



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

City of Kenmore
City Council Special & Regular Meeting Agenda

6:00 p.m., Monday, September 12, 2016

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

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

I. 6:00 p.m. - CALL SPECIAL MEETING TO ORDER

II. EXECUTIVE SESSION

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

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. ADJOURN SPECIAL MEETING

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

VI. ROLL CALL

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. PROCLAMATION

- A. Mayor's Day of Concern for the Hungry - September 17, 2016
[Proclamation](#)

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 7/25 and 8/15/2016 City Council Meetings
[DRAFT 07 25 2016 Minutes](#)

[DRAFT 08 15 2016 Minutes](#)

- B. Receive and File June City Council Budget Retreat Summary Report
[Budget Retreat Summary](#)
- C. The following checks and electronic payments are approved for payment:
Total Check numbers 34976 through 35068 - \$1,078,780.37
Payroll Check number 8957 - \$1,065.97
Total Payroll electronic deposits dated 08/05/2016 - \$78,326.85
[Checks & Electronic Payments](#)
- D. The following checks and electronic payments are approved for payment:
Total Check numbers 35069 through 35164 - \$606,483.88
Payroll Check numbers 9006 and 9007 - \$1,015.54
Total Payroll electronic deposits dated 08/19/2016 - \$80,618.95
[Checks & Electronic Payments](#)
- E. Receive and File July 2016 Financial Report for the City of Kenmore, Washington
[Agenda Bill & Attachment](#)
- F. Receive and File 2016 Transportation Grants Summary
[Agenda Bill & Attachments](#)
- G. Authorize Contract No. 16-C1601, Department of Ecology (DOE) Water Quality Grant Funding Interlocal Agreement
[Agenda Bill & Attachment](#)
- H. Adopt Resolution No. 16-287 Granting Final Approval for Walters Plat
[Agenda Bill & Attachments](#)
- I. Authorize Settlement Agreement, Contract No. 16-C1609, Between the City of Kenmore and Wesley Boyd
[Agenda Bill & Attachment](#)
- J. Authorize Contract No. 16-C1605, Interlocal Agreement with the Port of Seattle for Economic Development Partnership Program Grant Funded Projects
[Agenda Bill & Attachments](#)
- K. Authorize Contract No. 16-C1604, Tolt Pipeline Trail Agreement with Seattle Public Utilities
[Agenda Bill & Attachment](#)
- L. Authorize an Interlocal Agreement, Contract No. 16-C1603, with Northshore School District for School Resource Officer Program
[Agenda Bill & Attachment](#)
- M. Approve Amendment No. 2 to Contract No. 15-C1456 with Coast & Harbor Engineering, a division of Hatch Mott MacDonald, for Squires Landing Park Conceptual Plans
[Agenda Bill & Attachments](#)
- N. Approve Amendment No. 2 to Contract No. 15-C1457 with Coast & Harbor

Engineering, a division of Hatch Mott MacDonald, for Log Boom Park
Conceptual Plans

[Agenda Bill & Attachments](#)

- O. Approve Amendment No. 1 to Contract No. 15-C1484 with KPFF Consulting Engineers for On-Call Services for Traffic Engineering, Transportation, and Parks

[Agenda Bill & Attachment](#)

- P. Authorize Contract No. 16-C1583 with Jaymarc AV for Town Green Audio/Visual Equipment Purchase and Installation

[Agenda Bill](#)

XII. BUSINESS AGENDA

- A. Heavy Manufacturing Operations and Activities Discussion - Bryan Hampson, Development Services Director

[Agenda Bill & Attachments](#)

- B. June 2016 Financial Report for the City of Kenmore, Washington - Joanne Gregory, Finance & Administration Director

[Agenda Bill & Attachment](#)

- C. Comcast Master Service Agreement, City of Kenmore Contract No. 16-C1598 - Joanne Gregory, Finance & Administration Director

[Agenda Bill & Attachment](#)

- D. Adopt Resolution No. 16-288, Authorizing the Establishment of an Employee Recognition Program and an Annual Recognition Event - Rob Karlinsey, City Manager, and Janet Quinn, Project Coordinator

[Agenda Bill & Attachments](#)

[PowerPoint Presentation](#)

- E. Adoption of Ordinance No. 16-0426, Wireless Communication Facilities Code Amendments - Debbie Bent, Community Development Director, and Lauri Anderson, Senior Planner

[Agenda Bill & Attachment](#)

- F. Adoption of Ordinance No. 16-0427, Complete Streets Policy for Design and Implementation of Transportation Projects in the City of Kenmore - Brett Schock, Traffic Engineer, and Kris Overleese, Public Works Director/City Engineer

[Agenda Bill & Attachment](#)

[Powerpoint Presentation](#)

XIII. STAFF REPORT

XIV. COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

XV. ADJOURNMENT

Upcoming Meetings:

Mon., September 19, 2016 7:00 p.m. City Council Regular Meeting

Tues., September 20, 2016 7:00 p.m. Planning Commission Regular Meeting

Mon., September 26, 2016 7:00 p.m. City Council Regular Meeting

**City of Kenmore, Washington
PROCLAMATION**

Mayors' Day
of Concern
For The **HUNGRY**
Saturday, September 17, 2016



WHEREAS, our King County cities recognize adequate nutrition as a basic goal for each citizen; and

WHEREAS, no parent should have to send a child to school hungry, no baby should be without the comfort of the feedings needed for mental and physical growth, no elderly person's health should be jeopardized by lack of appropriate foods; and

WHEREAS, food banks, emergency and hot meal programs working with our cities, local churches, social service agencies, and hundreds of volunteers are striving day in and day out to stem the rising tide of hunger, but still need more help; and

WHEREAS, we believe that when the citizens who are not involved hear of the especially desperate needs of the hungry as winter approaches and their low incomes must stretch to cover increasing fuel, electricity and rental costs—leaving even less money for monthly food purchase, an outpouring of community assistance will follow; and

WHEREAS, the Emergency Feeding Program of Seattle & King County coordinates an annual food drive to help support the efforts of their program and the area's food banks in fighting hunger which will be held at grocery stores throughout King County on Saturday, September 17, 2016.

NOW, THEREFORE, I, David Baker, Mayor, on behalf of the City Council of the City of Kenmore, Washington, do hereby proclaim September 17, 2016 as

“Mayors' Day of Concern for the Hungry”

in our community, and I strongly urge all citizens to join the Emergency Feeding Program in donating food to our local food banks and grocery stores this coming Saturday, and throughout the year, to nourish those who are hungry.

IN WITNESS WHEREOF, signed this 12th day of September, 2016.

Signed _____
David Baker, Mayor

Attested _____
Patty Safrin, City Clerk

**City of Kenmore, Washington
City Council Special & Regular Meeting
Minutes
July 25, 2016**

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

EXECUTIVE SESSION

Mayor Baker recessed the regular meeting to an executive session at 6:15 p.m. to discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 45 minutes and that no action is anticipated when the meeting is reconvened.

CALL REGULAR MEETING TO ORDER – The Kenmore City Council meeting was called to order by Mayor David Baker 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; Debbie Bent, Community Development Director; Bryan Hampson, Development Services Director; Jennifer Gordon, Public Works Operations Manager; Leslie Harris, Communications Relations Manager; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Former Mayor Steve Colwell led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

CITIZEN COMMENTS

Joe Levin, Mercer Island, was present to request the City's support for noise mitigation for his multifamily properties on the border of Kenmore and Bothell that are negatively affected by the City of Bothell's SR 522 Stage 3 Improvement project.

City Manager Karlinsey stated that he has notified the Bothell City Manager about the concern and also put in a call today to the Bothell Public Works Director, and hopes to speak with them this week. He stated that Bothell may not be amenable to working with Kenmore. Karlinsey will get back to Mr. Levin.

Mayor Baker thanked the citizen for his comments.

CONSENT AGENDA

Councilmember Denuski moved to approve the consent agenda as submitted. Councilmember Curtis seconded the motion to Adopt the Minutes for the July 11, 2016 City Council Meeting; Approve the Following Checks and Electronic Payments for Payment: Total Check Numbers 34772 Through 34869 in the Amount of \$793,131.22, and Total Payroll Check Numbers 8864 and 8865 in the Amount of \$1,224.42, and Total Payroll Electronic Deposits Dated 7/8/2016 in the Amount of \$77,846.98; Authorize the City Manager to Execute a Contract with the Successful Low Bidder for the NE 181st Street Sidewalk North Project; Confirm Kenmore Library Advisory Board (KLAB) Current Regular Members; Authorize the City Manager to Execute a Contract with the Successful Firm for the Public Works Services Analysis Project; Authorize the City Manager to Execute Contract No. 16-C1592 with Lauren Erickson for Pro Tem Hearing Examiner Services; and Adopt Resolution No. 16-286 Authorizing the City Manager to Submit a Grant Application to the Port of Seattle Economic Development Partnership Program. The motion passed unanimously.

BUSINESS AGENDA

Discussion and Possible Approval of Proposed City of Kenmore 2016-2017 Federal Legislative Agenda - Nancy Ousley, Assistant City Manager, was present to give a brief report on the draft federal legislative agenda for 2016-2017. She stated that the City has been working with our legislative representative since 2009, which has been valuable in building relationships and putting forward Kenmore's issues. Kenmore Air temporary flight restrictions is an example of something the City has been working on for several years, and just a few weeks ago some of those restrictions were modified on a trial basis when the President was in the area. She was also available to answer any questions.

Mayor Baker stated that his understanding is that the Secret Service was extremely pleased with Kenmore Air's compliance with their guidelines.

It was Council consensus to wait until the format of the federal legislative agenda can be changed to more closely resemble that of the State legislative agenda, particularly in listing our most important priorities first, before adopting the federal legislative agenda.

Adopt Resolution No. 16-285, Appointing Pro and Con Committee Members to Write Statements for the Local Voters' Pamphlet on the Bond Measure for Walkways and Waterways Improvements - Leslie Harris, Community Relations Manager, reviewed the reason for this resolution and detailed the committee members who have been selected. She was also available to answer any questions.

Councilmember Sperry moved to Adopt Resolution No. 16-285, Appointing Pro and Con Committee Members to Write Statements for the Local Voters' Pamphlet on the Bond Measure for Walkways and Waterways Improvements. Councilmember Curtis seconded the motion. The motion passed 7-0.

Adopt Ordinance No. 16-0425, an Ordinance of the City of Kenmore, Washington, Adopting a New Chapter 5.45 of the Kenmore Municipal Code (KMC), Relating to Business Licenses for Massage Businesses and Practitioners - Bryan Hampson, Development Services Director, reviewed the changes to the KMC, including the license denial and revocation processes. He was also available to answer any questions.

Councilmember Curtis moved to Adopt Ordinance No. 16-0425, an Ordinance of the City of Kenmore, Washington, Adopting a New Chapter 5.45 of the Kenmore Municipal Code (KMC), Relating to Business Licenses for Massage Businesses and Practitioners. Councilmember Denuski seconded the motion. The motion passed 7-0.

STAFF REPORT

Report on Twin Springs Park Opening - Jennifer Gordon, Public Works Operations Manager, and Debbie Bent, Community Development Director, were present to give a brief report. Bent stated that the property was officially transferred to the City in May. Staff is recommending that we keep the park closed until next year, while we flesh out what we want to do with the park, and determine funds to be used for the park. They were also available to answer any questions.

Update on Agreement with Kiewit General Manson (KGM) at the Kenmore Industrial Park Regarding the 520 Floating Bridge Project - Bryan Hampson, Development Services Director, was present to give a brief report. He stated that it has been about a month since Council directed staff to enter into the settlement agreement with KGM. KGM has performed offloads of material. On two of those occasions, City staff was there to witness those activities, and determined that they are complying with the settlement agreement. There was some discussion about enforcement of the noise ordinance. Hampson was also available to answer any questions.

City Manager Comments - City Manager Karlinsey reminded Council that they are taking the rest of the summer off, and stated that he hopes they have a really great summer.

CITY COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

Councilmember Smith stated that the recent incubator open house was very well attended. One business stood out because the business owner said that, with the assistance of the incubator, they made a lot fewer mistakes than they would have. She and her husband have lived here for 13 years, and it is the first time they have ever felt connected to the community.

Councilmember Sperry stated that she had a lot of fun at the incubator open house. She reported that Incubator Consultant Corey Hansen made some pretty impressive statements about the growth rate of the incubator.

Councilmember Curtis stated that the Evergreen Primary Care Group had their annual picnic at Rhododendron Park Saturday. A neighbor who lived just to the east side of the park said that some years ago, a large tree fell and smashed the fence. He said that the tree had been taken away, but he was wondering when fence was going to be fixed.

Councilmember Denuski noted that Play Day is August 13th.

Deputy Mayor Van Ness stated that he was in Sun River last week with his family, and they went to the Old Mill District in Bend, which is an abandoned industrial site that has been redeveloped as a shopping area. He thought it was a very delightful place, and maybe we could get some ideas from it.

Mayor Baker noted that the next Council meeting is September 12th. He stated that last Wednesday the SCA Board meeting was here in Kenmore. They brought in lunch from Hodge Podge and gave a Kenmore tour, starting at Kenmore Air, where they got on seaplanes for the tour. City Manager Karlinsey was in the copilot seat, and his headset allowed him to talk, but not to receive comments back.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 7:53 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore, Washington
City Council Special Meeting
Minutes
August 15, 2016**

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

Councilmembers present: Mayor David Baker, Deputy Mayor Allan Van Ness and Councilmembers Milton Curtis and Stacey Denuski

Councilmembers excused: Councilmembers Brent Smith, Lauri Sperry and Nigel Herbig

Staff present: Joanne Gregory, Finance & Administration Director

CONSENT AGENDA

Councilmember Denuski moved to approve the Consent Agenda as submitted. Councilmember Curtis seconded the motion to Approve the Following Checks and Electronic Payments for Payment: Total Check numbers 34870 through 34975 in the amount of \$1,350,710.42 and Total Payroll electronic deposits dated 7/22/2016 in the amount of \$76,194.62. The motion passed unanimously.

COUNCILMEMBER REPORTS & COMMENTS

Mayor Baker announced that Finance and Administration Director Joanne Gregory and Accountant Brian Randall have once again both received the "Professional Finance Officer Award" for the State of Washington from the Washington Finance Officers Association. This annual award requires ongoing educational and professional excellence on the part of each individual and is not automatically awarded.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 5:03 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

KENMORE CITY COUNCIL 2017-18 STRATEGIC BUDGET RETREAT

Monday, 20 June 2016, 5-9 p.m. & Tuesday, 21 June 2016, 5-9 p.m.

Kenmore City Hall, Council Chambers - 18120 68th Avenue NE, Kenmore, Washington

ATTENDING: Mayor David Baker, Deputy Mayor Allan Van Ness, City Councilmembers Milton Curtis, Stacey Denuski, Nigel Herbig, Brent Smith, and Laurie Sperry; City Manager Rob Karlinsey, Assistant City Manager Nancy Ousley, Community Development Director Debbie Bent, Finance and Administration Director Joanne Gregory, Development Services Director Bryan Hampson, Public Works Director Kris Overleese, City Clerk Patty Safrin, and Facilitator Jim Reid

SUMMARY OF KEY DISCUSSIONS, DECISIONS, AND AGREEMENTS

COUNCILMEMBERS AGREE ON 2017-18 BUDGET PRIORITIES

As a result of this year's budget retreat, the City Council reached a consensus agreement on eight priorities for the 2017-18 City budget. The priorities for the 2017-18 biennial budget are:

1. Transportation, including Sound Transit 3, multimodal options, and road maintenance.
2. Walkways and Waterways, which will appear as a bond issue on the November 2016 ballot.
3. St. Edward State Park, including ballfields and the rehabilitation of the historic seminary building.
4. Downtown redevelopment, including Lakepointe, the Town Green, NE 181st Street (as a place people can walk and hang out); and parking.
5. Housing affordability and diversity, including the establishment of a per capita capital contribution to support A Regional Coalition for Housing (ARCH) in addition to the City's annual contribution to the ARCH operating budget as part of ARCH membership.
6. The City's employees.
7. Infrastructure, including general maintenance, parks, Town Green, and roads.
8. Savings and reserves.

Four mutual interests were the basis for Councilmembers' agreement on priorities for 2017-18:

- Because there are huge unknowns (project cost fluctuations, for example), prioritize programs and projects, and provide sufficient funds to maintain what is built.
- Complete projects that are already in the pipeline.
- Focus on the big deals, that is, a few key priorities that will make a big difference to the quality of life in Kenmore and to economic growth and opportunity in the City.
- Be prepared to take advantage of unique opportunities.

The Council's agreement on budget priorities was also demonstrated during discussions of the first three topics on Monday night's agenda.

First, City Manager Rob Karlinsey reviewed his 2015-16 budget message. He summarized the review by stating that the current biennial budget invests heavily in core functions and reflects what staff believes the public wants. Councilmembers commented that they are amazed by the amount of progress that has been achieved to advance the goals they agreed on during the Council's annual strategic planning retreats and the priorities that they established during the process of developing the 2015-16 budget.

Second, Finance and Administration Director Gregory demonstrated how the City is using Priority Based Budgeting (PBB) to determine if it is achieving the programmatic results that the Council intended. These are the steps the City has taken to implement PBB:

- The Council identified seven intended or expected Results.
- Staff produced Results Maps (definitions of how to achieve the Results).
- Staff updated an inventory of all programs, projects, and services.
- Line items in the budget were turned into program budgets with estimated costs.
- Department staff scored their programs on a scale of 1-4 against the Results Maps.
- Staff from departments other than the one responsible for a given program conducted a peer review using the same scoring scale.
- The scores of the peer committees were compared to the scores provided by the department staff teams.
- The Center for Priority Based Budgeting analyzed this data and produced the Resource Alignment Diagnostic (RAD) Tool. Its purpose is to help determine if the City is achieving the intended results.
- The initial results were good. The RAD Tool illustrated that not many of the City's resources are being allocated to programs that are in the low quadrant (low priority projects). Only eleven percent of resources are allocated to administration, demonstrating that the City's spending is efficient.

Director Gregory mentioned that in the coming biennium the City will take this tool even further in two ways: 1) The City will learn if the resources are allocated in a way that meets community expectations; and 2) the City will apply PBB to the capital budget as well as to the operating budget.

Finally, Gregory walked the Council through the six-year financial forecast. The key points that emerged from her presentation and the Council's discussion were:

- The General Fund balance as a percentage of City revenues will be stable through 2022.
- Expenditures may exceed revenue by \$160,000 in 2021 and by \$300,000 in 2022.
- The Street Fund balance will remain steady and stable.
- Revenue from new construction is expected to decline. The impact of this decline may be softened by additional fuel tax revenues that were adopted as part of the State's approval of the transportation package during the recent legislative session.

- The City is running out of strategies to keep the budget in the black. For example, the General Fund once contributed generously to the Capital Fund. The ability of the General Fund to contribute to Capital is declining.
- Impact fees, grants, and the Real Estate Excise Tax (REET) have been key sources of revenue and will continue to be so.
- The City will need to continue to make wise and prudent choices. For example, the City is working to extend the life of residential roads so that they do not need to be repaired or repaved as often. A second example is the Public Works Service Analysis. Public Works Director Overleese explained that this is an effort to achieve efficiencies by closely scrutinizing how her department conducts its business.

As the discussion of 2017-18 budget priorities came to a conclusion, Councilmembers offered these observations and made one request.

- It was worthwhile to start the discussion by reviewing the City's accomplishments in light of the priorities set out in the 2015-16 budget, and it demonstrated that we are on the right track.
- The staff is the City's most important resource.
- The Council works well as a team and works well with staff.
- In response to Director Hampson's comments about the loss of qualified staff from the Development Services department, Councilmembers requested that City Manager Karlinsey and the management team make recommendations on how to fix the problem of turnover among personnel who leave for higher salaries, although not necessarily more responsible or technical jobs, in larger cities.

COUNCIL IDENTIFIES POTENTIAL OUTCOMES FROM THE 2017-18 BUDGET PRIORITIES

The second evening of the retreat was dominated by a discussion of the outcomes that might be achieved by the end of 2018. The budget priorities with the brainstormed ideas for outcomes are listed below.

1. Transportation:

- a. Pedestrian/Bicycle Safety:
 - o Fund Target Zero
 - o Provide more sidewalks to fill the gaps where they are needed and do not exist
 - o Continue applying for sidewalk grants to fill sidewalk gaps
- b. Regional Transportation/Capital Improvement Program (CIP):
 - o Work on the projects that are included in the CIP
 - o Obtain funding for grade-separated crossing(s) over/under SR522
 - o Obtain State and/or federal funding to assess and address the impacts of Lakepointe traffic and the transportation needs generated by that development
 - o Obtain State and/or federal funding to alleviate congestion
 - o Coordinate our transportation projects with transit agencies
 - o Take advantage of information provided by companies such as Inrix

- c. Sound Transit 3 (ST3):
 - o Work with Sound Transit and neighboring jurisdictions to ensure that our vision of how ST3 will benefit Kenmore becomes reality
 - o If ST3 does not pass in November, continue to work with Sound Transit and other jurisdictions to develop new options
 - o Lay the groundwork to help expedite ST3 by implementing such strategies as making transit a permitted use in the Kenmore Municipal Code
- d. Lakepointe:
 - o Reach agreement on a solution for the grade-separated crossing and other related transportation infrastructure for Lakepointe, possibly including Bus Rapid Transit facilities (for example, a parking garage)
- e. Road Maintenance:
 - o Develop a schedule for maintaining residential streets
- f. Water Taxi:
 - o Continue to engage King County to advocate support for funding a water taxi in north Lake Washington

2. Walkways and Waterways:

- a. Build the Rhododendron Park boardwalk in 2018
- b. Obtain grants to provide sidewalks on both sides of 68th between 182nd and 185th
- c. Address other projects in phases of design, such as the Juanita Drive project

3. St. Edward State Park:

- a. Ballfields:
 - o Continue to work to get a lease from the State
 - o Present a strategy to fund the plan
 - o Construction should be underway by the end of 2018

4. Downtown Redevelopment:

- a. Town Green:
 - o By mid-2017 the Town Green should be fully programmed and have strong tenants
 - o A new restaurant on the west end is anticipated by the end of the biennium
- b. Parking:
 - o Maximize on-street parking

- o Monitor the overall downtown parking situation, including the new time-limited parking spaces, to learn if they are achieving the intended goals
 - o Consider interim solutions, such as the Shell property
 - o If needed, conduct a parking study, which may include revisiting parking requirements for multi-family housing
- c. Work with property and business owners along 181st Street to build support for the City's vision, and work with them to beautify the street
- d. Lakepointe:
 - o Strive for a signed development agreement
 - o Coordinate with or facilitate a dialogue between the developer and Sound Transit on the need for parking and, possibly, a parking structure
 - o Hire a team of consultants, preferably largely financed by the developer, to work with the City Manager's Office, Development Services, and other departments

5. Housing Affordability and Diversity:

- a. A Regional Coalition for Housing (ARCH):
 - o Establish a per capita capital contribution to support ARCH, in addition to the City's annual contribution to the ARCH operating budget as part of ARCH membership
 - o Research potential new dedicated funding sources for the City's per capita contribution
- b. Hear from the Planning Commission in late 2016 or early 2017 regarding its recommendations for housing affordability and diversity in Kenmore

6. Employees:

- a. Conduct a salary survey
- b. Analyze the cost of adding another regular position to Development Services, and include that cost in the 2017-18 biennial budget
- c. Look for ways to add value to the compensation package for employees without increasing costs
 - o One resource may be researching the City of Kirkland's benefits package
- d. Research providing ORCA passes to employees to encourage them to take mass transit to work
- e. Defined contributions plan:
 - o Investigate vesting of employees after they have worked for the City for three years

7. Infrastructure:

This topic was addressed in earlier discussions under agreed on budget priorities and under transportation regarding Lakepointe.

8. Savings and Reserves:

- a. Preserve General Fund and Street Fund minimum fund balances of at least 20%
- b. Strategic Opportunities Fund:
 - o Use the Strategic Opportunities Fund for one-time expenses rather than ongoing operations
 - o Continue to replenish the Strategic Operations Fund so that it remains at \$2.5 million

RETREAT CONCLUDES WITH BRIEF DISCUSSIONS ABOUT COMMUNITY OUTREACH AND LEGISLATIVE AGENDAS

In the last half-hour of the two-evening budget planning and prioritizing retreat, the Council discussed community outreach and legislative agendas.

Regarding community outreach, the Council agreed that the City should:

- Continue to be proactive on social media to ensure that Kenmore citizens receive accurate and timely information.
- Continue to use the newsletter, open houses, charrettes, and other tools to engage citizens in the work of the City.
- Educate the community about construction projects through creative signage at construction sites, and include the message that citizens and the City can be proud of what we are doing to improve the community.
- Communicate the return on investment of City expenditures. For example, “We have spent \$10 million, but that has generated an additional \$90 million!”
- In April 2017, review the first two years of progress and successes of the “For the Love of Kenmore” campaign. In the meantime, continually generate ideas, including asking citizens for ideas, to expand on this campaign and continue its momentum.

Regarding the City’s legislative agenda, Councilmembers complimented its effectiveness in the past. Assistant City Manager Ousley mentioned that staff will bring a discussion of the City’s federal legislative agenda to the Council before their summer break, and discussions of the State and County legislative agendas will take place early this fall. Ousley and Mayor Baker also

mentioned developing legislative agendas with Sound Transit, the Puget Sound Regional Council (PSRC), the Sound Cities Association (SCA), and the Eastside Transportation Partnership (ETP).

There may also be opportunities to work more closely with the Port of Seattle. Ousley mentioned a new economic development grant that the Port will allocate on a per capita basis. She stated that developing a closer relationship and legislative agenda with the Public Ports Association may be in the City's interest.

Finally, Councilmember Curtis, Mayor Baker, and Deputy Mayor Van Ness all testified to the importance of building relationships with federal, State, regional, and local elected officials and their staffs so that Kenmore is on their minds when grants become available and to facilitate the City getting entrée to meet with them.

Submitted by Jim Reid, Facilitator

Voucher Certification and Approval

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

The following checks and electronic payments are approved for payment:

Total Check numbers: 34976 through 35068 \$ 1,078,780.37

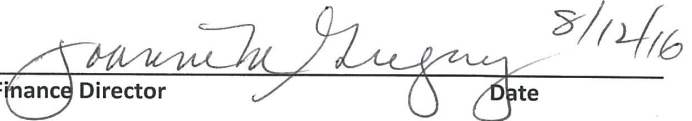
Payroll check number: 8957 \$ 1,065.97

Total Payroll electronic deposits dated: 08/05/2016 \$ 78,326.85


City Manager

8/18/16

Date


Finance Director

8/12/16

Date

Check #	Vendor Name	Description	Check Amount
34976	BANNER BANK DB	Conf. Hotel, Meals, &Transport	1,335.48
34977	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	12,210.20
34978	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	195.00
34979	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	3,103.81
34980	DRS 457	Deferred Comp Payroll Deduction	1,160.00
34981	CITY OF KENMORE FS	Flexible Spending Medical Plans	396.38
34982	BANK OF AMERICA 941	Payroll Taxes	16,748.18
34983	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	17,579.42
34984	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
34985	HSA BANK	Employee Health Savings Acct. Contribution	80.76
34986	CITY OF BELLEVUE	2016 ARCH HTF Contributions	30,000.00
34987	COASTWIDE LABORATORIES	City Hall Maintenance Supplies	279.49
34988	DAILY JOURNAL OF COMMERCE	Legal Ad for Sidewalk Bids	475.80
34989	REPUBLIC SERVICES	July City Hall & Rhod. Park Garbage/Recycling	901.73
34990	FERGUSON ENTERPRISES INC #1539	Surface Water/Catch Basin Materials	1,891.72
34991	FRUHLING SAND & TOPSOIL	Dump Fees	210.00
34992	INSLEE, BEST, DOEZIE & RYDER, P.S.	June Legal Services	54,581.28
34993	JET CITY PRINTING	Overlay Notification Cards	147.83
34994	KING COUNTY FINANCE	June Adult/Juv. Detention Comm. Work Prog.	4,702.50
34995	KING COUNTY SHERIFF	July Police Services	266,004.67
34996	LIGHTHOUSE CONSULTING INC	July IT Svcs/Upgrades/Protection/Web Hosting	11,613.95
34997	NORTHSHORE FIRE DEPT	City Hall Annual Fire Permit	200.00
34998	NORTHSHORE UTILITY DIST	5/31-7/31 Utility Bills	17,186.53
34999	NORTHSHORE UTILITY DIST	July Vehicle Maintenance & Fuel	2,030.10
35000	NORTHSHORE UTILITY DIST	Final Inspection Charge - Town Green	94.60
35001	HONEY BUCKET	7/16-8/12 Twedt Property Rental	218.35
35002	OFFICE DEPOT	Office Supplies	401.91

35003	OFFICE TEAM	Development Svcs & ReceptionTemporary Help	1,916.00
35004	OGDEN, MURPHY, WALLACE	ST. Edward Ballfields July Professional Svcs.	292.50
35005	OLYMPIC ENVIRONMENTAL RESOURCES INC	2016 Fall Recycling Program Management	1,304.50
35006	PACIFIC TOPSOILS	Mulch & Dump Fees 6/23-7/25	1,089.87
35007	PUGET SOUND ENERGY	7/1-8/1 Traffic Signals/Lights/Electricity	11,210.89
35008	CEMEX	Asphalt for Catch Basin Installation	110.05
35009	SEATTLE TIMES	Legal Ads	767.12
35010	ST EDWARD STATE PARK	Summer Concerts #3 & #4	2,486.80
35011	COLUMBIA RIDGE LANDFILL	June Dump Fees	1,743.49
35012	DANSOUND INC	Summer Concert #5 Sound Service	1,261.44
35013	UPS STORE	Public Records Requests Copies	23.85
35014	BERK CONSULTING	June Imagine Kenmore Consulting	11,140.11
35015	MARY BRABEC	2nd Half of Summer Concert Booking Fee	1,750.00
35016	OAC SERVICES, INC	Refund Overpayment of Permit Fees	307.97
35017	VAN NESS, ALLAN	Mileage Reimbursement 7/8-7/12	30.24
35018	BEN HOLT INDUSTRIES	Room Rental Security Deposit Refund	250.00
35019	PACE ENGINEERS, INC.	15-C1483 March Engineering Services	784.00
35020	PACE ENGINEERS, INC.	15-C1483 June Engineering Svcs	5,143.76
35021	QUALITY BUSINESS SYSTEMS INC.	7/2-8/1 1st & 2nd Floor Xerox Copy Charges	1,284.85
35022	NORTHSHORE ROTARY CLUB	Quarterly Dues & Meals	220.00
35023	GRAINGER	Tools - Blower	1,077.05
35024	A+ CONFERENCING	Conference Calls	31.48
35025	SHRED-IT USA LLC	July 22nd Shredding Service	56.94
35026	COMCAST	7/30-8/29 Incubator Internet & Service Call	267.36
35027	GORDON THOMAS HONEYWELL	July Government Relations Consulting	3,714.02
35028	HORIZON DISTRIBUTORS INC	Irrigation Repair Parts	111.69
35029	FRONTIER	7/28-8/27 City Hall Phone Service	1,041.09
35030	FAZZARI MARKETING	Kenmore Play Day Flyers	432.53
35031	LAW OFFICE OF JOHN RUNGERUDE, PS	Special Defense Services	300.00
35032	PAWS	June Animal Sheltering Service	175.00
35033	WELLS FARGO FINANCIAL	7/21-8/20 1st & 2nd Floor Copier Lease	1,041.25
35034	HOPKINS, CRAIG	Police Volunteer Mileage Reimbursement	69.66
35035	DEVRIES, DENIS	Police Volunteer Mileage Reimbursement	31.86
35036	PERTEET INC.	12-C1082 5/30-7/3 On-Call Professional Svcs	20,844.43
35037	KAMINS, CHAD	181st Sidewalk Improvements through 7/25	90,777.68
35038	VERIZON WIRELESS	7/27-8/26 Cell Phones/I-Pads	1,088.63
35039	WASHINGTON STATE PATROL	June Sammamish Bridge Police Services	271.69
35040	GREATER BOTHELL CHAMBER OF COMMERCE	Membership Dues	600.00
35041	UTILITIES UNDERGROUND LOCATION CTR	July Utility Locates	184.47
35042	MOBILE MINI, INC.	7/25-8/21 Log Boom & Rhod. Park Containers	309.29
35043	NORTHWEST LANDSCAPE SERVICES	August ROW Landscaping	1,745.12
35044	BRIEN, GAYLYNN	May Sales Tax Data Mgmt. Service	50.00
35045	V2WORKS	Recreate City of Kenmore Logo	935.55
35046	MACDONALD MILLER FACILITY SOLUTIONS	Repairs to City Hall Sinks	630.86
35047	SCORE	May Health Services - SCORE Inmates	733.00
35048	ATHENAS	8/4 Concert Volunteer & Band Meals	48.00
35049	LANGTON SPIETH, LLC	Imagine Kenmore July Services	2,500.00
35050	CATHOUSE PIZZA	8/4 Concert Volunteer & Band Meals	96.00
35051	WALTERS, GEORGE	Refund Cash Deposit - ROW Agreement	7,500.00
35052	PRINTWEST	Ispection Notice Forms	492.75

35053	PHSI PURE WATER FINANCE	July-December Incubator Filtered Water	301.86
35054	SITTS & HILL ENGINEERS, INC.	15-C1454 Squires Landing June Engineering Svc	6,892.67
35055	SKYWARD CONSTRUCTION	15-C1462 July Town Green Construction	375,995.63
35056	APPLIED CONCEPTS, INC.	Police Dept. Radar Equipment	79.94
35057	MOON CONSTRUCTION COMPANY	Lobby Conf. Room Improvements 14-C1249	14,963.18
35058	SOFTRESOURCES LLC	Financial Software Contract Review Services	1,618.75
35059	TACOS LA FLACA	8/4 Concert Volunteer & Band Meals	16.00
35060	BAKER, BRIDGIT	Mileage Reimbursement	138.62
35061	REID, JAMES FALCONER	16-C1555 Budget Retreat Consulting	5,400.00
35062	REIQUAM, PETER	Town Green Public Art Project	8,000.00
35063	ABIGANIA, ALBERT	Kenmore Play Day Performance	300.00
35064	CARSTAR	Vehicle Repair	1,793.19
35065	TWO STORY ZORI	8/11 Summer Concert Performer	1,750.00
35066	HATFIELD, CHRISTOPHER	Play Day Photography Services	75.00
35067	SCORE	July 2016 Inmate Housing	36,330.00
35068	KING COUNTY ANIMAL SVCS	Pet Licensing	826.00
8957	QUINN, JANET	Payroll	1,065.97
8/5/2016	PAYROLL	Direct Deposit	78,326.85
			<u><u>\$ 1,158,173.19</u></u>

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2016	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2016
	A & A LIMOUSINE & BUS SERVICE		1,083.00
	A+ CONFERENCING		692.01
	AA ASPHALTING, INC		11,389.51
	AAA FLAG & BANNER MFG. CO., INC.		4,918.36
	AAA PRINTING		1,100.65
	AABCO BARRICADE COMPANY INC.		2,726.55
	ACF WEST INC		3,533.01
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		1,425.00
	ADMAN, STACI		6,296.26
	ADVANCE TESTING & SERVICE INC		702.00
	AFLAC		2,442.58
	AGORA NW LLC		336.39
	ALCALDE & FAY		30,939.90
	ALEXANDER, JEFF		400.00
	ALL CLIMATE HEATING AND AIR		36.05
	ALL TRAFFIC SOLUTIONS		2,625.00
	ALLPLAY SYSTEMS LLC		58.04
	ALPHAGRAPHICS US718		946.78
	ALTA MAXINE MELVIN		14,674.00
	AM TEST, INC		1,125.00
	AMERICAN GENERAL LIFE GPO-400S		3,025.19
	AMERICAN PLANNING ASSOCIATION		2,124.00
	AMERICAN PUBLIC WORKS ASSOCIATION		1,225.00
	AMERICAN SOCIETY OF CIVIL ENGINEERS		225.00
	AMERICAN SOCIETY OF COMPOSERS		336.63
	ANCHOR QEA, LLC		7,611.50
	APPLIED CONCEPTS, INC.		2,899.56
	ARC - PACIFIC NORTHWEST		2,711.51
	ARTS OF KENMORE		2,444.76
	ASPLUNDH		5,420.25
	ASSOCIATION OF WA CITIES		16,935.04
	ATHENAS		272.00
	AURORA RENTS		1,371.81
	AUTO BEE		150.00
	AV CAPTURE ALL		4,718.57
	AWC EMPLOYEE BENEFITS		315,429.13
	BAKER, DAVID		2,684.88
	BANK OF AMERICA 941		214,933.48
	BANNER BANK		3,774.45
	BANNER BANK BAKER		7,853.97
	BANNER BANK BH		1,879.81
	BANNER BANK CS		2,875.52
	BANNER BANK DB		345.98
	BANNER BANK JG		2,942.60
	BANNER BANK JGORDON		5,610.74
	BANNER BANK KENMORE		20,928.75
	BANNER BANK LD		3,071.35
	BANNER BANK NO		2,620.25

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BANNER BANK	PS	1,205.44
BANNER BANK	RK	2,686.04
BANNER BANK	VAN NESS	4,381.46
BARTLETT TREE EXPERTS		394.20
BASTYR UNIVERSITY		50,200.00
BELLEVUE COLLEGE		219.12
BELMARK, LLC		7,776.05
BEN HOLT INDUSTRIES		5,800.00
BERK CONSULTING		61,940.47
BEST BUY BUSINESS ADVANTAGE ACCOUNT		21,943.51
BJELDE, LAUREN		1,750.00
BRIEN, GAYLYNN		350.00
BRUCE DEES & ASSOCIATES		55,616.25
BUILDERS EXCHANGE OF WASHINGTON INC		392.05
BULGER SAFE & LOCK, INC.		363.54
CALPORTLAND COMPANY		1,154.22
CAPITAL ONE COMMERCIAL/ COSTCO		19.37
CAPPS, DAWNA		50.00
CASCADE PEST CONTROL		854.10
CASCADE RECREATION, INC		301.13
CATHOUSE PIZZA		16.00
CEMEX		1,764.90
CENTER FOR HUMAN SERVICES		5,000.00
CHICAGO TITLE		1,096.00
CITY OF BELLEVUE		82,924.97
CITY OF KENMORE FS		3,549.32
CITY OF KENT		500.00
CITY OF LAKE FOREST PARK		544,228.94
CITY OF SHORELINE		1,357.68
CITY OF TACOMA		40.00
CITYWORKS/ AZTECA SYSTEMS INC.		21,900.00
CLOWNS UNLIMITED, INC.		897.90
COAST & HARBOR ENGINEERING		48,020.68
COASTAL WEAR PRODUCTS INC		1,356.71
COASTWIDE LABORATORIES		5,310.47
COBRA BEC, INC.		8,945.94
CODE PUBLISHING COMPANY		5,451.28
COLUMBIA RIDGE LANDFILL		6,276.23
COMCAST		3,200.63
CONSOLIDATED PRESS		6,027.99
CONTOUR FENCE CO. INC.		4,789.53
CORT PARTY RENTAL		582.98
COX PRINTING & SIGNS		766.40
CULLEY, AMBERLY		6,296.26
CURTIS, DR. MILTON		60.16
D.R. HORTON		15,000.00
DAILY JOURNAL OF COMMERCE		1,780.35
DANSOUND INC		5,045.76
DAY WIRELESS SYSTEMS		76.44
DEPARTMENT OF ECOLOGY		27,666.11

XI. C. The following checks and electronic payments are appr...

DEPARTMENT OF LABOR AND INDUSTRIES	16,741.93
DEPARTMENT OF RETIREMENT SYSTEMS	248,237.49
DEPPA, DOUG	127.50
DEVRIES, DENIS	309.99
DIGITAL REPROGRAPHICS SERVICES INC.	219.66
DRS 457	17,880.00
DURRANT, JEFF	178.50
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EJ USA, INC.	1,977.57
EMERALD FIRE LLC	289.08
EMPLOYMENT SECURITY DEPT	13,988.75
ENVIRONMENTAL SYSTEMS RESEARCH INST	5,694.00
ESA ADOLFSON	27,692.85
EVERGREEN PRINT SOLUTIONS	715.24
EVERGREEN SAFETY COUNCIL	299.00
FAZZARI MARKETING	574.93
FEENEY WIRELESS	1,195.81
FERGUSON ENTERPRISES INC #1539	2,953.28
FINANCIAL CONSULTANTS INT'L INC	495.50
FIRE PROTECTION, INC	5,002.92
FIRE SYSTEMS WEST, INC.	547.50
FIX AUTO	1,000.00
FLEMINGS HOLIDAY LIGHTING LLC	1,394.66
FLOW TECHNOLOGIES INC.	54,497.61
FOOTPRINT PROMOTIONS	1,912.53
FRONTIER	7,332.10
FRUHLING SAND & TOPSOIL	3,100.37
FUJII, GLORIA	1,700.00
G & H PRINTING	298.99
GALLATIN PUBLIC AFFAIRS	19,900.19
GOOD TO GO	16.00
GOODSELL POWER EQUIPMENT #2 INC.	49.13
GORDON THOMAS HONEYWELL	22,597.32
GOVDELIVERY, INC.	11,025.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAINGER	661.66
GREATER BOTHELL CHAMBER OF COMMERCE	3,600.00
GREGORY, JOANNE	459.50
GRINDLINE SKATEPARKS INC.	12,850.01
GROUP FOUR INC.	7,620.00
HANSEN, COREY	23,975.00
HDR ENGINEERING, INC	480,653.52
HERBIG, NIGEL	61.56
HERMANSON COMPANY, LLP	2,520.18
HESTON VISUAL ARTS	1,051.75
HEWITT	87,054.04
HOME DEPOT CREDIT SERVICES	398.61
HONEY BUCKET	1,530.63
HOPELINK	7,500.00
HOPKINS, CRAIG	560.52

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HORIZON DISTRIBUTORS INC	1,439.66
HSA BANK	1,130.64
IAP2 PUGET SOUND CHAPTER	1,550.00
ICMA RETIREMENT TRUST 457 - 304745	42,603.34
iCOMPASS TECHNOLOGIES, INC.	9,650.00
INDEPENDENT STATIONERS	1,262.22
INGLEWOOD GOLF COURSE	1,248.30
INSLEE, BEST, DOEZIE & RYDER, P.S.	223,663.70
INTEGRA TELECOM	6,360.73
INTERNATIONAL BUSINESS INNOVATION	525.00
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,528.46
INTERNATIONAL CODE COUNCIL	135.00
INTERNATIONAL INST OF MUNI CLERKS	220.00
iWORQ SYSTEMS	2,800.00
JACOBS ENGINEERING GROUP	145,596.05
JD PLUMBING & FIRE PROTECTION INC.	214.03
JET CITY PRINTING	3,167.02
JOYCE ZIKER PARKINSON	9,177.50
JP HENNESSY	500.00
JUSTIN BREWER WEB DESIGN	555.00
KAMINS, CHAD	428,692.90
KARLINSEY, ROB	154.72
KBA INC.	70,791.05
KCDA PURCHASING COOP	1,693.69
KD CANOPY	771.00
KEEP POSTED INC	304.00
KENMORE COMMERCIAL LLC	23,391.19
KENMORE HERITAGE SOCIETY	475.00
KIMBERLY LANE 9, LLC	1,145.82
KING COUNTY ANIMAL SVCS	1,523.00
KING COUNTY FINANCE	221,433.26
KING COUNTY FINANCE W.L.R.D.	50,201.34
KING COUNTY FINANCE/ GIS	2,621.11
KING COUNTY FLEET ADMIN	235.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	1,838.87
KING COUNTY RADIO COMM SERVICES	567.22
KING COUNTY RECORDER'S OFFICE	166.00
KING COUNTY SHERIFF	1,591,313.85
KING COUNTY TREASURY	12,024.01
KINGS HEATING	28.84
KOMPAN, INC	169.73
KONICA MINOLTA BUSINESS SOLUTIONS	5,375.21
KORTE, BRENT	27.61
KPFF CONSULTING ENGINEERS	89,741.08
KRAZAN & ASSOCIATES, INC.	8,522.50
KVO INDUSTRIES, INC	1,245.00
LANEY JONES AND THE SPIRITS	1,000.00
LANGTON SPIETH, LLC	32,500.00
LANGUAGE LINE SERVICES, INC.	4.83

LAW OFFICE OF JOHN RUNGERUDE, PS	300.00
LENNAR NORTHWEST, INC.	13,334.10
LIGHTHOUSE CONSULTING INC	36,969.46
LINCOLN NATIONAL LIFE INSURANCE	6,405.59
LOVE BOMB GO-GO	1,500.00
LOYUK, SAMANTHA	52.92
MACDONALD MILLER FACILITY SOLUTIONS	1,026.56
MACLEOD RECKORD	7,023.80
MAGEE, STEVEN	49.44
MAIL FINANCE	1,406.00
MARINE FLOATS CORPORATION	2,222.85
MARSHBANK CONSTRUCTION	4,379,646.25
MARY BRABEC	1,750.00
MCALLISTER, TERESA	186.18
MCKINNEI, SHAHIN	102.35
METROPOLITAN TRANS. COMMISSION	1,500.00
MILLER STEPHENS, MARY	10,000.00
MIWONGTUM, RACHEL	120.99
MOBILE MINI, INC.	1,910.27
MOON CONSTRUCTION COMPANY	12,236.63
MORGAN SOUND INC	1,573.52
MOTT MACDONALD GROUP, INC.	945.00
MR. T'S TROPHIES	239.47
MUMMA, RYAN	58.32
MUNIMANAGE, LLC	15,750.00
NATIONAL LIFE OF VERMONT	862.19
NATIONWIDE FINANCIAL 401a	173,107.49
NATIONWIDE RETIREMENT SOLUTIONS 457	4,680.00
NORTHLAKE LUTHERAN CHURCH	100.00
NORTHSHORE FIRE DEPT	4,643.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	494.00
NORTHSHORE SCHOOL DISTRICT	2,500.00
NORTHSHORE SENIOR CENTER	7,150.00
NORTHSHORE UTILITY DIST	56,808.39
NORTHSHORE YOUTH & FAMILY SERVICES	4,000.00
NORTHWEST ARBORICULTURE LLC	1,235.00
NORTHWEST LANDSCAPE SERVICES	26,966.59
NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST PLAYGROUND EQUIPMENT INC.	14.97
NORTHWESTERN COLLECTION SERVICE INC	690.00
NRC ENVIRONMENTAL SERVICES, INC.	4,975.10
OFFICE DEPOT	7,753.47
OFFICE TEAM	1,450.93
OGDEN, MURPHY, WALLACE	11,830.00
OLYMPIC ENVIRONMENTAL RESOURCES INC	18,173.18
OSBORN CONSULTING INC.	44,365.79
OUSLEY, NANCY	758.38
OVERLEESE, KRISTEN	62.40
PACE ENGINEERS, INC.	12,453.72

PACIFIC TOPSOILS	2,105.47
PACIFICA LAW GROUP LLP	632.50
PAJEK, KELLY	22.00
PAMPLIN MEDIA GROUP	190.00
PARAMETRIX INC	26,969.40
PAT'S TREES AND LANDSCAPE INC.	2,617.83
PAWS	1,750.00
PCS MOBILE	4,741.35
PEARSON ESTATES LLC	7,397.46
PEMBERTON, JIM	3,086.64
PENDLETON, MICHAEL	3,186.34
PEOPLES STORAGE	1,407.00
PERFORMANCE SYSTEMS INTEGRATION LLC	826.73
PERSONAL BEST/ TOPHEALTH	117.20
PERTEET INC.	101,873.36
PETTY CASH CUSTODIAN	838.59
PHSI PURE HEALTH SOLUTIONS INC.	603.78
PHSI PURE WATER FINANCE	402.49
PROTECTION TECHNOLOGIES, INC	1,224.63
PROTHMAN COMPANY	14,275.80
PRSA	307.00
PUBLIC HEALTH DEPT. OF KING COUNTY	430.00
PUGET SOUND BUSINESS JOURNAL	105.00
PUGET SOUND CLEAN AIR AGENCY	17,411.00
PUGET SOUND ENERGY	121,380.12
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
ZUMAR	102.15
	<u>13,679,323.33</u>

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	BANNER BANK		3,774.45
	BANNER BANK BAKER		7,853.97
	BANNER BANK BH		1,879.81
	BANNER BANK CS		2,875.52
	BANNER BANK DB		345.98
	BANNER BANK JG		2,942.60
	BANNER BANK JGORDON		5,610.74
	BANNER BANK KENMORE		20,928.75
	BANNER BANK LD		3,071.35
	BANNER BANK NO		2,620.25

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BASTYR UNIVERSITY		50,200.00
BELLEVUE COLLEGE		219.12
BELMARK, LLC		7,776.05
BEN HOLT INDUSTRIES		5,800.00
BERK CONSULTING		61,940.47
BEST BUY BUSINESS ADVANTAGE ACCOUNT		21,943.51
BJELDE, LAUREN		1,750.00
BRIEN, GAYLYNN		350.00
BRUCE DEES & ASSOCIATES		55,616.25
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BULGER SAFE & LOCK, INC.		363.54
CALPORTLAND COMPANY		1,154.22
CAPITAL ONE COMMERCIAL/ COSTCO		19.37
CAPPS, DAWNA		50.00
CASCADE PEST CONTROL		854.10
CASCADE RECREATION, INC		301.13
CATHOUSE PIZZA		16.00
CEMEX		1,764.90
CENTER FOR HUMAN SERVICES		5,000.00
CHICAGO TITLE		1,096.00
CITY OF BELLEVUE		82,924.97
CITY OF KENMORE FS		3,549.32
CITY OF KENT		500.00
CITY OF LAKE FOREST PARK		544,228.94
CITY OF SHORELINE		1,357.68
CITY OF TACOMA		40.00
CITYWORKS/ AZTECA SYSTEMS INC.		21,900.00
CLOWNS UNLIMITED, INC.		897.90
COAST & HARBOR ENGINEERING		48,020.68
COASTAL WEAR PRODUCTS INC		1,356.71
COASTWIDE LABORATORIES		5,310.47
COBRA BEC, INC.		8,945.94
CODE PUBLISHING COMPANY		5,451.28
COLUMBIA RIDGE LANDFILL		6,276.23
COMCAST		3,200.63
CONSOLIDATED PRESS		6,027.99
CONTOUR FENCE CO. INC.		4,789.53
CORT PARTY RENTAL		582.98
COX PRINTING & SIGNS		766.40
CULLEY, AMBERLY		6,296.26
CURTIS, DR. MILTON		60.16
D.R. HORTON		15,000.00
DAILY JOURNAL OF COMMERCE		1,780.35
DANSOUND INC		5,045.76
DAY WIRELESS SYSTEMS		76.44
DEPARTMENT OF ECOLOGY		27,666.11

XI. C. The following checks and electronic payments are appr...

DEPARTMENT OF LABOR AND INDUSTRIES	16,741.93
DEPARTMENT OF RETIREMENT SYSTEMS	248,237.49
DEPPA, DOUG	127.50
DEVRIES, DENIS	309.99
DIGITAL REPROGRAPHICS SERVICES INC.	219.66
DRS 457	17,880.00
DURRANT, JEFF	178.50
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EJ USA, INC.	1,977.57
EMERALD FIRE LLC	289.08
EMPLOYMENT SECURITY DEPT	13,988.75
ENVIRONMENTAL SYSTEMS RESEARCH INST	5,694.00
ESA ADOLFSON	27,692.85
EVERGREEN PRINT SOLUTIONS	715.24
EVERGREEN SAFETY COUNCIL	299.00
FAZZARI MARKETING	574.93
FEENEY WIRELESS	1,195.81
FERGUSON ENTERPRISES INC #1539	2,953.28
FINANCIAL CONSULTANTS INT'L INC	495.50
FIRE PROTECTION, INC	5,002.92
FIRE SYSTEMS WEST, INC.	547.50
FIX AUTO	1,000.00
FLEMINGS HOLIDAY LIGHTING LLC	1,394.66
FLOW TECHNOLOGIES INC.	54,497.61
FOOTPRINT PROMOTIONS	1,912.53
FRONTIER	7,332.10
FRUHLING SAND & TOPSOIL	3,100.37
FUJII, GLORIA	1,700.00
G & H PRINTING	298.99
GALLATIN PUBLIC AFFAIRS	19,900.19
GOOD TO GO	16.00
GOODSELL POWER EQUIPMENT #2 INC.	49.13
GORDON THOMAS HONEYWELL	22,597.32
GOVDELIVERY, INC.	11,025.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAINGER	661.66
GREATER BOTHELL CHAMBER OF COMMERCE	3,600.00
GREGORY, JOANNE	459.50
GRINDLINE SKATEPARKS INC.	12,850.01
GROUP FOUR INC.	7,620.00
HANSEN, COREY	23,975.00
HDR ENGINEERING, INC	480,653.52
HERBIG, NIGEL	61.56
HERMANSON COMPANY, LLP	2,520.18
HESTON VISUAL ARTS	1,051.75
HEWITT	87,054.04
HOME DEPOT CREDIT SERVICES	398.61
HONEY BUCKET	1,530.63
HOPELINK	7,500.00
HOPKINS, CRAIG	560.52

HORIZON DISTRIBUTORS INC	1,439.66
HSA BANK	1,130.64
IAP2 PUGET SOUND CHAPTER	1,550.00
ICMA RETIREMENT TRUST 457 - 304745	42,603.34
iCOMPASS TECHNOLOGIES, INC.	9,650.00
INDEPENDENT STATIONERS	1,262.22
INGLEWOOD GOLF COURSE	1,248.30
INSLEE, BEST, DOEZIE & RYDER, P.S.	223,663.70
INTEGRA TELECOM	6,360.73
INTERNATIONAL BUSINESS INNOVATION	525.00
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,528.46
INTERNATIONAL CODE COUNCIL	135.00
INTERNATIONAL INST OF MUNI CLERKS	220.00
iWORQ SYSTEMS	2,800.00
JACOBS ENGINEERING GROUP	145,596.05
JD PLUMBING & FIRE PROTECTION INC.	214.03
JET CITY PRINTING	3,167.02
JOYCE ZIKER PARKINSON	9,177.50
JP HENNESSY	500.00
JUSTIN BREWER WEB DESIGN	555.00
KAMINS, CHAD	428,692.90
KARLINSEY, ROB	154.72
KBA INC.	70,791.05
KCDA PURCHASING COOP	1,693.69
KD CANOPY	771.00
KEEP POSTED INC	304.00
KENMORE COMMERCIAL LLC	23,391.19
KENMORE HERITAGE SOCIETY	475.00
KIMBERLY LANE 9, LLC	1,145.82
KING COUNTY ANIMAL SVCS	1,523.00
KING COUNTY FINANCE	221,433.26
KING COUNTY FINANCE W.L.R.D.	50,201.34
KING COUNTY FINANCE/ GIS	2,621.11
KING COUNTY FLEET ADMIN	235.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	1,838.87
KING COUNTY RADIO COMM SERVICES	567.22
KING COUNTY RECORDER'S OFFICE	166.00
KING COUNTY SHERIFF	1,591,313.85
KING COUNTY TREASURY	12,024.01
KINGS HEATING	28.84
KOMPAN, INC	169.73
KONICA MINOLTA BUSINESS SOLUTIONS	5,375.21
KORTE, BRENT	27.61
KPFF CONSULTING ENGINEERS	89,741.08
KRAZAN & ASSOCIATES, INC.	8,522.50
KVO INDUSTRIES, INC	1,245.00
LANEY JONES AND THE SPIRITS	1,000.00
LANGTON SPIETH, LLC	32,500.00
LANGUAGE LINE SERVICES, INC.	4.83

LAW OFFICE OF JOHN RUNGERUDE, PS	300.00
LENNAR NORTHWEST, INC.	13,334.10
LIGHTHOUSE CONSULTING INC	36,969.46
LINCOLN NATIONAL LIFE INSURANCE	6,405.59
LOVE BOMB GO-GO	1,500.00
LOYUK, SAMANTHA	52.92
MACDONALD MILLER FACILITY SOLUTIONS	1,026.56
MACLEOD RECKORD	7,023.80
MAGEE, STEVEN	49.44
MAIL FINANCE	1,406.00
MARINE FLOATS CORPORATION	2,222.85
MARSHBANK CONSTRUCTION	4,379,646.25
MARY BRABEC	1,750.00
MCALLISTER, TERESA	186.18
MCKINNEI, SHAHIN	102.35
METROPOLITAN TRANS. COMMISSION	1,500.00
MILLER STEPHENS, MARY	10,000.00
MIWONGTUM, RACHEL	120.99
MOBILE MINI, INC.	1,910.27
MOON CONSTRUCTION COMPANY	12,236.63
MORGAN SOUND INC	1,573.52
MOTT MACDONALD GROUP, INC.	945.00
MR. T'S TROPHIES	239.47
MUMMA, RYAN	58.32
MUNIMANAGE, LLC	15,750.00
NATIONAL LIFE OF VERMONT	862.19
NATIONWIDE FINANCIAL 401a	173,107.49
NATIONWIDE RETIREMENT SOLUTIONS 457	4,680.00
NORTHLAKE LUTHERAN CHURCH	100.00
NORTHSHORE FIRE DEPT	4,643.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	494.00
NORTHSHORE SCHOOL DISTRICT	2,500.00
NORTHSHORE SENIOR CENTER	7,150.00
NORTHSHORE UTILITY DIST	56,808.39
NORTHSHORE YOUTH & FAMILY SERVICES	4,000.00
NORTHWEST ARBORICULTURE LLC	1,235.00
NORTHWEST LANDSCAPE SERVICES	26,966.59
NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST PLAYGROUND EQUIPMENT INC.	14.97
NORTHWESTERN COLLECTION SERVICE INC	690.00
NRC ENVIRONMENTAL SERVICES, INC.	4,975.10
OFFICE DEPOT	7,753.47
OFFICE TEAM	1,450.93
OGDEN, MURPHY, WALLACE	11,830.00
OLYMPIC ENVIRONMENTAL RESOURCES INC	18,173.18
OSBORN CONSULTING INC.	44,365.79
OUSLEY, NANCY	758.38
OVERLEESE, KRISTEN	62.40
PACE ENGINEERS, INC.	12,453.72

PACIFIC TOPSOILS	2,105.47
PACIFICA LAW GROUP LLP	632.50
PAJEK, KELLY	22.00
PAMPLIN MEDIA GROUP	190.00
PARAMETRIX INC	26,969.40
PAT'S TREES AND LANDSCAPE INC.	2,617.83
PAWS	1,750.00
PCS MOBILE	4,741.35
PEARSON ESTATES LLC	7,397.46
PEMBERTON, JIM	3,086.64
PENDLETON, MICHAEL	3,186.34
PEOPLES STORAGE	1,407.00
PERFORMANCE SYSTEMS INTEGRATION LLC	826.73
PERSONAL BEST/ TOPHEALTH	117.20
PERTEET INC.	101,873.36
PETTY CASH CUSTODIAN	838.59
PHSI PURE HEALTH SOLUTIONS INC.	603.78
PHSI PURE WATER FINANCE	402.49
PROTECTION TECHNOLOGIES, INC	1,224.63
PROTHMAN COMPANY	14,275.80
PRSA	307.00
PUBLIC HEALTH DEPT. OF KING COUNTY	430.00
PUGET SOUND BUSINESS JOURNAL	105.00
PUGET SOUND CLEAN AIR AGENCY	17,411.00
PUGET SOUND ENERGY	121,380.12
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
ZUMAR	102.15
	<u>13,679,323.33</u>

XI. C. The following checks and electronic payments are appr...

Voucher Certification and Approval

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

The following checks and electronic payments are approved for payment:

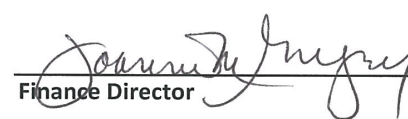
Total Check numbers: 35069 through 35164 \$ 606,483.88

Payroll check numbers: 9006-9007 \$ 1,015.54

Total Payroll electronic deposits dated: 08/19/2016 \$ 80,618.95


City Manager

7/1/16
Date


Finance Director

7/1/16
Date

Check #	Vendor Name	Description	Check Amount
35069	VOID	Void	-
35070	WESTERN DISPLAY FIREWORKS, LTD.	4th of July Fireworks Display	17,000.00
35071	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	12,318.68
35072	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	195.00
35073	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	3,103.81
35074	DRS 457	Deferred Comp Payroll Deduction	1,160.00
35075	AFLAC	Private Medical/ Disability Plans	348.94
35076	CITY OF KENMORE FS	Flexible Spending Medical Plans	396.38
35077	BANK OF AMERICA 941	Payroll Taxes	17,475.83
35078	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	17,744.01
35079	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	2,334.14
35080	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	442.00
35081	NATIONAL LIFE OF VERMONT	Life Insurance	123.17
35082	AMERICAN GENERAL LIFE GPO-400S	Life Insurance	432.17
35083	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
35084	HSA BANK	Employee Health Savings Acct. Contribution	80.76
35085	AWC EMPLOYEE BENEFITS	Employee Health Insurance	46,410.57
35086	LINCOLN NATIONAL LIFE INSURANCE	Life/Long Term Disability/AD&D	908.02
35087	JERNIGAN, BRENNAN	8/5 Net Pay for Failed Direct Deposit	138.22
35088	CITY OF LAKE FOREST PARK	July Pubilc Works Contract	74,532.23
35089	COASTWIDE LABORATORIES	Incubator Maintenance Supplies	188.56
35090	CODE PUBLISHING COMPANY	Kenmore Municipal Code Updates	2,639.99
35091	FERGUSON ENTERPRISES INC #1539	Catch Basin Grate Replacement	512.95
35092	FRUHLING SAND & TOPSOIL	Dump Fees	39.50
35093	JET CITY PRINTING	NTPP Postcard/Walkways Waterways Fact Sheet	265.98
35094	KING COUNTY FINANCE	Q2 2016 Alcohol Treatment Svcs/Liquor Profits	1,378.87
35095	KING COUNTY FINANCE	King County Road Svcs/W. Sammamish Bridge	41,518.84

35096	MORGAN SOUND INC	Kenmore Play Day Sound Service	558.45
35097	NORTHSHORE FIRE DEPT	July Fire Marshal Plan Review	160.00
35098	HONEY BUCKET	Summer Concerts & 4th of July Rentals	1,584.00
35099	OFFICE DEPOT	City Clerk Office Supplies	89.84
35100	OFFICE TEAM	Temporary Employee Services	2,778.20
35101	PEOPLES STORAGE	Sept. 2016 Storage Unit Rent	201.00
35102	PUGET SOUND ENERGY	Electricity/Street Lights/Signals/Radar Signs	1,947.96
35103	CEMEX	Materials for Asphalt Repairs	349.29
35104	SIGN UP, SIGN CO, INC	Walkways/Waterways/Parking/Food Truck Signs	810.30
35105	ST EDWARD STATE PARK	Summer Concert Park Rental 8/4 & 8/11	2,486.80
35106	STATE AUDITOR'S OFFICE	2015 TBD & Federal/Financial Audit Services	17,564.44
35107	TOTAL LANDSCAPE CORP	July Parks & City Hall Landscape Maintenance	6,732.71
35108	DANSOUND INC	Summer Concert Sound Services - Concert #6	1,261.44
35109	MACLEOD RECKORD	July 16-C1502 Moorlands Park Consulting	1,487.50
35110	MAIL FINANCE	Q4 2016 Postage Machine Lease	703.00
35111	WA STATE DEPT OF TRANSPORTATION	SR 522 West A Construction Engineering Services	145.58
35112	KONICA MINOLTA BUSINESS SOLUTIONS	July Incubator & KBA Copy Machine Leases	604.77
35113	SOUND LAW CENTER	Hearing Examiner Services	486.50
35114	BANNER BANK CS	National Night Out Supplies & Police Stickers	1,158.53
35115	BUILDERS EXCHANGE OF WASHINGTON INC	181st Sidewalk Plan Online Publishing	59.90
35116	BANNER BANK NO	Incubator Signs & Supplies/Bus. Directory	454.74
35117	BANNER BANK JG	WSP Background Cks/New Hire Driving Records	134.00
35118	GRAINGER	Reflective Vests	21.86
35119	BANNER BANK KENMORE	Computers/Conf. Registration/Parking Stickers	917.32
35120	BANNER BANK KENMORE	Supplies/Conf. Registration/Easels/PW Parts	1,440.43
35121	EVER-MARK, LLC	Target Zero Supplies	664.37
35122	A+ CONFERENCING	City Hall Phone Conference Call	11.84
35123	BANNER BANK JGORDON	City Hall Maintenance & Supplies	887.85
35124	JACOBS ENGINEERING GROUP	15-C1411 July W. Sammamish Bridge Project	35,706.03
35125	ALCALDE & FAY	July 2016 Government Affairs Consulting	5,058.81
35126	COMCAST	8/14-9/13 City Hall Internet/Cable	288.77
35127	TOWN CENTER HARDWARE	July Public Works Supplies	198.87
35128	HORIZON DISTRIBUTORS INC	Irrigation Supplies & Repair Materials	97.87
35129	INTEGRA TELECOM	8/8-9/7 City Hall Phone Service	911.91
35130	BANNER BANK BH	Code Books & Supplies	1,951.69
35131	MILLER STEPHENS, MARY	June 2016 Public Defender Services	1,250.00
35132	GREATER BOTHELL CHAMBER OF COMMERCE	July Kenmore Business Alliance Support Services	200.00
35133	JOYCE ZIKER PARKINSON	July 2016 Legal Consulting - Kenmore Village	147.50
35134	KBA INC.	July 15-C1475 Town Green Construction Mgmt.	13,689.95
35135	EJ USA, INC.	Catch Basin Grate Replacements	891.15
35136	WAGE WORKS	June AFLAC & Flex Plan Administration Fees	116.00
35137	KENMORE COMMERCIAL LLC	September 2016 Incubator Building Rent	3,281.00
35138	CHICAGO TITLE	Labels	3.78
35139	AVCA HARDWARE	Assistied Listening Devices	341.33
35140	SCORE	June 2016 Inmate Monitoring	422.50
35141	HEWITT	5/28-7/29 14-C1324 Town Green Consulting	27,260.10
35142	A & A LIMOUSINE & BUS SERVICE	Kenmore Play Day Shuttle Service	570.00
35143	GALLATIN PUBLIC AFFAIRS	July 2016 Media Relations Marketing Services	3,500.00
35144	MARSHBANK CONSTRUCTION	14-C1328 SR 522 West A Construction 7/1-7/25	42,178.56
35145	KPFF CONSULTING ENGINEERS	15-C1484 5/28-6/24 On-Call Consulting Services	89,665.95

35146	BANNER BANK	RK	Business Meeting Expense	35.41
35147	TOP TO BOTTOM JANITORIAL, INC.		August 2016 City Hall Janitorial Service	3,500.00
35148	MUNIMANAGE, LLC		7/31-8/10 Lakepointe Consulting Service	2,375.00
35149	TECHNEX		Parks Aquatic Weed Control Treatment	24,768.90
35150	COAST & HARBOR ENGINEERING		15-C1456 Squires Landing Improvements	15,308.37
35151	ARTSITE LTD, LLC		City Hall Ceiling Art Cleaning & Re-Installation	1,435.76
35152	MAINSTREET MASONRY RESTORATION LLC		City Hall Window Cleaning	1,228.25
35153	OWEN EQUIPMENT COMPANY		Sweeper Truck Broom Replacement	1,246.98
35154	YOURMEMBERSHIP.COM, INC		Building Inspector Recruitment	150.00
35155	SKILLET		Food Truck Event	404.00
35156	BRAVO ENVIRONMENTAL SERVICE		Vactor Truck Services	1,144.28
35157	DEPARTMENT OF ECOLOGY		Stormwater Permit Fee	7,073.54
35158	KING COUNTY FINANCE W.L.R.D.		January - June Surface Water Mgmt. Billing Fees	6,750.46
35159	KING COUNTY FLEET ADMIN		Surface Water Management Inspection Tools	647.17
35160	TOTAL LANDSCAPE CORP		15-C1424 SWM Facility Mowing/Pond Maint.	18,237.23
35161	AM TEST, INC		Swamp Creek Water Samples	100.00
35162	CONSOLIDATED PRESS		Summer Newsletter	3,211.50
35163	BANNER BANK	LD	Special Events/Meeting & Concert Expenses	2,264.98
35164	BANNER BANK	DB	Airfare/Security Cameras/Meeting Expenses	1,204.04
9006	JERNIGAN, BRENNAN		Payroll Check	71.66
9007	MUNRO, JAKE		Payroll Check	943.88
8/19/2016	PAYROLL		Direct Deposit	80,618.95
				<u>\$ 688,118.37</u>

XI. D. The following checks and electronic payments are appr...

2016	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2016
	A & A LIMOUSINE & BUS SERVICE		1,083.00
	A+ CONFERENCING		723.49
	AA ASPHALTING, INC		11,389.51
	AAA FLAG & BANNER MFG. CO., INC.		4,918.36
	AAA PRINTING		1,100.65
	AABCO BARRICADE COMPANY INC.		2,726.55
	ABIGANIA, ALBERT		300.00
	ACF WEST INC		3,533.01
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		1,425.00
	ADMAN, STACI		6,296.26
	ADVANCE TESTING & SERVICE INC		702.00
	AFLAC		2,442.58
	AGORA NW LLC		336.39
	ALCALDE & FAY		30,939.90
	ALEXANDER, JEFF		400.00
	ALL CLIMATE HEATING AND AIR		36.05
	ALL TRAFFIC SOLUTIONS		2,625.00
	ALLPLAY SYSTEMS LLC		58.04
	ALPHAGRAPHICS US718		946.78
	ALTA MAXINE MELVIN		14,674.00
	AM TEST, INC		1,125.00
	AMERICAN GENERAL LIFE GPO-400S		3,025.19
	AMERICAN PLANNING ASSOCIATION		2,124.00
	AMERICAN PUBLIC WORKS ASSOCIATION		1,225.00
	AMERICAN SOCIETY OF CIVIL ENGINEERS		225.00
	AMERICAN SOCIETY OF COMPOSERS		336.63
	ANCHOR QEA, LLC		7,611.50
	APPLIED CONCEPTS, INC.		2,979.50
	ARC - PACIFIC NORTHWEST		2,711.51
	ARTS OF KENMORE		2,444.76
	ASPLUNDH		5,420.25
	ASSOCIATION OF WA CITIES		16,935.04
	ATHENAS		320.00
	AURORA RENTS		1,371.81
	AUTO BEE		150.00
	AV CAPTURE ALL		4,718.57
	AWC EMPLOYEE BENEFITS		315,429.13
	BAKER, BRIDGIT		138.62
	BAKER, DAVID		2,684.88
	BANK OF AMERICA 941		231,681.66
	BANNER BANK		3,774.45
	BANNER BANK BAKER		7,853.97
	BANNER BANK BH		1,879.81
	BANNER BANK CS		2,875.52
	BANNER BANK DB		1,681.46
	BANNER BANK JG		2,942.60
	BANNER BANK JGORDON		5,610.74

XI. D. The following checks and electronic payments are appr...

BANNER BANK	KENMORE	20,928.75
BANNER BANK	LD	3,071.35
BANNER BANK	NO	2,620.25
BANNER BANK	PS	1,205.44
BANNER BANK	RK	2,686.04
BANNER BANK	VAN NESS	4,381.46
BARTLETT TREE EXPERTS		394.20
BASTYR UNIVERSITY		50,200.00
BELLEVUE COLLEGE		219.12
BELMARK, LLC		7,776.05
BEN HOLT INDUSTRIES		6,050.00
BERK CONSULTING		73,080.58
BEST BUY BUSINESS ADVANTAGE ACCOUNT		21,943.51
BJELDE, LAUREN		1,750.00
BRIEN, GAYLYNN		400.00
BRUCE DEES & ASSOCIATES		55,616.25
BUILDERS EXCHANGE OF WASHINGTON INC		392.05
BULGER SAFE & LOCK, INC.		363.54
CALPORTLAND COMPANY		1,154.22
CAPITAL ONE COMMERCIAL/ COSTCO		19.37
CAPPS, DAWNA		50.00
CARSTAR		1,793.19
CASCADE PEST CONTROL		854.10
CASCADE RECREATION, INC		301.13
CATHOUSE PIZZA		112.00
CEMEX		1,874.95
CENTER FOR HUMAN SERVICES		5,000.00
CHICAGO TITLE		1,096.00
CITY OF BELLEVUE		112,924.97
CITY OF KENMORE FS		3,945.70
CITY OF KENT		500.00
CITY OF LAKE FOREST PARK		544,228.94
CITY OF SHORELINE		1,357.68
CITY OF TACOMA		40.00
CITYWORKS/ AZTECA SYSTEMS INC.		21,900.00
CLOWNS UNLIMITED, INC.		897.90
COAST & HARBOR ENGINEERING		48,020.68
COASTAL WEAR PRODUCTS INC		1,356.71
COASTWIDE LABORATORIES		5,589.96
COBRA BEC, INC.		8,945.94
CODE PUBLISHING COMPANY		5,451.28
COLUMBIA RIDGE LANDFILL		8,019.72
COMCAST		3,467.99
CONSOLIDATED PRESS		6,027.99
CONTOUR FENCE CO. INC.		4,789.53
CORT PARTY RENTAL		582.98
COX PRINTING & SIGNS		766.40
CULLEY, AMBERLY		6,296.26
CURTIS, DR. MILTON		60.16
D.R. HORTON		15,000.00

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DAILY JOURNAL OF COMMERCE	2,256.15
DANSOUND INC	6,307.20
DAY WIRELESS SYSTEMS	76.44
DEPARTMENT OF ECOLOGY	27,666.11
DEPARTMENT OF LABOR AND INDUSTRIES	16,741.93
DEPARTMENT OF RETIREMENT SYSTEMS	265,816.91
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FOOTPRINT PROMOTIONS	1,912.53
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GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAINGER	1,738.71
GREATER BOTHELL CHAMBER OF COMMERCE	4,200.00
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GRINDLINE SKATEPARKS INC.	12,850.01
GROUP FOUR INC.	7,620.00
HANSEN, COREY	23,975.00
HATFIELD, CHRISTOPHER	75.00
HDR ENGINEERING, INC	480,653.52
HERBIG, NIGEL	61.56
HERMANSON COMPANY, LLP	2,520.18
HESTON VISUAL ARTS	1,051.75

XI. D. The following checks and electronic payments are appr...

HEWITT	87,054.04
HOME DEPOT CREDIT SERVICES	398.61
HONEY BUCKET	1,748.98
HOPELINK	7,500.00
HOPKINS, CRAIG	630.18
HORIZON DISTRIBUTORS INC	1,551.35
HSA BANK	1,211.40
IAP2 PUGET SOUND CHAPTER	1,550.00
ICMA RETIREMENT TRUST 457 - 304745	45,707.15
iCOMPASS TECHNOLOGIES, INC.	9,650.00
INDEPENDENT STATIONERS	1,262.22
INGLEWOOD GOLF COURSE	1,248.30
INSLEE, BEST, DOEZIE & RYDER, P.S.	278,244.98
INTEGRA TELECOM	6,360.73
INTERNATIONAL BUSINESS INNOVATION	525.00
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,528.46
INTERNATIONAL CODE COUNCIL	135.00
INTERNATIONAL INST OF MUNI CLERKS	220.00
iWORQ SYSTEMS	2,800.00
JACOBS ENGINEERING GROUP	145,596.05
JD PLUMBING & FIRE PROTECTION INC.	214.03
JET CITY PRINTING	3,314.85
JOYCE ZIKER PARKINSON	9,177.50
JP HENNESSY	500.00
JUSTIN BREWER WEB DESIGN	555.00
KAMINS, CHAD	519,470.58
KARLINSEY, ROB	154.72
KBA INC.	70,791.05
KCDA PURCHASING COOP	1,693.69
KD CANOPY	771.00
KEEP POSTED INC	304.00
KENMORE COMMERCIAL LLC	23,391.19
KENMORE HERITAGE SOCIETY	475.00
KIMBERLY LANE 9, LLC	1,145.82
KING COUNTY ANIMAL SVCS	2,349.00
KING COUNTY FINANCE	226,135.76
KING COUNTY FINANCE W.L.R.D.	50,201.34
KING COUNTY FINANCE/ GIS	2,621.11
KING COUNTY FLEET ADMIN	235.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	1,838.87
KING COUNTY RADIO COMM SERVICES	567.22
KING COUNTY RECORDER'S OFFICE	166.00
KING COUNTY SHERIFF	1,857,318.52
KING COUNTY TREASURY	12,024.01
KINGS HEATING	28.84
KOMPAN, INC	169.73
KONICA MINOLTA BUSINESS SOLUTIONS	5,375.21
KORTE, BRENT	27.61
KPFF CONSULTING ENGINEERS	89,741.08

XI. D. The following checks and electronic payments are appr...

KRAZAN & ASSOCIATES, INC.	8,522.50
KVO INDUSTRIES, INC	1,245.00
LANEY JONES AND THE SPIRITS	1,000.00
LANGTON SPIETH, LLC	35,000.00
LANGUAGE LINE SERVICES, INC.	4.83
LAW OFFICE OF JOHN RUNGERUDE, PS	600.00
LENNAR NORTHWEST, INC.	13,334.10
LIGHTHOUSE CONSULTING INC	48,583.41
LINCOLN NATIONAL LIFE INSURANCE	6,405.59
LOVE BOMB GO-GO	1,500.00
LOYUK, SAMANTHA	52.92
MACDONALD MILLER FACILITY SOLUTIONS	1,657.42
MACLEOD RECKORD	7,023.80
MAGEE, STEVEN	49.44
MAIL FINANCE	1,406.00
MARINE FLOATS CORPORATION	2,222.85
MARSHBANK CONSTRUCTION	4,379,646.25
MARY BRABEC	3,500.00
MCALLISTER, TERESA	186.18
MCKINNEI, SHAHIN	102.35
METROPOLITAN TRANS. COMMISSION	1,500.00
MILLER STEPHENS, MARY	10,000.00
MIWONGTUM, RACHEL	120.99
MOBILE MINI, INC.	2,219.56
MOON CONSTRUCTION COMPANY	27,199.81
MORGAN SOUND INC	1,573.52
MOTT MACDONALD GROUP, INC.	945.00
MR. T'S TROPHIES	239.47
MUMMA, RYAN	58.32
MUNIMANAGE, LLC	15,750.00
NATIONAL LIFE OF VERMONT	862.19
NATIONWIDE FINANCIAL 401a	185,317.69
NATIONWIDE RETIREMENT SOLUTIONS 457	4,875.00
NORTHLAKE LUTHERAN CHURCH	100.00
NORTHSHORE FIRE DEPT	4,843.00
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	76,119.62
NORTHSHORE YOUTH & FAMILY SERVICES	4,000.00
NORTHWEST ARBORICULTURE LLC	1,235.00
NORTHWEST LANDSCAPE SERVICES	28,711.71
NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST PLAYGROUND EQUIPMENT INC.	14.97
NORTHWESTERN COLLECTION SERVICE INC	690.00
NRC ENVIRONMENTAL SERVICES, INC.	4,975.10
OAC SERVICES, INC	307.97
OFFICE DEPOT	8,155.38
OFFICE TEAM	3,366.93

XI. D. The following checks and electronic payments are appr...

OGDEN, MURPHY, WALLACE	12,122.50
OLYMPIC ENVIRONMENTAL RESOURCES INC	19,477.68
OSBORN CONSULTING INC.	44,365.79
OUSLEY, NANCY	758.38
OVERLEESE, KRISTEN	62.40
PACE ENGINEERS, INC.	18,381.48
PACIFIC TOPSOILS	3,195.34
PACIFICA LAW GROUP LLP	632.50
PAJEK, KELLY	22.00
PAMPLIN MEDIA GROUP	190.00
PARAMETRIX INC	26,969.40
PAT'S TREES AND LANDSCAPE INC.	2,617.83
PAWS	1,925.00
PCS MOBILE	4,741.35
PEARSON ESTATES LLC	7,397.46
PEMBERTON, JIM	3,086.64
PENDLETON, MICHAEL	3,186.34
PEOPLES STORAGE	1,407.00
PERFORMANCE SYSTEMS INTEGRATION LLC	826.73
PERSONAL BEST/ TOPHEALTH	117.20
PERTEET INC.	122,717.79
PETTY CASH CUSTODIAN	838.59
PHSI PURE HEALTH SOLUTIONS INC.	603.78
PHSI PURE WATER FINANCE	704.35
PRINTWEST	492.75
PROTECTION TECHNOLOGIES, INC	1,224.63
PROTHMAN COMPANY	14,275.80
PRSA	307.00
PUBLIC HEALTH DEPT. OF KING COUNTY	430.00
PUGET SOUND BUSINESS JOURNAL	105.00
PUGET SOUND CLEAN AIR AGENCY	17,411.00
PUGET SOUND ENERGY	132,591.01
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
QUALITY BUSINESS SYSTEMS INC.	7,128.01
R.C. PAINTING & SONS, INC.	1,314.00
REID, JAMES FALCONER	5,400.00
REIQUAM, PETER	8,000.00
REPUBLIC SERVICES	4,900.94
RESOURCE EXPLORATION, LLC	12,000.00
RFI ENTERPRISES INC.	2,075.03
RICHARDSON, ZACK	116.00
RICHMOND AMERICAN HOMES OF WA	47.00
SALTER, JON	444.00
SAMYN, DR. JEFFREY	250.00
SARAH ROBERTS	63,741.72
SAUVE, GAYLEN	350.00
SAWYER, RICHARD	124.11
SCHINDLER ELEVATOR CORPORATION	1,143.18
SCHOCK, BRETT	116.00
SCORE	232,249.27

XI. D. The following checks and electronic payments are appr...

SEATTLE TIMES	8,827.67
SELECT AIR SERVICES DBA GREENWOOD	32.14
SESAC	378.00
SHRED-IT USA LLC	455.86
SIGN UP, SIGN CO, INC	664.67
SITEIMPROVE, INC.	2,499.00
SITTS & HILL ENGINEERS, INC.	10,377.67
SKYWARD CONSTRUCTION	2,137,323.03
SMITH, BRENT	63.72
SNOHOMISH COUNTY	8,680.00
SOFTRESOURCES LLC	4,243.75
SOFTWAREONE, INC.	10,353.38
SOLOMON ARTS & ENTERTAINMENT	300.00
SOLTERRA	298.65
SOUND CITIES ASSOC	13,018.25
SOUND LAW CENTER	16,411.50
SOUND OCEAN	188.96
SOUND PUBLISHING, INC.	6,338.02
SPERRY, LAURIE	64.80
ST EDWARD STATE PARK	4,923.60
STARDOM SERVICES, INC.	3,570.00
STATE AUDITOR'S OFFICE	2,513.60
STATE OF FLORIDA DISBURSEMENT UNIT	4,125.00
STEWART MACNICHOLS HARMELL, INC.	35,803.00
SUNGARD PUBLIC SECTOR INC.	37,796.00
TACOS LA FLACA	40.00
TELESYSTEMS WEST	634.12
TERREBONNE LIMITED	301.83
THE DAVEY TREE EXPERT COMPANY	3,613.50
THE TILLERS, LLC	1,750.00
THE WIDE FORMAT COMPANY	1,045.73
THOMAS, MICHAEL	223.30
TOP TO BOTTOM JANITORIAL, INC.	14,400.00
TOPIA TECHNOLOGY/ BIS	1,300.00
TOTAL LANDSCAPE CORP	43,340.28
TOWN CENTER HARDWARE	591.12
TWO STORY ZORI	1,750.00
UNITED RENTALS NW, INC	835.57
UNITED STATES POSTMASTER	3,102.71
UNITED STATES TREASURY	4.10
UNITED WAY OF KING COUNTY	3,315.00
UPS STORE	277.62
US POSTAL SERVICE (HASLER)	7,191.75
UTILITIES UNDERGROUND LOCATION CTR	1,145.52
V2WORKS	935.55
VAN NESS, ALLAN	1,860.19
VAUGHAN, KENT	198.00
VERIZON WIRELESS	8,691.05
VERTICAL VISUAL SOLUTIONS INC.	793.88
VICENTE, JOHN	47.00

XI. D. The following checks and electronic payments are appr...

VOLGISTICS, INC	540.00
W.S.S.O. Advanced Training	520.00
WA ASSOC OF BUILDING OFFICIALS	1,575.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	175.00
WA CITIES INSURANCE AUTHORITY	229,194.00
WA FINANCE OFFICERS ASSOCIATION	475.00
WA STATE DEPT OF LABOR & INDUSTRIES	141.60
WA STATE DEPT OF TRANSPORTATION	28,878.05
WAGE WORKS	646.00
WALL, JOHN	187.83
WALTERS, GEORGE	7,500.00
WASHINGTON ARCHITECTURAL HARDWARE	1,664.41
WASHINGTON AWARDS	546.39
WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
WASHINGTON STATE DEPT OF REVENUE	2,667.11
WASHINGTON STATE OFFICE CASH MGMT	2,847.50
WASHINGTON STATE PATROL	1,059.80
WASHINGTON TREE SERVICE INC	1,533.00
WATSON, ELIZABETH	500.00
WELLS FARGO FINANCIAL	7,702.52
WELWEST CONSTRUCTION INC.	36,050.00
WETLANDS & WOODLANDS INC	730.91
WHELFHAM, STEPHANIE	250.00
WONDERLAND DEVELOPMENT	1,250.00
WRIGHT, MARCI	1,500.00
WSU URBAN IPM & PESTICIDE SAFETY	58.00
ZONAR SYSTEMS	525.33
ZONES	1,122.80
ZORNES, GARY	641.50
ZUMAR	102.15
	<u>14,758,103.70</u>

XI. D. The following checks and electronic payments are appr...



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: July 2016 Financial Report Presentation	For Council Meeting Agenda of: September 12, 2016 Department: Finance and Administration Prepared by: Joanne Gregory <u>Initial & Date</u> Approved by Department Head: <i>[Signature]</i> 9/12/16 Approved by City Attorney: <i>[Signature]</i> 9/12/16 Approved by Finance Director: <i>[Signature]</i> 9/12/16 Approved by City Manager: <i>Nick & Rick</i> 2 SEPT 2016
Proposed Council Action/Motion: Receive and File July 2016 Financial Report for the City of Kenmore, Washington	Exhibits/Attachments: July 2016 Financial Report for the City of Kenmore, Washington.
Expenditure Required N/A	Amount Budgeted \$59,692,797 Revenues \$69,265,349 Expenditures
Appropriation Required N/A	
<u>INFORMATION/BACKGROUND:</u> The July 2016 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2015-2016 adopted biennial budget. The budget was adopted on December 8, 2014. It also provides an opportunity to identify any potential variances or fluctuations from the budget. The mid-biennium budget review process has been completed and the December monthly report reflects the amended budgets approved by the City Council on November 23, 2015.	
<u>FISCAL CONSIDERATION:</u> July is the 19th month (79%) of the 24 month 2015-2016 biennium. The monthly schedules attached include the Transportation Benefit District Fund for informational purposes although it is a separate entity. Total General Fund revenues are at 82.2% of the amended budget and expenditures are at 75%. Sales taxes, development revenues, and franchise fees are trending ahead of budget. All segments of sales taxes (retail, construction, wholesale, other) continue to be strong. Utility tax revenues continue to be below budget projections.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 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.	

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PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: August 30, 2016
RE: July 2016 Financial Reports for the City of Kenmore, Washington

July 2016 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
- Investment Schedule
- Cash and Investment Report
- 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

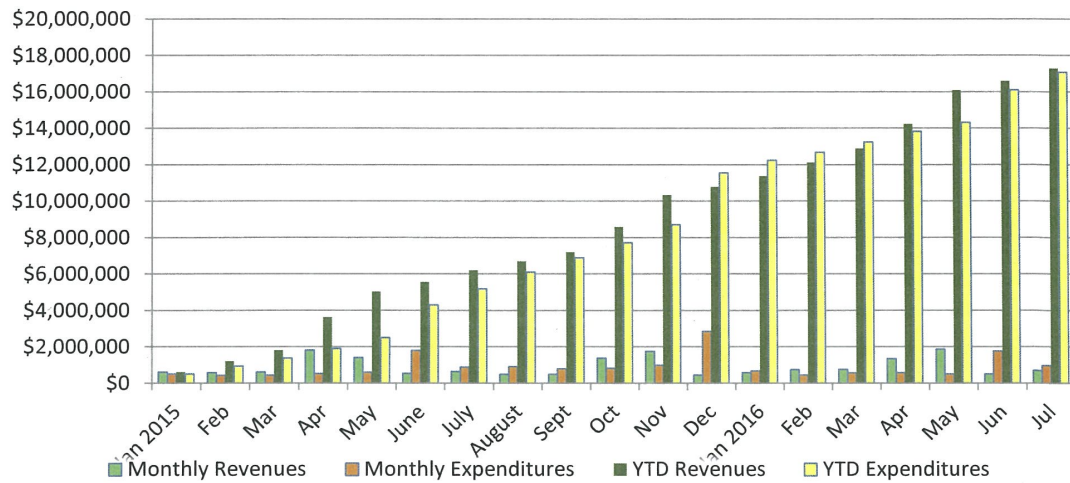
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

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, July is the nineteenth month (79%) of the 2015-2016 biennial budget period. For the month of July, expenditures exceeded revenues in the General Fund by \$275,844. During the biennium revenues exceed expenditures by \$221,607.

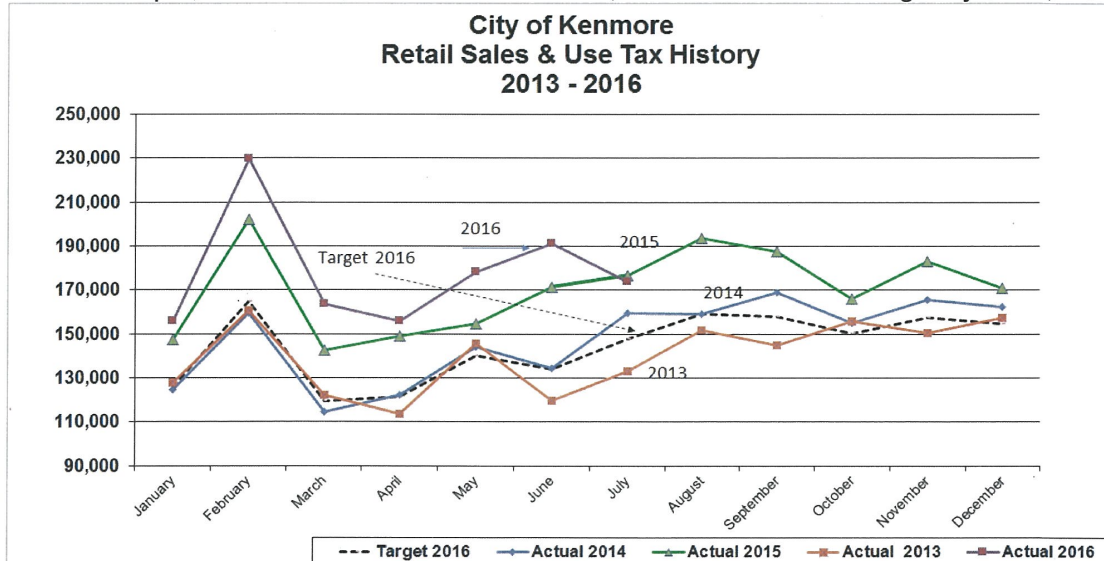
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through July 2016.

City of Kenmore, Washington
Monthly Financial Report
July 2016



Total **revenues** for the month were **\$695,859**. Biennium to date revenues are \$17,291,734, which is 82.2% of the amended budgeted revenues of \$21,048,270. Primary sources of revenue for the month included property taxes in the amount of \$12,641, development fees & permits in the amount of \$93,122, retail sales and use taxes in the amount of \$173,737, and utility taxes in the amount of \$86,338.

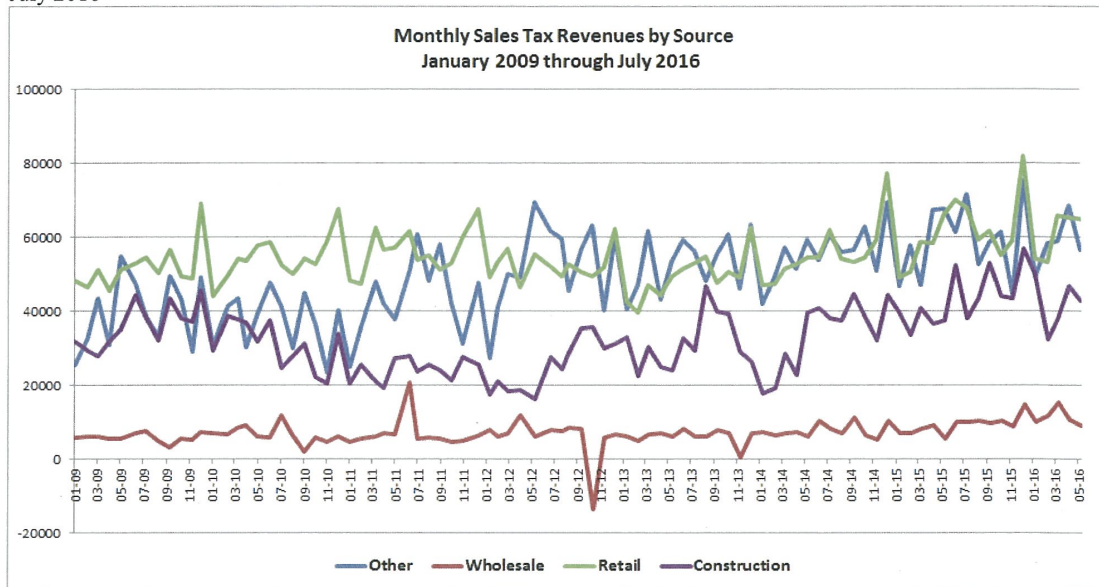
A summary of sales tax revenues received in July is attached. These receipts are based on May sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2016 line is a monthly average of actual receipts during 2013, 2014, and 2015. The purple line represents 2016 actual receipts, which are \$103.891 above 2015, and ahead of 2016 target by \$294,446



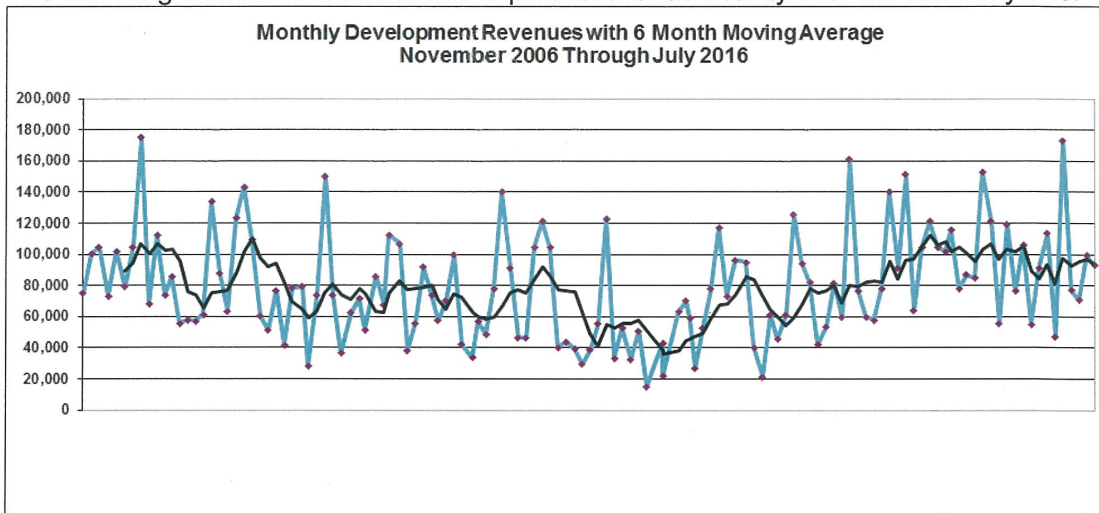
The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through July 2016.

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City of Kenmore, Washington
Monthly Financial Report
July 2016



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



July 2016 expenditures were **\$971,703**. Biennium to date expenditures are \$17,070,127, which is 75% of the amended biennial budget expenditures of \$22,772,720.

Total City cash (\$8,572,818) and long term investments (\$10,855,531), at the end of July, totaled \$19,428,349. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2015-2016 biennial budget.

Total non-General Fund revenues were \$1,109,444 and total non-General Fund expenditures were \$1,667,227.

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City of Kenmore, Washington
Monthly Financial Report
July 2016

In the **Street Fund** revenue from gas tax distributions was \$36,333. \$134,379 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund** expenditures were \$712,401 for SR 522 West A construction. The fund also had Sidewalk projects expenditures of \$203,520 during the month. The fund received \$276,899 in grant reimbursements related to SR 522 West A project. The fund also received \$13,907 in reimbursements related to the Sammamish Bridge replacement project and \$18,972 in reimbursements for sidewalk and other street improvements.

The **Park Impact Fee** fund received \$12,825 in revenues during the month.

There was \$43,057 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$177,426 of real estate excise taxes (REET) in July from sales activity that occurred in June. 61 transactions were reported this month. The 2016 year to date revenue exceeds the 2015 revenue by \$117,487 and by the 2016 Target by \$334,199.

The **Kenmore Village** Fund expended \$332,491 during the month for the Town Green project.

The **Transportation Benefit District** Fund received \$36,749 in vehicle license fees during July bringing the total for the biennium to \$478,600.

SUMMARY

This concludes the financial report for the City of Kenmore as of **July 31, 2016**. 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
July 31, 2016



	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	July 2016	2015-2016	BUDGET	2015-2016	July 2014	2013-2014	BUDGET	2013-2014
REVENUES								
Beginning Fund Balance		4,233,568		4,221,475				5,525,153
Property Taxes	12,641	6,916,428	77.3%	8,948,766	26,379	6,631,739	77.6%	8,542,053
Sales and Use Taxes	221,165	4,171,234	88.7%	4,700,532	200,546	3,392,036	85.7%	3,960,331
Utility Taxes	86,338	1,953,151	70.7%	2,763,390	91,160	2,210,275	75.1%	2,942,395
Other Taxes	463	126,636	112.3%	112,720	461	73,703	120.2%	61,300
Development Fees & Permits	93,122	1,817,136	93.1%	1,951,432	151,391	1,544,185	105.4%	1,465,185
Franchise Fees	213,410	1,437,646	101.1%	1,422,160	147,627	605,947	61.1%	992,405
Intergovernmental and Grants	40,476	667,733	94.4%	707,370	25,509	576,798	90.1%	639,866
Investment Interest	25,391	112,990	222.9%	50,700	33,715	111,434	190.8%	58,400
Fines and Forfeitures	-353	-6,241	0.0%	0	-595	-2,500	n/a	0
Transfers and Other Revenues	3,207	95,021	24.3%	391,200	46,530	461,347	80.6%	572,536
Total Revenues	695,859	17,291,734	82.2%	21,048,270	722,723	15,604,964	81.1%	19,234,471
Total Revenues & Beginning Fund Balance		21,525,302		25,269,745				24,759,624

	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH	BIENNIUM TO DATE	% of	BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	July	2015-2016	BUDGET	2015-2016	July 2014	2013-2014	BUDGET	2013-2014
EXPENDITURES								
Cost Center								
City Council	7,797	253,033	77.0%	328,435	11,465	170,746	78.5%	217,644
City Manager	142,307	2,265,992	71.4%	3,173,222	122,513	1,688,976	94.0%	1,796,600
City Clerk	20,392	269,976	97.2%	277,683	7,528	159,746	29.8%	536,261
Finance	49,164	1,229,693	91.6%	1,342,155	24,752	508,672	79.6%	639,213
Legal	60,838	429,345	97.6%	440,000	1,881	326,018	66.0%	494,285
Non-Departmental *	0	0	0.0%	0	4,331	1,273,791	83.1%	1,532,818
Interfund Transfers	0	1,666,216	52.0%	3,202,671	0	3,316,000	212.0%	1,564,000
Public Safety	352,927	6,100,771	75.5%	8,076,115	288,205	5,662,464	78.9%	7,179,563
Engineering & Environmental Services	102,973	1,461,127	95.6%	1,527,950	85,081	1,106,499	105.8%	1,045,741
Community Development	53,901	680,817	82.0%	830,030	35,227	751,750	105.5%	712,632
Developmental Services	76,246	1,422,791	87.8%	1,620,050	53,237	1,010,557	67.3%	1,501,147
Parks & Facility Maintenance	105,160	1,290,368	66.0%	1,954,409	41,069	1,020,503	60.2%	1,695,042
Total Expenditures	971,703	17,070,127	75.0%	22,772,720	675,291	16,995,721	89.9%	18,914,946
Ending Fund Balance		4,455,175		2,497,025			0.0%	5,844,678
Total Expenditures and Ending Fund Balance		21,525,302		25,269,745				24,759,624

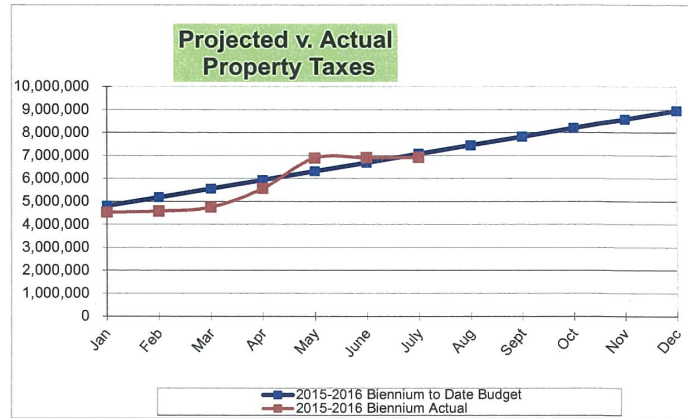
*Non-Departmental expenditures have been moved to other General Fund Cost Centers

**City of Kenmore, Washington
General Fund Revenue Graphs
July 31, 2016**

PROPERTY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	4,427,247	4,511,047
Jan	4,804,040	4,525,700
Feb	5,180,834	4,582,137
Mar	5,557,627	4,749,727
Apr	5,934,420	5,566,829
May	6,311,213	6,891,038
June	6,688,007	6,903,787
July	7,064,800	6,916,428
Aug	7,441,593	
Sept	7,818,386	
Oct	8,195,180	
Nov	8,571,973	
Dec	8,948,766	
2015-16	8,948,766	

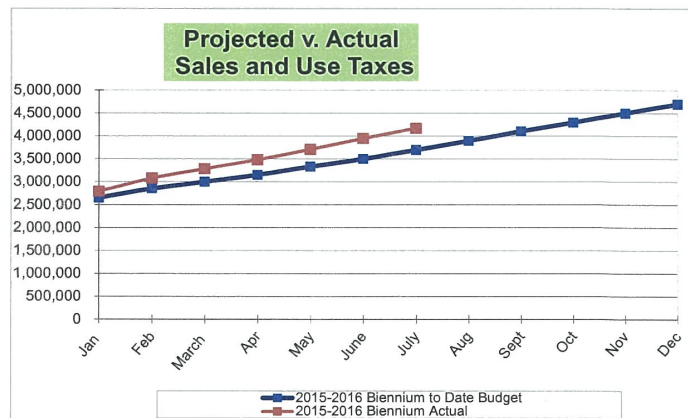
Year To Date
Actual v. Projected 98%



SALES, USE, CRIM JUSTICE TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	2,491,685	2,592,076
Jan	2,650,828	2,792,417
Feb	2,853,765	3,080,971
March	3,000,413	3,286,344
Apr	3,153,514	3,484,605
May	3,333,030	3,712,580
June	3,501,714	3,950,070
July	3,696,509	4,171,235
Aug	3,895,328	
Sept	4,102,013	
Oct	4,294,991	
Nov	4,500,931	
Dec	4,700,532	
2015-16	4,700,532	

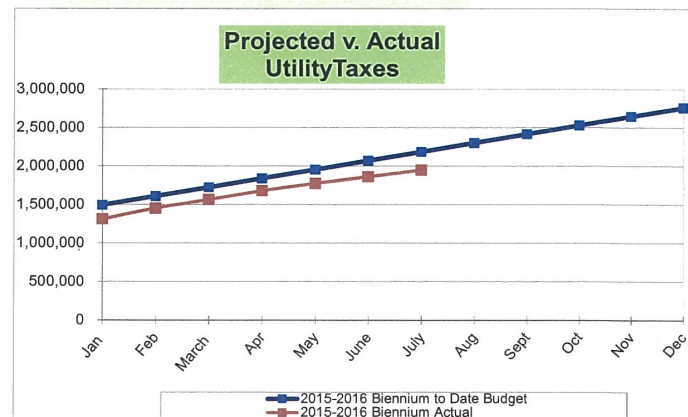
Year To Date
Actual v. Projected 113%



UTILITY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,381,695	1,185,774
Jan	1,496,836	1,316,335
Feb	1,611,978	1,457,296
March	1,727,119	1,570,026
Apr	1,842,260	1,684,213
May	1,957,401	1,780,173
June	2,072,543	1,866,813
July	2,187,684	1,953,151
Aug	2,302,825	
Sept	2,417,966	
Oct	2,533,108	
Nov	2,648,249	
Dec	2,763,390	
2015-16	2,763,390	

Year To Date
Actual v. Projected 89%

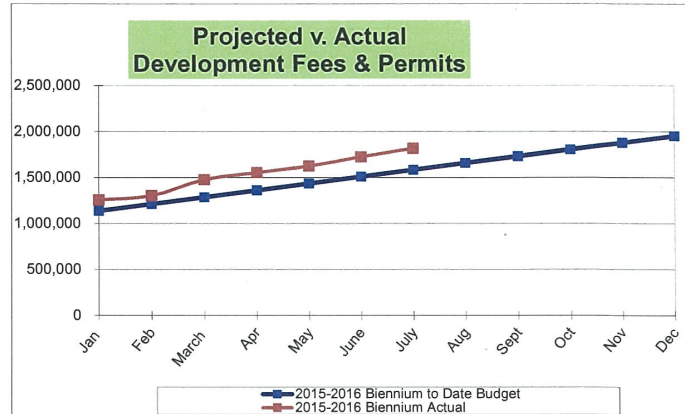


**City of Kenmore, Washington
General Fund Revenue Graphs
July 31, 2016**

DEVELOPMENT FEES & PERMITS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,064,606	1,142,955
Jan	1,138,508	1,256,352
Feb	1,212,410	1,303,426
March	1,286,313	1,476,673
Apr	1,360,215	1,553,688
May	1,434,117	1,624,466
June	1,508,019	1,724,014
July	1,581,921	1,817,136
Aug	1,655,823	
Sept	1,729,726	
Oct	1,803,628	
Nov	1,877,530	
Dec	1,951,432	
2015-16	1,951,432	

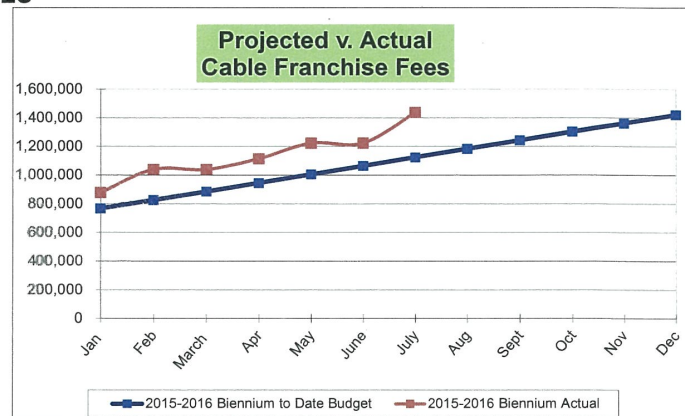
Year To Date
Actual v. Projected 115%



CABLE/WATER/SEWER FRANCHISE FEES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	708,000	802,881
Jan	767,513	879,309
Feb	827,027	1,040,965
March	886,540	1,040,965
Apr	946,053	1,115,715
May	1,005,567	1,224,237
June	1,065,080	1,224,237
July	1,124,593	1,437,647
Aug	1,184,107	
Sept	1,243,620	
Oct	1,303,133	
Nov	1,362,647	
Dec	1,422,160	
2015-16	1,422,160	

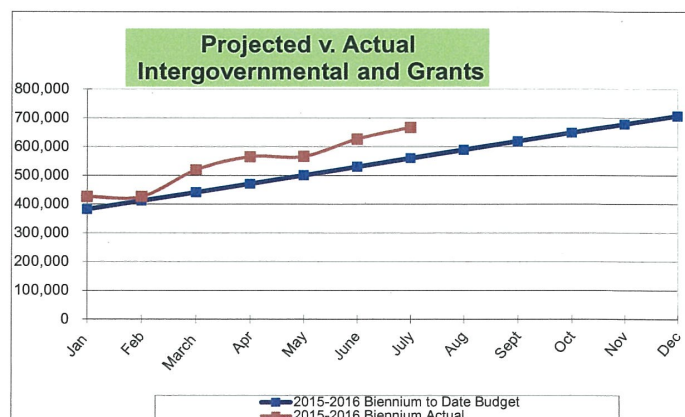
Year To Date
Actual v. Projected 128%



INTERGOVERNMENTAL & GRANTS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	353,685	387,283
Jan	383,159	427,322
Feb	412,633	427,322
March	442,106	520,174
Apr	471,580	565,989
May	501,054	566,793
June	530,528	627,257
July	560,001	667,732
Aug	589,475	
Sept	618,949	
Oct	648,423	
Nov	677,896	
Dec	707,370	
2015-16	707,370	

Year To Date
Actual v. Projected 119%



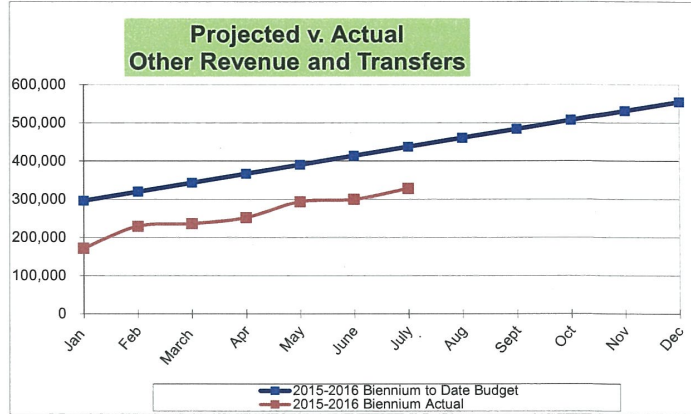
**City of Kenmore, Washington
General Fund Revenue Graphs
July 31, 2016**

OTHER REVENUES AND TRANSFERS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	272,810	159,157
Jan	296,294	171,910
Feb	319,778	229,302
March	343,263	236,342
Apr	366,747	252,203
May	390,231	293,617
June	413,715	299,699
July	437,199	328,406
Aug	460,683	
Sept	484,168	
Oct	507,652	
Nov	531,136	
Dec	554,620	
2015-16	554,620	

Year To Date
Actual v. Projected

75%

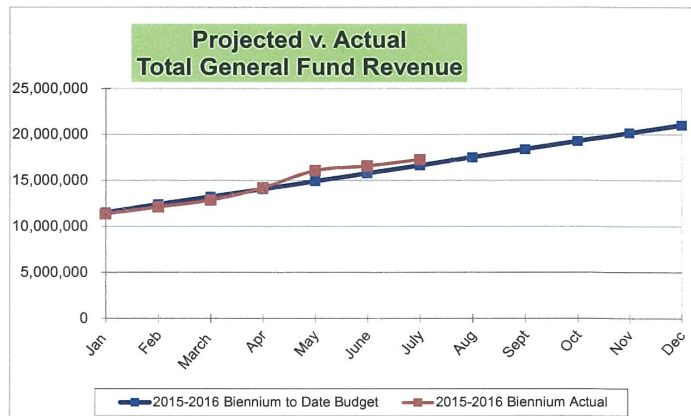


TOTAL GENERAL FUND REVENUE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	11,537,179	11,369,345
Feb	12,418,424	12,121,418
March	13,243,380	12,880,252
Apr	14,074,789	14,223,243
May	14,932,612	16,092,903
June	15,779,604	16,595,876
July	16,652,707	17,291,735
Aug	17,529,834	
Sept	18,414,827	
Oct	19,286,114	
Nov	20,170,361	
Dec	21,048,270	

Year To Date
Actual v. Projected

104%



City of Kenmore, Washington
General Fund Expenditure Graphs
July 31, 2016

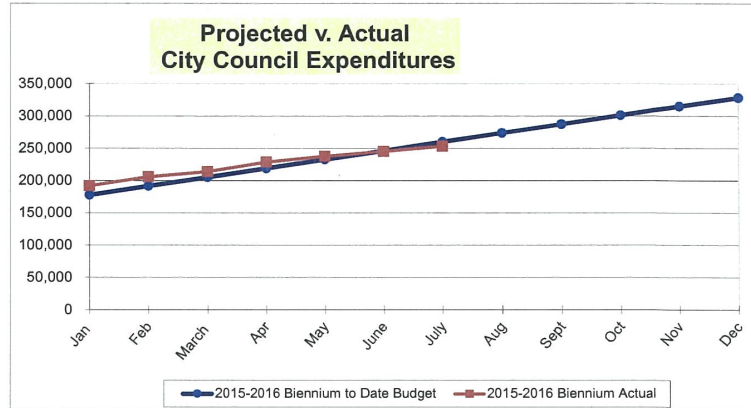
CITY COUNCIL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	163,989	156,472
Jan	177,693	191,957
Feb	191,397	205,736
March	205,101	213,838
Apr	218,804	228,817
May	232,508	237,389
June	246,212	245,235
July	259,916	253,033
Aug	273,620	
Sept	287,324	
Oct	301,027	
Nov	314,731	
Dec	328,435	
2015-16	328,435	

Year To Date

Actual v. Projected

97%



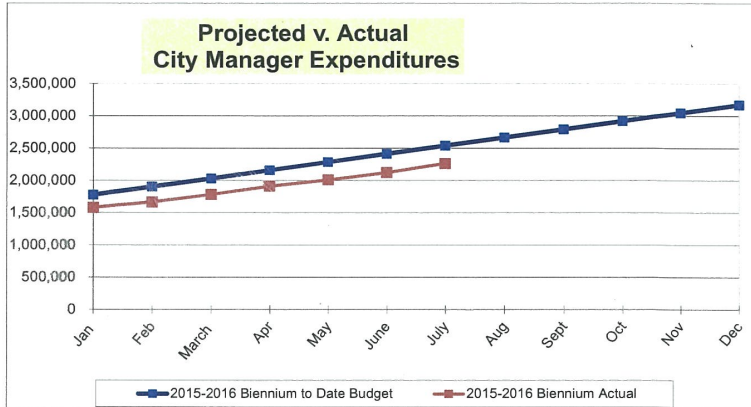
CITY MANAGER

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,652,808	1,482,207
Jan	1,779,509	1,582,540
Feb	1,906,210	1,667,211
March	2,032,912	1,785,525
Apr	2,159,613	1,913,330
May	2,286,314	2,011,136
June	2,413,015	2,123,685
July	2,539,716	2,265,991
Aug	2,666,417	
Sept	2,793,119	
Oct	2,919,820	
Nov	3,046,521	
Dec	3,173,222	
2015-16	3,173,222	

Year To Date

Actual v. Projected

89%



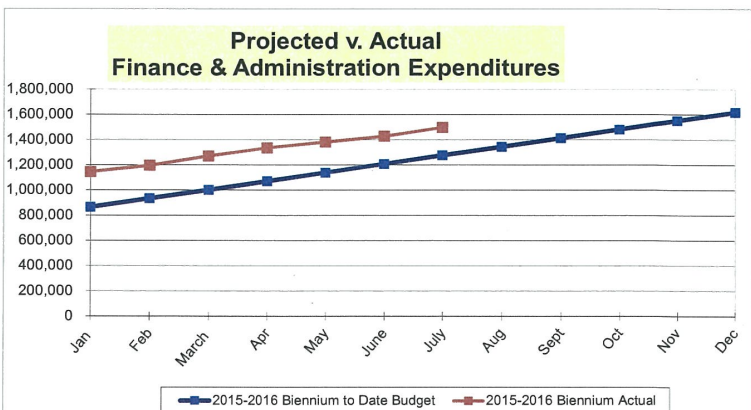
FINANCE & ADMINISTRATION

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	798,363	909,180
Jan	866,819	1,147,482
Feb	935,276	1,198,175
March	1,003,732	1,272,737
Apr	1,072,188	1,337,334
May	1,140,644	1,384,857
June	1,209,101	1,430,113
July	1,277,557	1,499,669
Aug	1,346,013	
Sept	1,414,469	
Oct	1,482,926	
Nov	1,551,382	
Dec	1,619,838	
2015-16	1,619,838	

Year To Date

Actual v. Projected

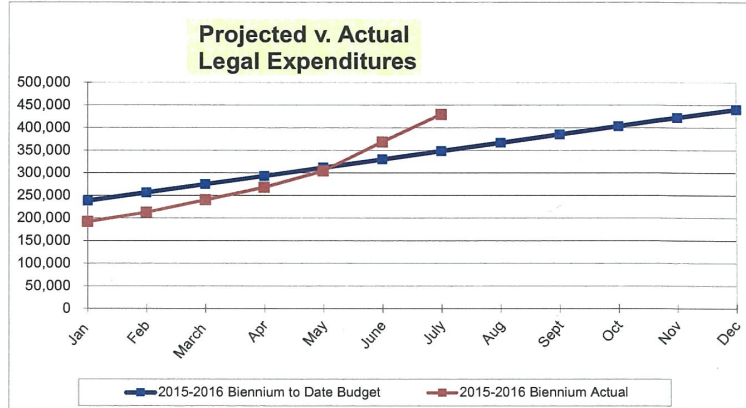
117%



**City of Kenmore, Washington
General Fund Expenditure Graphs
July 31, 2016**

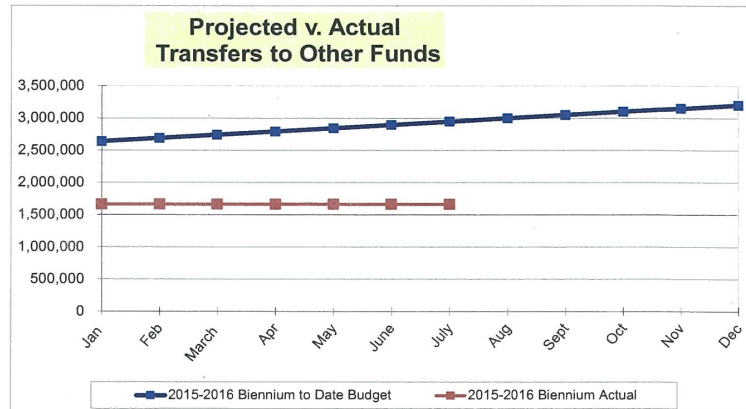
LEGAL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	220,000	189,956
Jan	238,333	192,069
Feb	256,667	212,773
March	275,000	240,324
Apr	293,333	267,991
May	311,667	304,364
June	330,000	368,508
July	348,333	429,345
Aug	366,667	
Sept	385,000	
Oct	403,333	
Nov	421,667	
Dec	440,000	
2015-16	440,000	
Year To Date		
Actual v. Projected		123%



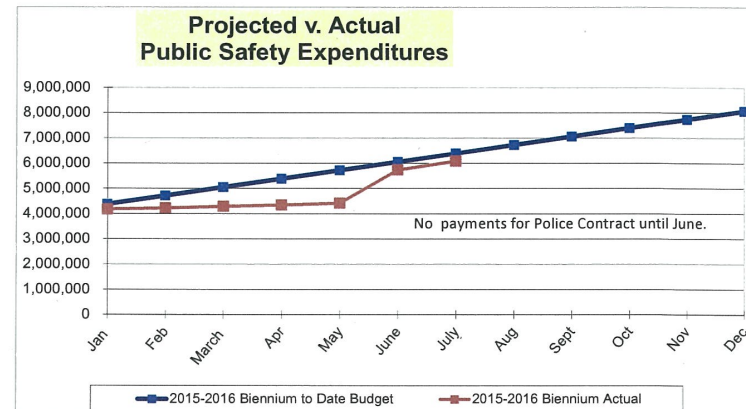
TRANSFERS TO OTHER FUNDS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	2,588,786	1,666,216
Jan	2,639,943	1,666,216
Feb	2,691,100	1,666,216
March	2,742,257	1,666,216
Apr	2,793,414	1,666,216
May	2,844,571	1,666,216
June	2,895,729	1,666,216
July	2,946,886	1,666,216
Aug	2,998,043	
Sept	3,049,200	
Oct	3,100,357	
Nov	3,151,514	
Dec	3,202,671	
2015-16	3,202,671	
Year To Date		
Actual v. Projected		57%



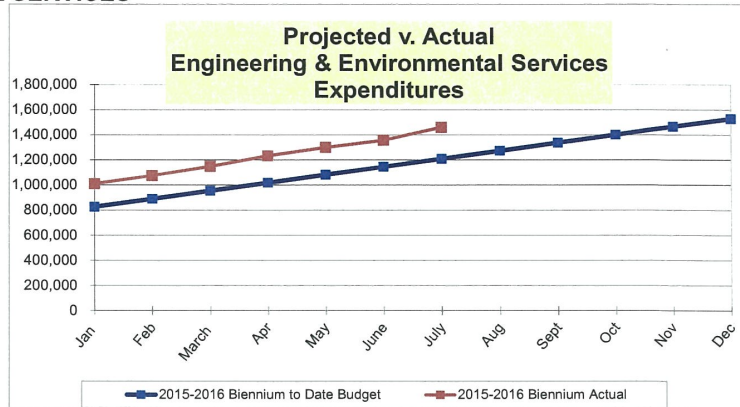
PUBLIC SAFETY

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	4,051,177	4,152,022
Jan	4,386,589	4,187,043
Feb	4,722,000	4,241,000
March	5,057,412	4,299,830
Apr	5,392,823	4,357,174
May	5,728,235	4,426,195
June	6,063,646	5,747,844
July	6,399,058	6,100,771
Aug	6,734,469	
Sept	7,069,881	
Oct	7,405,292	
Nov	7,740,704	
Dec	8,076,115	
2015-16	8,076,115	
Year To Date		
Actual v. Projected		95%



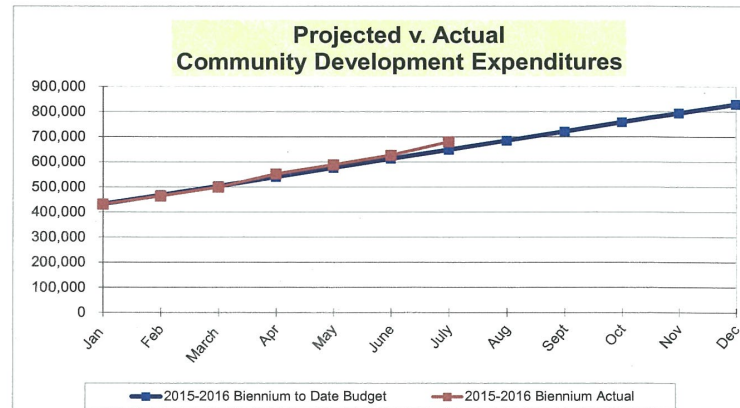
City of Kenmore, Washington
General Fund Expenditure Graphs
July 31, 2016
ENGINEERING & ENVIRONMENTAL SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	763,129	937,886
Jan	826,864	1,010,654
Feb	890,599	1,075,095
March	954,334	1,149,254
Apr	1,018,069	1,231,968
May	1,081,804	1,300,931
June	1,145,540	1,358,154
July	1,209,275	1,461,127
Aug	1,273,010	
Sept	1,336,745	
Oct	1,400,480	
Nov	1,464,215	
Dec	1,527,950	
2015-16	1,527,950	
Year To Date		
Actual v. Projected		121%



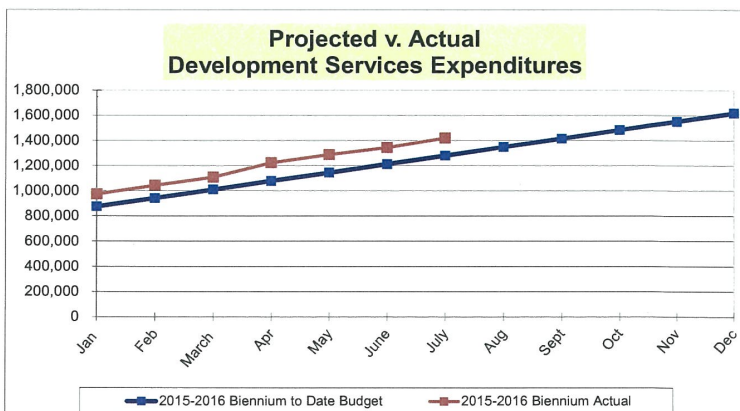
COMMUNITY DEVELOPMENT

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	395,834	401,776
Jan	432,017	431,552
Feb	468,200	464,237
March	504,383	500,153
Apr	540,566	552,279
May	576,749	589,485
June	612,932	626,915
July	649,115	680,816
Aug	685,298	
Sept	721,481	
Oct	757,664	
Nov	793,847	
Dec	830,030	
2015-16	830,030	
Year To Date		
Actual v. Projected		105%



DEVELOPMENT SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	808,496	855,249
Jan	876,126	976,587
Feb	943,755	1,045,721
March	1,011,385	1,110,942
Apr	1,079,014	1,224,521
May	1,146,644	1,289,630
June	1,214,273	1,346,544
July	1,281,903	1,422,790
Aug	1,349,532	
Sept	1,417,162	
Oct	1,484,791	
Nov	1,552,421	
Dec	1,620,050	
2015-16	1,620,050	
Year To Date		
Actual v. Projected		111%



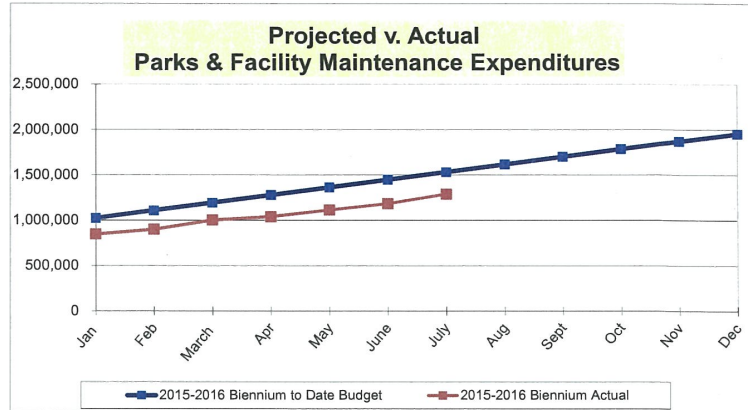
City of Kenmore, Washington
General Fund Expenditure Graphs
July 31, 2016

PARKS & FACILITY MAINTENANCE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	941,427	802,859
Jan	1,025,842	847,373
Feb	1,110,257	901,839
March	1,194,673	1,003,905
Apr	1,279,088	1,040,940
May	1,363,503	1,116,715
June	1,447,918	1,185,208
July	1,532,333	1,290,368
Aug	1,616,748	
Sept	1,701,164	
Oct	1,785,579	
Nov	1,869,994	
Dec	1,954,409	
2015-16	1,954,409	

Year To Date
 Actual v. Projected

84%

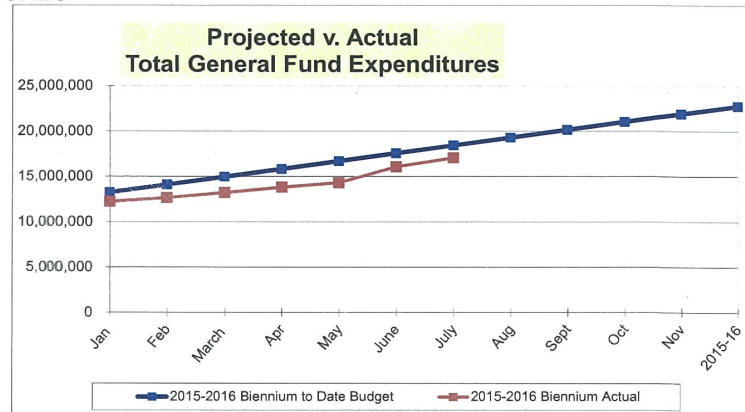


TOTAL GENERAL FUND EXPENDITURES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	13,249,735	12,233,472
Feb	14,115,461	12,678,004
March	14,981,187	13,242,725
Apr	15,846,913	13,820,571
May	16,712,639	14,326,920
June	17,578,365	16,098,424
July	18,444,090	17,070,127
Aug	19,309,816	
Sept	20,175,542	
Oct	21,041,268	
Nov	21,906,994	
2015-16	22,772,720	

Year To Date
 Actual v. Projected

93%



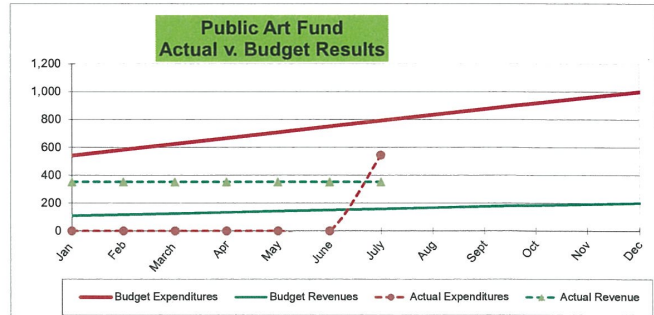
**City of Kenmore, Washington
Street Fund Summary Report
July 31, 2016**



	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>July 2016</u>	<u>2015-2016</u>	<u>BUDGET</u>	<u>2015-2016</u>
REVENUES				
Beginning Fund Balance		899,288		899,288
Fuel Tax	36,333	706,253	81.0%	871,531
Investment Interest	0	4,458	-	0
Miscellaneous	4,150	5,674	-	0
ROW Permit Fees/Inspections	0	178,770	99.3%	180,000
Multimodal Transportation	0	11,000	-	0
Transfer from General Fund	0	485,430	58.3%	833,000
Transfer from TBD	0	232,000	48.8%	475,000
Total Revenues	40,483	1,623,586	68.8%	2,359,531
Total Revenues & Beginning Fund Balance		2,522,874		3,258,819
	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>July 2016</u>	<u>2015-2016</u>	<u>BUDGET</u>	<u>2015-2016</u>
EXPENDITURES				
Salary and Benefits	21,266	451,728	78.2%	577,783
Maintenance & Operations	134,379	1,229,406	69.8%	1,760,494
Capital	6,124	43,175	130.8%	33,000
Transfer to Transportation Capital	0	320,597	80.1%	400,000
Total Expenditures	161,770	2,044,906	73.8%	2,771,277
Ending Fund Balance		477,968		487,542
Total Expenditures and Ending Fund Balance		2,522,874		3,258,819

City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2016

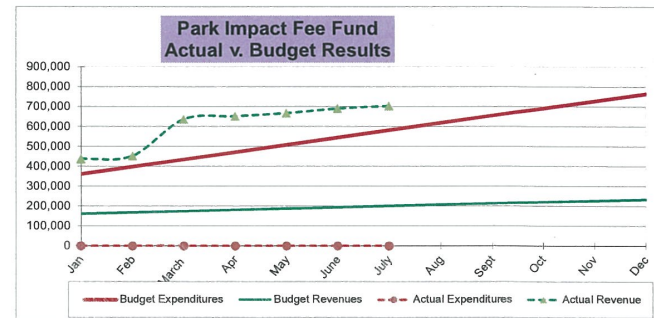
PUBLIC ART FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	500	0	100	352
Jan	542	0	108	352
Feb	583	0	117	352
March	625	0	125	352
Apr	667	0	133	352
May	708	0	142	352
June	750	0	150	352
July	792	545	158	352
Aug	833		167	
Sept	875		175	
Oct	917		183	
Nov	958		192	
Dec	1,000		200	
2015-16	1,000		200	
Total Actual to Date vs Total Budget		54%		176%



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.

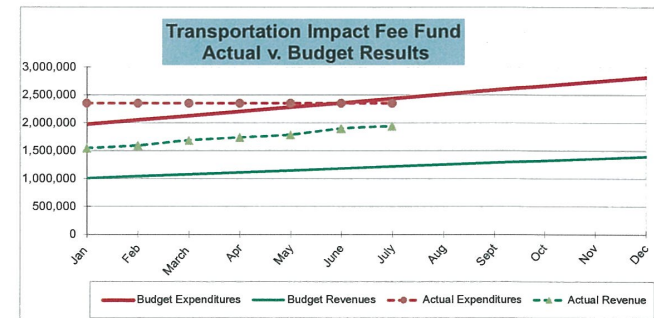
0

PARK IMPACT FEE FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	325,000	0	154,878	396,247
Jan	361,706	0	161,477	437,063
Feb	398,412	0	168,076	452,453
March	435,118	0	174,674	636,597
Apr	471,824	0	181,273	651,987
May	508,530	0	187,872	667,349
June	545,236	0	194,471	690,434
July	581,941	0	201,069	703,259
Aug	618,647		207,668	
Sept	655,353		214,267	
Oct	692,059		220,866	
Nov	728,765		227,464	
Dec	765,471		234,063	
2015-16	765,471		234,063	
Total Actual to Date vs Total Budget		0%		300%



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
2015	1,904,780	2,360,000	975,257	1,413,466
Jan	1,981,444	2,360,000	1,010,424	1,548,410
Feb	2,058,108	2,360,000	1,045,590	1,599,014
March	2,134,773	2,360,000	1,080,757	1,691,789
Apr	2,211,437	2,360,000	1,115,924	1,742,393
May	2,288,101	2,360,000	1,151,090	1,792,997
June	2,364,765	2,360,000	1,186,257	1,901,872
July	2,441,429	2,360,000	1,221,424	1,944,929
Aug	2,518,093		1,256,590	
Sept	2,594,758		1,291,757	
Oct	2,671,422		1,326,924	
Nov	2,748,086		1,362,090	
Dec	2,824,750		1,397,257	
2015-16	2,824,750		1,397,257	
Total Actual to Date vs Total Budget		84%		139%

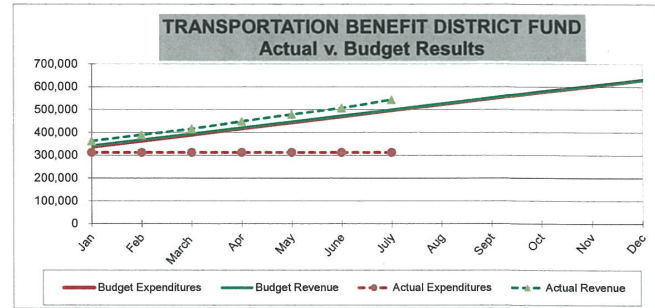


This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2016

TRANSPORTATION BENEFIT DISTRICT FUND

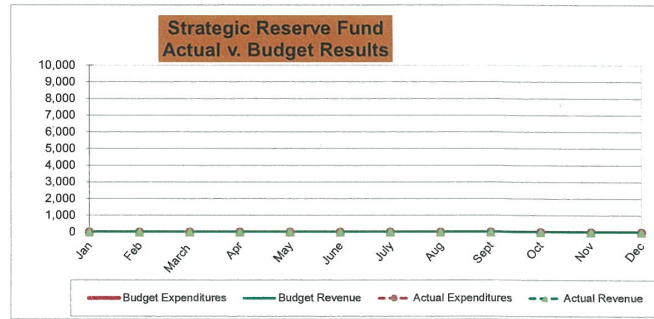
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	309,500	309,500	315,100	334,634
Jan	336,208	312,000	341,358	362,255
Feb	362,917	312,000	367,617	389,104
March	389,625	312,000	393,875	415,913
Apr	416,333	312,000	420,133	447,573
May	443,042	312,000	446,392	478,600
June	469,750	312,000	472,650	506,795
July	496,458	312,000	498,908	543,544
Aug	523,167		525,167	
Sept	549,875		551,425	
Oct	576,583		577,683	
Nov	603,292		603,942	
Dec	630,000		630,200	
2015-16	630,000		630,200	
Total Actual to Date vs Total Budget		50%		86%



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

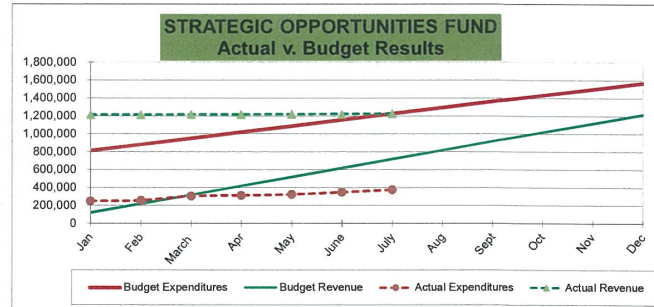
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec	0	0	0	0
2015-16	0	0	0	0
Total Actual 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

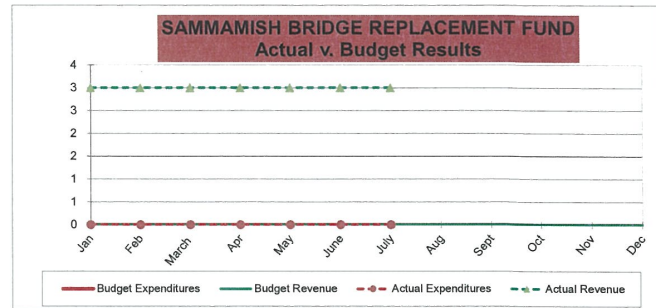
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	746,200	247,741	20,943	1,211,827
Jan	814,950	252,597	120,693	1,214,052
Feb	883,700	260,695	220,444	1,215,602
March	952,450	307,618	320,194	1,217,352
Apr	1,021,200	315,761	419,944	1,218,819
May	1,089,950	326,985	519,694	1,221,144
June	1,158,700	352,460	619,445	1,223,519
July	1,227,450	378,363	719,195	1,226,639
Aug	1,296,200		818,945	
Sept	1,364,950		918,695	
Oct	1,433,700		1,018,446	
Nov	1,502,450		1,118,196	
Dec	1,571,200		1,217,946	
2015-16	1,571,200		1,217,946	
Total Actual to Date vs Total Budget		24%		101%



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.

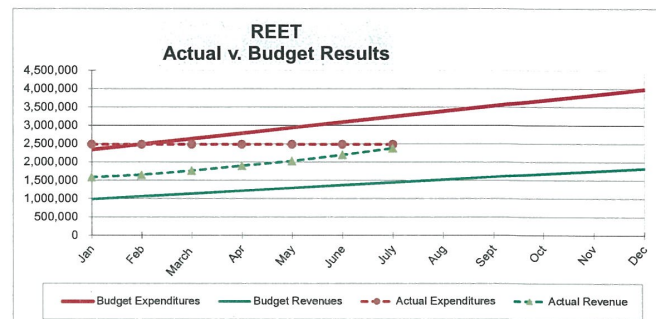
City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2016

SAMMAMISH BRIDGE REPLACEMENT FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	3
Jan	0	0	0	3
Feb	0	0	0	3
March	0	0	0	3
Apr	0	0	0	3
May	0	0	0	3
June	0	0	0	3
July	0	0	0	3
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec	0	0	0	0
2015-16	0	0	0	0
Total Actual to Date vs Total Budget		0%		0%



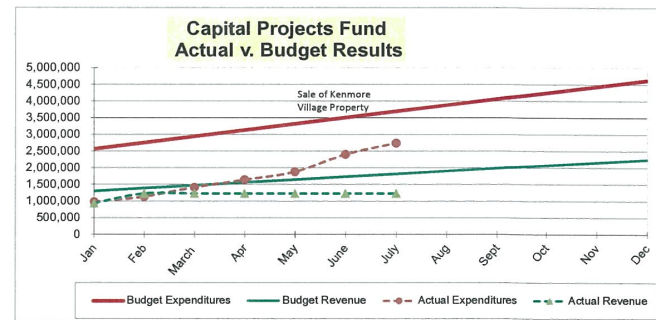
The Sammamish Bridge Replacement fund is a fund used to put money aside for the replacement of the West Sammamish bridge.

REAL ESTATE EXCISE TAX FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	2,191,250	2,484,359	914,000	1,464,658
Jan	2,340,921	2,484,359	990,083	1,587,477
Feb	2,490,593	2,484,359	1,066,167	1,657,623
March	2,640,264	2,484,359	1,142,250	1,767,689
Apr	2,789,935	2,484,359	1,218,333	1,900,850
May	2,939,607	2,484,359	1,294,417	2,030,449
June	3,089,278	2,484,359	1,370,500	2,198,025
July	3,238,949	2,484,359	1,446,583	2,375,450
Aug	3,388,621		1,522,667	
Sept	3,538,292		1,598,750	
Oct	3,687,963		1,674,833	
Nov	3,837,635		1,750,917	
Dec	3,987,306		1,827,000	
2015-16	3,987,306		1,827,000	
Total Actual to Date vs Total Budget		62%		130%



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
2015	2,389,500	1,003,897	1,219,200	939,764
Jan	2,576,306	986,635	1,304,842	939,764
Feb	2,763,112	1,139,797	1,390,483	1,230,764
March	2,949,917	1,420,862	1,476,125	1,230,764
Apr	3,136,723	1,646,817	1,561,767	1,230,764
May	3,323,529	1,885,567	1,647,408	1,230,764
June	3,510,335	2,406,844	1,733,050	1,230,825
July	3,697,140	2,743,193	1,818,692	1,230,825
Aug	3,883,946		1,904,333	
Sept	4,070,752		1,989,975	
Oct	4,257,558		2,075,617	
Nov	4,444,363		2,161,258	
Dec	4,631,169		2,246,900	
2015-16	4,631,169		2,246,900	
Total Actual to Date vs Total Budget		59%		55%

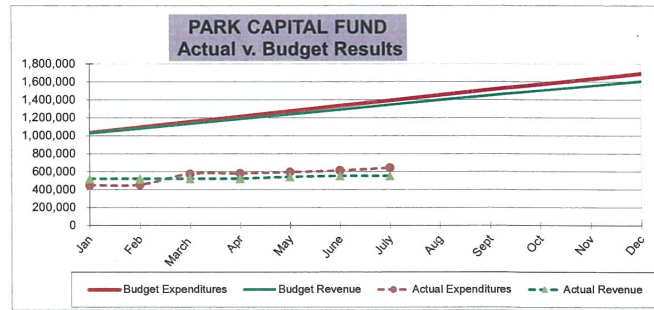


The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2016

PARK CAPITAL FUND

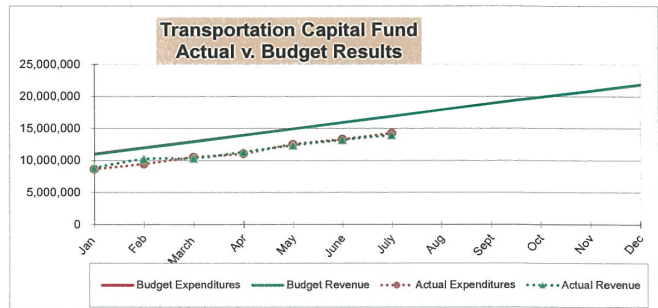
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	974,000	437,373	975,200	521,437
Jan	1,033,769	448,504	1,027,698	521,437
Feb	1,093,539	453,784	1,080,196	521,437
March	1,153,308	575,191	1,132,694	521,437
Apr	1,213,078	579,697	1,185,191	521,437
May	1,272,847	594,898	1,237,689	540,100
June	1,332,617	612,207	1,290,187	550,100
July	1,392,386	642,264	1,342,685	550,100
Aug	1,452,155		1,395,183	
Sept	1,511,925		1,447,681	
Oct	1,571,694		1,500,178	
Nov	1,631,464		1,552,676	
Dec	1,691,233		1,605,174	
2015-16	1,691,233		1,605,174	
Total Actual to Date vs Total Budget		38%		34%



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

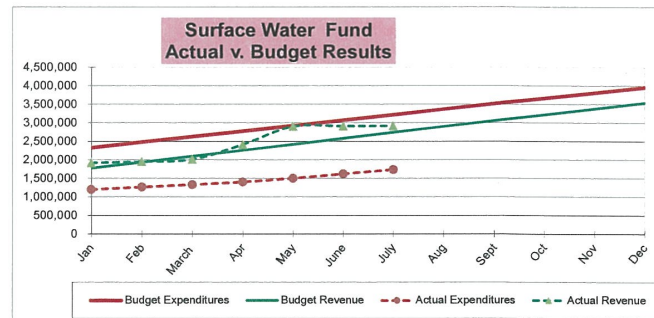
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	10,039,810	8,637,374	9,989,310	8,681,369
Jan	11,023,357	8,669,016	10,977,781	8,856,349
Feb	12,006,905	9,485,351	11,966,251	10,236,046
March	12,990,452	10,529,365	12,954,722	10,363,204
Apr	13,973,999	11,119,674	13,943,192	11,342,241
May	14,957,546	12,551,558	14,931,663	12,391,433
June	15,941,094	13,336,533	15,920,133	13,237,420
July	16,924,641	14,305,057	16,906,604	13,997,197
Aug	17,908,188		17,897,074	
Sept	18,891,735		18,885,545	
Oct	19,875,283		19,874,015	
Nov	20,858,830		20,862,486	
Dec	21,842,377		21,850,956	
2015-16	21,842,377		21,850,956	
Total Actual to Date vs Total Budget		65%		64%



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
2015	2,188,308	1,115,684	1,620,000	1,915,280
Jan	2,336,430	1,207,683	1,780,000	1,922,104
Feb	2,484,553	1,275,765	1,940,000	1,955,947
March	2,632,675	1,338,128	2,100,000	2,017,402
Apr	2,780,797	1,411,134	2,260,000	2,414,992
May	2,928,920	1,510,556	2,420,000	2,903,331
June	3,077,042	1,627,886	2,580,000	2,910,391
July	3,225,164	1,742,858	2,740,000	2,915,373
Aug	3,373,287		2,900,000	
Sept	3,521,409		3,060,000	
Oct	3,669,531		3,220,000	
Nov	3,817,654		3,380,000	
Dec	3,965,776		3,540,000	
2015-16	3,965,776		3,540,000	
Total Actual to Date vs Total Budget		44%		82%

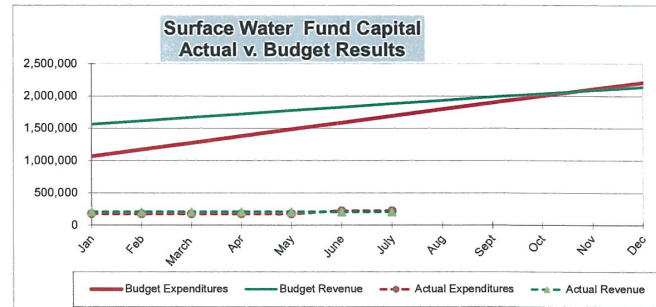


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2016

SURFACE WATER CAPITAL FUND

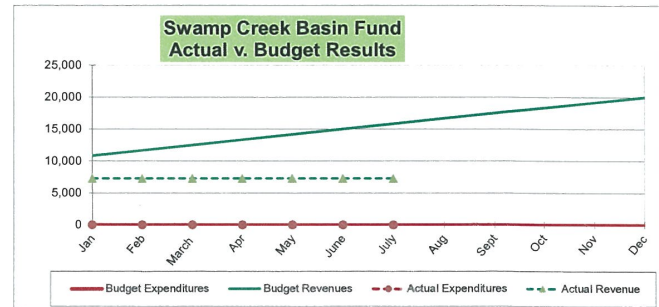
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	960,611	176,312	1,506,266	204,826
Jan	1,064,685	176,312	1,559,036	204,826
Feb	1,168,759	176,312	1,611,805	204,826
March	1,272,833	176,312	1,664,575	204,826
Apr	1,376,907	176,312	1,717,344	204,826
May	1,480,981	176,312	1,770,114	204,826
June	1,585,056	220,678	1,822,883	204,826
July	1,689,130	220,678	1,875,653	204,826
Aug	1,793,204		1,928,422	
Sept	1,897,278		1,981,192	
Oct	2,001,352		2,033,961	
Nov	2,105,426		2,086,731	
Dec	2,209,500		2,139,500	
2015-16	2,209,500		2,139,500	
Total Actual to Date vs Total Budget		10%		10%



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

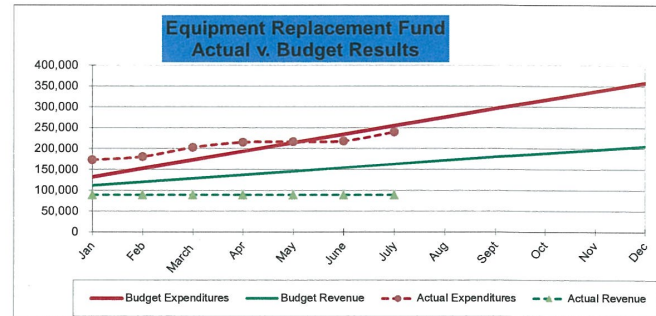
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	10,000	7,271
Jan	0	0	10,833	7,271
Feb	0	0	11,667	7,271
March	0	0	12,500	7,271
Apr	0	0	13,333	7,271
May	0	0	14,167	7,271
June	0	0	15,000	7,271
July	0	0	15,833	7,271
Aug	0	0	16,667	
Sept	0	0	17,500	
Oct	0	0	18,333	
Nov	0	0	19,167	
Dec	0	0	20,000	
2015-16	0	0	20,000	
Total Actual to Date vs Total Budget		0%		36%



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
2015	112,000	173,486	103,000	89,227
Jan	132,531	173,486	111,583	89,227
Feb	153,063	181,188	120,167	89,227
March	173,594	203,245	128,750	89,227
Apr	194,125	215,636	137,333	89,227
May	214,656	217,102	145,917	89,227
June	235,188	218,920	154,500	89,227
July	255,719	240,629	163,083	89,227
Aug	276,250		171,667	
Sept	296,781		180,250	
Oct	317,313		188,833	
Nov	337,844		197,417	
Dec	358,375		206,000	
2015-16	358,375		206,000	
Total Actual to Date vs Total Budget		67%		43%



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
July 31, 2016



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$4,745,633	\$695,859	\$971,703	4,469,789
Street	599,563	40,483	161,770	478,276
Transportation Capital	-98,716	759,778	968,524	(307,463)
Public Art	67,652	0	545	67,107
Park Impact Fee	1,443,207	12,825	0	1,456,032
Transportation Impact Fee	704,804	43,057	0	747,860
Swamp Creek Basin	1,404,934	0	0	1,404,934
Transportation Benefit District	203,723	36,749	0	240,472
Sammamish Bridge Replacement	516	0	0	516
Real Estate Excise Tax	2,127,879	177,426	0	2,305,304
Kenmore Village	1,210,228	0	336,349	873,879
Park Capital	-61,539	0	30,057	(91,596)
Surface Water Management	2,764,885	4,982	114,972	2,654,894
Surface Water Capital	-32,202	0	0	(32,202)
Strategic Reserve	1,264,465	0	0	1,264,465
Strategic Opportunities	3,017,949	3,120	25,903	2,995,166
Equipment Replacement	324,981	0	21,709	303,272
Trust & Agency	574,020	31,026	7,397	597,649
Totals	\$20,261,983	\$1,805,303	\$2,638,930	\$19,428,356

Fund	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	-\$1,516,507	\$5,270,532	3,754,024
Street	-243,882	850,000	606,118
Transportation Capital	-98,716	0	(98,716)
Public Art	52,652	15,000	67,652
Park Impact Fee	513,207	930,000	1,443,207
Transportation Impact Fee	674,804	30,000	704,804
Swamp Creek Basin	4,934	1,400,000	1,404,934
Transportation Benefit District	203,723	0	203,723
Sammamish Bridge Replacement	516	0	516
Real Estate Excise Tax	2,127,879	0	2,127,879
Kenmore Village	760,228	450,000	1,210,228
Park Capital	-61,539	0	(61,539)
Surface Water Management	2,254,885	510,000	2,764,885
Surface Water Capital	-32,202	0	(32,202)
Strategic Reserve	414,465	850,000	1,264,465
Strategic Opportunities	3,017,946	0	3,017,946
Equipment Replacement	-125,019	450,000	324,981
Trust & Agency	474,019	100,000	574,019
Totals	\$8,421,393	\$10,855,532	\$19,276,925

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City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 July 2016

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	354.72	0.00	354.72	0.2%
CONSTRUCTION	41,733.04	1,268.45	43,001.50	24.8%
MANUFACTURING	3,263.76	5.27	3,269.03	1.9%
TRANSPORTATION & UTILITIES	818.21	681.84	1,500.06	0.9%
WHOLESALE	9,046.00	65.20	9,111.19	5.2%
RETAIL TRADE	64,949.37	146.35	65,095.72	37.5%
SERVICES	38,225.60	1,351.27	39,576.87	22.8%
INFORMATION	8,183.80	21.72	8,205.51	4.7%
PUBLIC SERVICES	-441.63	4,064.34	3,622.71	2.1%
	<u>166,132.88</u>	<u>7,604.43</u>	<u>173,737.31</u>	<u>100.0%</u>

City of Kenmore, Washington
Investment Schedule
July 31, 2016

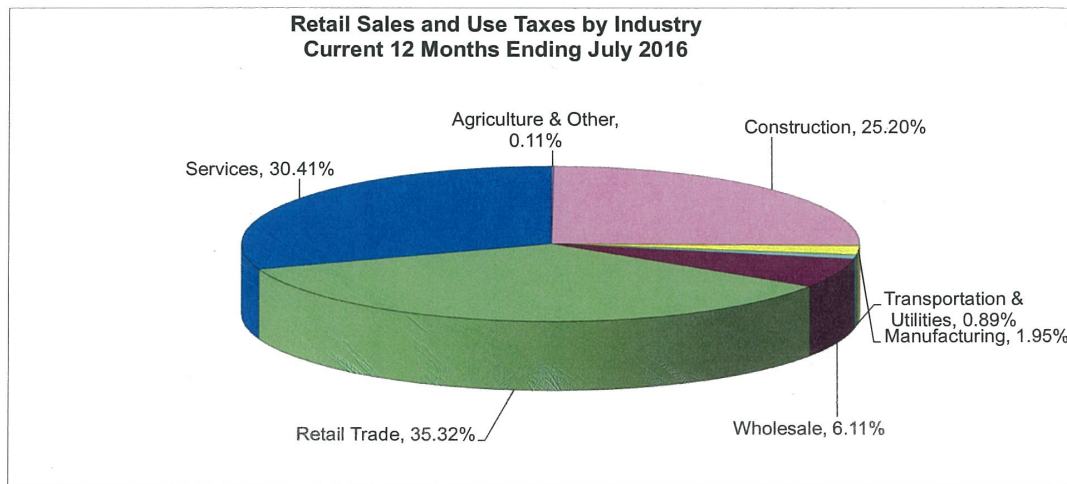


			Average Yield to Maturity-Securities				Overall Average Yield		0.66%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								894,731.88	10,137.31
Time Value Investments									
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
	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%		988,450.00	13,462.69
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%		985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%		989,691.00	12,865.98
	3135G0G23	FNMA	4/29/2019	11/24/2015	1.35%	1.35%	4/26/2016	998,326.00	13,477.40
Total TVI Purchases								5,960,799.56	73,474.95
Banner Bank CD's									
Total Banner Bank CD's								-	-
Sound Community Bank CD's									
	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
Opus Bank CD's									
	11495975	CD	2/10/17	6/10/15	0.35%	0.35%		1,000,000.00	3,500.00
	11539715	CD	3/29/18	3/30/16	0.85%	0.85%		1,000,000.00	8,500.00
	11527322	CD	6/30/16	6/30/2015	0.45%	0.45%		1,000,000.00	4,500.00
Total Cascade Bank CD's								3,000,000.00	16,500.00
TOTAL ALL SECURITIES								\$ 10,855,531.44	\$ 108,112.26
Banner Checking and Savings						0.07% Banner	4,806,883.20	3,364.82	
Cash							1,005.00	-	
Local Government Investment Pool						0.42% LGIP	3,764,930.20	15,816.47	
Total Accounts							\$ 19,428,349.84	127,293.55	

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
July 31, 2016

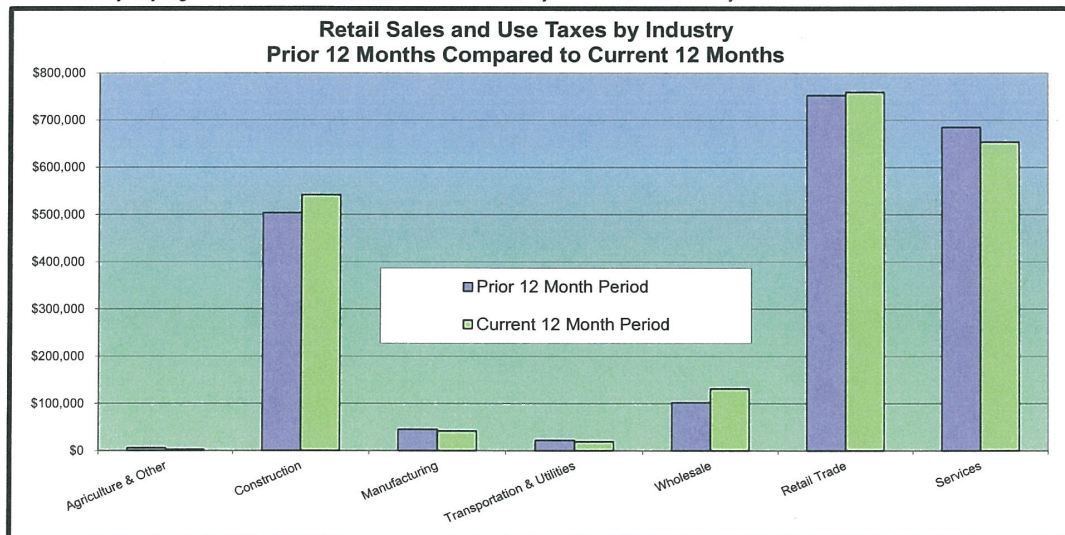


Industry	Prior 12 Months ending July 2015	Current 12 Months ending July 2016	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$5,630	\$2,462	-56.28%	0.11%
Construction	503,607	541,771 *	7.58%	25.20%
Manufacturing (Printing, Publishing, Other Manuf.)	45,200	41,903	-7.30%	1.95%
Transp/Comm/Utilities (Telecomm., Air Transport.)	22,125	19,194	-13.25%	0.89%
Wholesale (Lumber, Other Wholesale)	102,059	131,427	28.78%	6.11%
Retail Trade (Eating, Merchandise, Food Stores)	752,414	759,188	0.90%	35.32%
Services (Auction, Recreation, Auto Repair, Financial)	684,834	653,736	-4.54%	30.41%
Totals	\$2,115,870	\$2,149,681	1.60%	100%
Increase/(Decrease)		\$33,811	1.60%	



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
July 31, 2016

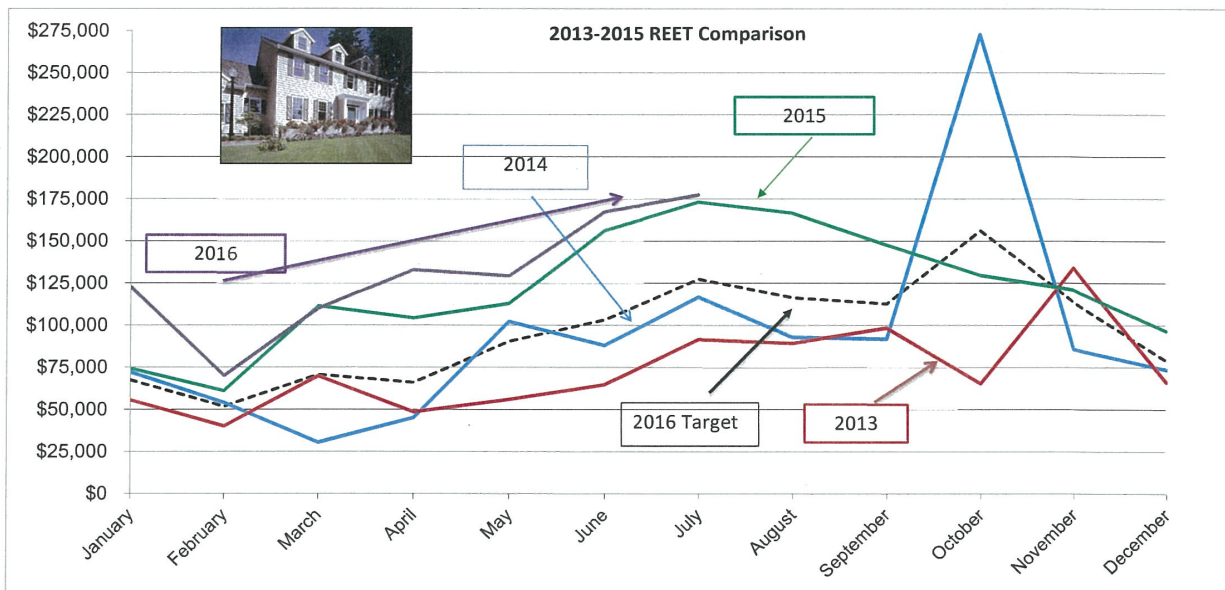


Real Estate Excise Taxes (REET) 2012 - 2016 Monthly Receipts						
	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Target 2016
January	54,359	55,801	72,106	74,259	122,819	67,389
February	18,064	40,281	54,038	61,070	70,146	51,797
March	29,691	69,946	30,426	111,337	110,066	70,570
April	30,662	48,671	45,118	104,280	133,161	66,023
May	52,575	56,178	102,257	112,927	129,599	90,454
June	60,408	64,938	88,070	156,338	167,575	103,116
July	81,316	91,779	116,858	173,095	177,426	127,244
August	56,626	89,496	92,932	166,651		116,360
September	82,785	98,573	91,812	147,668		112,684
October	60,265	65,596	272,842	129,678		156,039
November	88,057	134,286	85,748	120,907		113,647
December	152,262	66,342	73,582	96,566		78,830
	\$767,070	\$881,886	\$1,125,790	\$1,454,776	\$910,792	\$924,916

For 2016, REET is \$117,487 more than the same period last year and more than the 2016 target by \$334,199

* NOTE THE 2016 target is computed on a 3 year average (2013-2015) of actual receipts

Real Estate Excise Taxes (REET) 2012 - 2016 Property Sales > \$500,000									
The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue									
	Taxes from > \$500,000 Sale Amounts								
	2012	2013	2014	2015	2016	2013	2014	2015	2016
January	5,515,283	3,380,165	4,699,850	7,418,000	18,590,517	16,732	23,264	36,719	92,023
February	1,152,000	3,417,500	3,930,920	6,607,900	9,701,034	16,917	19,458	32,709	48,020
March	750,000	3,514,000	2,175,430	7,874,934	15,147,174	17,394	10,768	38,981	74,979
April	870,000	1,570,450	4,266,725	14,291,370	21,160,913	7,774	21,120	70,742	104,747
May	2,796,250	3,634,210	12,347,730	14,068,904	19,813,122	17,989	61,121	69,641	98,075
June	1,215,000	2,761,500	7,353,999	20,361,466	26,065,161	13,669	36,402	100,789	129,023
July	4,196,500	8,478,706	15,071,601	25,571,387	24,020,546	41,970	74,604	126,578	118,902
August	1,756,200	6,131,455	5,882,306	22,614,538		30,351	29,117	111,942	0
September	4,859,500	10,911,500	8,437,700	18,821,380		54,012	41,767	93,166	0
October	3,087,500	5,568,400	44,456,605	16,519,240		27,564	220,060	81,770	0
November	8,334,960	18,620,230	8,922,100	14,736,156		92,170	44,164	72,944	0
December	23,033,200	4,606,450	7,142,900	13,187,535		22,802	35,357	65,278	0
	\$57,566,393	\$72,594,566	\$124,687,866	\$182,072,810	\$134,498,467	359,344	617,202	901,259	665,769



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City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
July 31, 2016



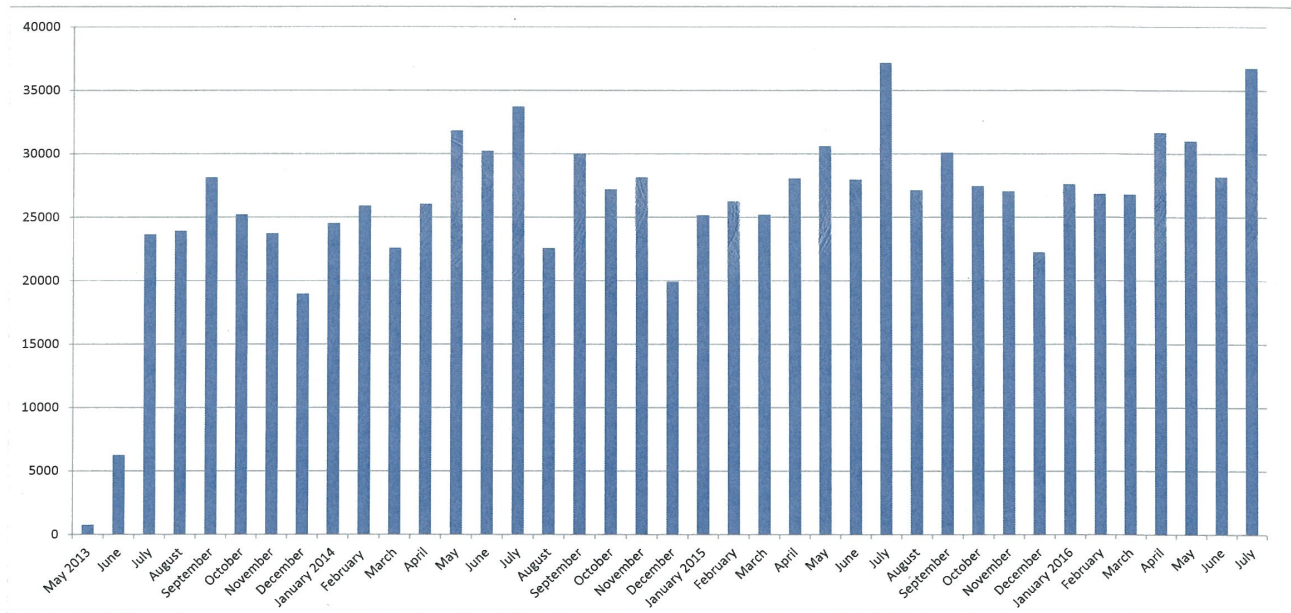
<u>Revenues</u>	<u>July 2016</u>	<u>Biennium-to-Date</u>	<u>Biennium Budget</u>
Lease Income (USPS & Kenmore Village)	0	25,000	67,000
Investment Interest	0	12,216	23,000
Sale of Property	0	901,302	903,000
Event Sponsorship	0	0	1,500
Grant for Public Square	0	291,000	270,000
Transfer From General Fund	0	0	60,000
Leasehold Excise Returned	0	1,307	2,400
Total Revenues	0	1,230,825	1,326,900
<u>Expenditures</u>			
Salaries/Wages/Benefits	1,777	4,035	0
6700 Building Improvements	0	72,028	0
Downtown Plan Services	2,081	59,270	0
Property Management	0	0	19,000
Utilities and Insurance - Kenmore Village	0	3,405	0
Repairs, Maintenance, Other Services	0	11,198	133,240
Surface Water and Fire Benefit Fees	0	8,462	0
Transfer to Park Capital Fund	0	134,929	134,929
Kenmore Village Public Square	332,491	2,449,868	3,365,000
Total Expenditures	336,349	2,743,194	3,652,169
Net Income (Loss)	-336,349	-1,512,369	-2,325,269

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
July 31, 2016**



Revenues	July 2016	Biennium-to-Date	Percent of Budget	Biennium Budget
Vehicle Fees	36,749	543,434	86.23%	630,200
Investment Interest	0	112		
Total Revenues	<u>\$36,749</u>	<u>\$543,546</u>	86.25%	<u>\$630,200</u>
Expenditures				
WCIA Insurance	0	5,000	100.00%	5,000
Reimbursement to Street Fund	0	232,000	48.84%	475,000
Overlay	0	75,000	50.00%	150,000
Total Expenditures	<u>0</u>	<u>312,000</u>	49.52%	<u>630,000</u>
Net Income (Loss)	\$36,749	\$231,546		\$200





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

Subject/Topic: Receive and File: 2016 Grant Applications Proposed Council Action/Motion: Receive and File.	For Council Meeting Agenda of: 09/12/2016 Department: <u>Engineering</u> Prepared by: <u>Brett Schock, John Vicente</u> To Be Presented by: <u>N/A</u> <table style="width: 100%;"> <tr> <td style="text-align: right;">Initial & Date</td> <td></td> </tr> <tr> <td style="text-align: right;">Approved by Department Head:</td> <td><u>KHO 8/29/16</u></td> </tr> <tr> <td style="text-align: right;">Approved by City Attorney:</td> <td><u>NA</u></td> </tr> <tr> <td style="text-align: right;">Approved by Finance Director:</td> <td><u>One 9/1/16</u></td> </tr> <tr> <td style="text-align: right;">Approved by City Manager:</td> <td><u>[Signature]</u></td> </tr> </table> Exhibits/Attachments: Attachment A. 2016 Grants summary Attachment B. 2016 Grants summary map	Initial & Date		Approved by Department Head:	<u>KHO 8/29/16</u>	Approved by City Attorney:	<u>NA</u>	Approved by Finance Director:	<u>One 9/1/16</u>	Approved by City Manager:	<u>[Signature]</u>
Initial & Date											
Approved by Department Head:	<u>KHO 8/29/16</u>										
Approved by City Attorney:	<u>NA</u>										
Approved by Finance Director:	<u>One 9/1/16</u>										
Approved by City Manager:	<u>[Signature]</u>										
Expenditure Required: \$828,160 (pending grant match) <u>\$772,618 (approved grant match)</u> \$1,600,778 (total, all grants)	Amount Budgeted: \$0 (pending grant match) <u>\$772,618 (approved grant match)</u> \$772,618	Appropriation Required: \$828,160 (pending grants) <u>\$0 (approved grants)</u> \$828,160									
<u>INFORMATION/BACKGROUND:</u> City of Kenmore staff stay informed of grant opportunities to leverage City funds to advance our sidewalk program and construct larger projects benefitting the safety and mobility of all modes of travel. On February 16, 2016, staff received direction from Council to apply for State grant funding for five projects and Federal funding for two projects. Since that Council presentation, two additional projects were identified and one identified project was eligible for two different programs. The City applied for ten grants; seven for sidewalks, two for 522 crossings and one for pavement preservation. The programs applied to are: • Washington State Department of Transportation's (WSDOT) Safe Routes to School program ○ Arrowhead Drive, NE 153rd Place and NE 202nd Street sidewalks • WSDOT Pedestrian and Bicycle Program ○ SR 522 crossing study, Juanita Drive sidewalks design (NE 170th to NE 160th Streets) • Transportation Improvement Board's Urban Sidewalk Program ○ 68th Avenue and NE 181st Street sidewalks • Puget Sound Regional Council (PSRC) Federal Aid ○ SR 522 crossing study, Juanita Drive sidewalks design (NE 170th to NE 143rd Streets), Simonds Road overlay (NE 162nd Court to NE 155th Street) Funding decisions for all programs are expected near the end of 2016 and into early 2017. Following selection and design, successful applications would result in sidewalk construction starting in 2018. See Attachments A and B for additional project descriptions and a project map. <u>WSDOT Safe Routes To School</u> This funding program "provides technical assistance and funding to cities, counties, schools, school districts and state agencies for improvements that get more children walking and bicycling to school safely, reduce											

congestion around schools, and improve air quality". The City has previously received funding from this program for the NE 202nd Street/66th Avenue NE sidewalks project east of Kenmore Junior High School which will go to construction in 2017. The City applied for three grants through this program to add sidewalks or fill sidewalk gaps on Arrowhead Drive, NE 153rd Place near Arrowhead Elementary, and on NE 202nd Street west of Kenmore Junior High School. Project descriptions, funding spreadsheets and project maps can be found in Attachments A and B.

WSDOT Pedestrian and Bicycle Program

This program objective is "to improve the transportation system to enhance safety and mobility for people who choose to walk or bike". The City applied for, and was not successful, in obtaining funding from this program in their 2014 funding cycle for improvements near Rhododendron Park. In May 2016, the City applied for two projects through this program, to design sidewalks on the east side of Juanita Drive between NE 160th and NE 170th Streets, and a feasibility and alternatives study of a north/south, grade separated pedestrian crossing of SR 522. Project descriptions, funding spreadsheets and project maps can be found in Attachments A and B.

Transportation Improvement Board Urban Sidewalk Program

This program funds projects that "improve pedestrian safety, access, connectivity, and address system continuity". The City did not apply for funding through this program in their 2015 funding cycle. For 2016, the City applied for two grants through this program. Both projects involve construction of sidewalks in/adjacent to the Kenmore downtown core. One project would close a gap in sidewalks on east side of 68th Avenue NE (north of NE 185th Street), and the other would repair and extend sidewalks on the north side of NE 181st Street, (west of 67th Avenue NE). Project descriptions, funding spreadsheets and project maps can be found in Attachments A and B.

Puget Sound Regional Council Federal Aid Program

PSRC awards funding from the Federal Highway Administration "to a variety of project types including highway, arterial, transit, bicycle, pedestrian, system and demand management, technology, etc." The City applied for three 2016 grants through PSRC, to design sidewalks on the east side of Juanita Drive between NE 143rd Street and NE 170th Street, a feasibility and alternatives study of a north/south grade separated pedestrian crossing of SR 522 and overlay of Simonds Road between NE 162nd Court and NE 155th Street. The City was not selected for two of these projects by PSRC. The overlay project was awarded partial funding by PSRC. Project descriptions, funding spreadsheets and project maps can be found in Attachments A and B.

FISCAL CONSIDERATION: Each of these grant programs has different requirements for City matching funds. Matching funds for any successful grant applications will be identified in the upcoming 2017-2018 budget cycle. If all pending grants are successful, the city match could be as high as \$828,160 for all seven pending projects. The City is responsible for \$772,618 in match funding to complete the Simonds overlay project which received partial grant funding. The match funds for the Simonds overlay have already been budgeted as part of the City's pavement preservation program. The total match if all grants were successful would be \$1,600,778. This match would leverage \$4,877,842 of grant funding to construct \$5.37 million worth of sidewalks and road improvements in the City and put \$1.1 million towards the design of future sidewalk improvements on Juanita Drive and a north/south pedestrian crossing of SR 522. Details of the estimated project costs and City matching commitments for each grant can be found in Attachment A.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

**NE 202nd Street sidewalk, 63rd Avenue NE to 66th Avenue NE
(WSDOT Safe Routes to School)**

This project would construct a sidewalk and bike lane on the north side of NE 202nd Street. The termini of the sidewalk would be the currently in-design sidewalks at 66th Avenue and 63rd Avenue. Kenmore Junior High school is located 400 feet north of NE 202nd Street, accessed from 66th Avenue NE. There is no existing sidewalk in this part of NE 202nd Street and less than one foot of shoulder outside of the marked vehicle lanes. The proposed project would add both sidewalk and bicycle lanes between the project limits. The speed limit on this road is 35 mph. The estimated cost to construct is \$1.375 million.

**Arrowhead Drive sidewalk, NE 151st Street to north of NE 154th Street
(WSDOT Safe Routes to School)**

This project would construct a sidewalk and planter strip on the west side of Arrowhead Drive between NE 151st Street and the north-to-west curve in Arrowhead Drive north of NE 154th Street. Arrowhead Elementary school is located south of NE 151st Street, accessed from Arrowhead Drive. There is not an existing sidewalk in this stretch. There is an extruded curb along most of the north/south alignment of Arrowhead Drive. This curb protects a walkway between 2 and 4 feet wide, but this walkway is frequently blocked by vegetation and not improved. The speed limit on this road is 25 mph. The estimated cost to construct is \$864,000.

**NE 153rd Place sidewalk, Juanita Drive to 70th Avenue NE
(WSDOT Safe Routes to School)**

This project would construct a sidewalk and planter strip on the south side of NE 153rd Place between Juanita Drive and 70th Avenue NE. Arrowhead Elementary school is located 250 feet southwest of the intersection of Juanita Drive and NE 153rd Place. There is a small piece of existing sidewalk on this stretch (near 69th Lane NE) which would be replaced. A wide shoulder exists between Juanita Drive and this piece of sidewalk. North of this sidewalk, there is less than 2 feet of shoulder and a ditch. The speed limit on this road is 25 mph. The estimated cost to construct is \$743,000.

**SR 522 Pedestrian Crossing study
(WSDOT Pedestrian and Bicycle Program, Puget Sound Regional Council Federal Aid)**

This grant application seeks funding for a feasibility and alternatives study of a north/south grade separated crossing of SR 522 through Kenmore between 61st Avenue and 68th Avenue. No current crossing exists in this 3000-foot stretch. A grade-separated crossing (either over or under SR 522) would be a significant benefit to Kenmore motorized and non-motorized traffic. Potential large-scale development on the Lake Washington waterfront, just south of SR 522, adds to the need to plan for north-to-south connections through Kenmore. The estimated cost of the study is \$455,000.

The City applied to two programs for this project. The Puget Sound Regional Council (PSRC) Federal Aid program did not select this project for funding.

**Juanita Drive sidewalk design, NE 170th Street to NE 160th Street
(WSDOT Pedestrian and Bicycle Program)**

This grant application seeks funding for preliminary engineering and design for continuous sidewalks on the east side of Juanita Drive and roadway improvements to add bicycle lanes and left turn pockets. The

application is only seeking design funds for the part of Juanita Drive between NE 170th and NE 160th Streets. There is some existing sidewalk in this stretch, but this would need to be rebuilt to match proposed design guidelines and consistency with the rest of the corridor. Existing bicycle facilities include an uphill shared use lane and downhill sharrows. There is only one intersecting driveway with a left turn pocket. No intersecting streets have a left turn pocket, which results in shoulder passing, encroaching on the uphill shared use lane. Juanita Drive has a history of numerous collisions, many including cyclists and pedestrians. There was a pedestrian fatality crossing Juanita Drive within the project limits in 2014. The estimated cost of design is \$650,000.

**Juanita Drive sidewalk design, NE 170th Street to NE 143rd Street
(Puget Sound Regional Council Federal Aid)**

The City applied for Federal Aid funding from the Puget Sound Regional Council for preliminary engineering and design of continuous sidewalks on the east side of Juanita Drive between NE 170th Street and NE 143rd Street. The design of these sidewalks would include bicycle lanes and left turn pockets. The City was not selected by PSRC for funding of this design project.

**NE 181st Street Sidewalks, 67th Avenue to 65th Avenue
(Transportation Improvement Board [TIB] Urban Sidewalk Program)**

This project would fill gaps in the existing sidewalk, remove barriers and provide ADA access on the north side of NE 181st Street between 65th and 67th Avenues. There is an existing sidewalk on part of this stretch, but it is in poor repair and is very narrow. Combined with other already-funded sidewalk being constructed within the next 12 months, this project would help to create a continuous sidewalk on the north side of NE 181st Street between 73rd and 65th Avenues. The estimated cost to construct is \$805,205.

**68th Avenue NE Sidewalks, NE 185th Street to 300 feet north of NE 185th Street
(Transportation Improvement Board [TIB] Urban Sidewalk Program)**

This project would construct a sidewalk on the east side of 68th Avenue from NE 185th Street to a point 300 feet north of NE 185th Street. This project would connect two segments of existing sidewalk, creating a continuous sidewalk on the east side of 68th Avenue NE from Bothell Way to north of NE 190th Street. There are drainage and topography challenges at this site which must be addressed by this grant. There is a shoulder, but no walkway improvements currently at this site. The estimated cost to construct is \$457,841.

**Simonds Road overlay, NE 162nd Court to NE 155th Street
(Puget Sound Regional Council Federal Aid – Preservation)**

The Simonds Road overlay project would extend grant-funded overlay being constructed in 2016, south to NE 155th Street. The overlay would address pavement conditions on one of Kenmore's busiest arterials. The project would include assessing and upgrading ADA ramps at pedestrian crossings and pavement repairs. The estimated cost to construct is \$1,127,969. The City was selected by PSRC for partial funding of this preservation project. The City had already budgeted funding for this overlay as part of the ongoing preservation program.

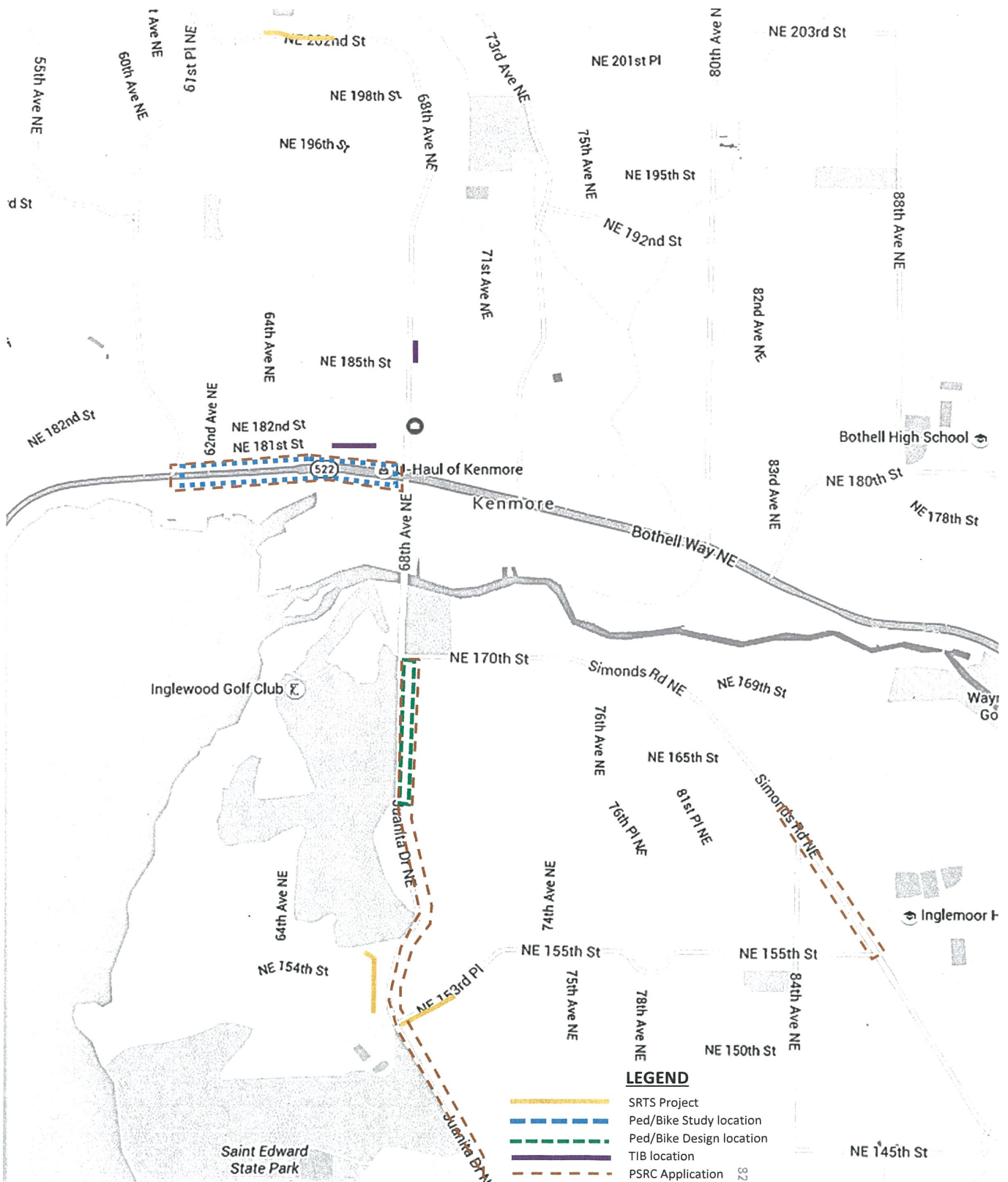
2016 Transportation Grant Applications

Attachment A

Transportation Project Name	Grant Program	City Match (Feb Strategy Estimate)	Project Estimated Cost – Final Applications			Grant Status
			Grant requested	Revised City match (August Estimate)	Total Cost	
Pending grant applications						
NE 202 nd Street sidewalks (63 rd to 66 th Ave)	Safe Routes to School	\$140,000	\$1,237,981	\$137,553	\$1,375,534	Decision in Jan 2017
Arrowhead Dr sidewalks	Safe Routes to School		\$777,720	\$86,413	\$864,133	
NE 153 rd Place sidewalks (Juanita Dr to 70 th Ave)	Safe Routes to School		\$668,644	\$74,294	\$742,938	
SR 522 Crossing Study	Pedestrian and Bicycle	\$30,000	\$409,500	\$45,500	\$455,000	
Juanita Dr sidewalks (170 th to 160 th Street)	Pedestrian and Bicycle	\$65,000	\$585,000	\$65,000	\$650,000	
NE 181 st Street sidewalks (65 th to 67 th Ave)	TIB Urban Sidewalk Program	N/A	\$559,202	\$246,003	\$805,205	Decision in Dec 2016
68 th Ave sidewalks (along NE 185 th Street)	TIB Urban Sidewalk Program	N/A	\$284,444	\$173,397	\$457,841	
Total				\$828,160	\$5,350,651	
Approved/Denied grant applications						
SR 522 Crossing Study	PSRC Federal Aid	\$30,000	\$393,575	\$0 (\$61,425 applied)	N/A	Denied
Juanita Dr sidewalks (170 th to 160 th Street)	PSRC Federal Aid	\$317,250	\$1,962,685	\$0 (\$306,315 applied)	N/A	Denied
Simonds Road overlay (162 nd Ct to 155 th Street)	PSRC Federal Aid – application	\$183,918	\$726,919	(\$401,050 applied)	\$1,127,969	Approved - Funding awarded
	PSRC Federal Aid - award	--	\$355,351	\$772,618		
Total				\$772,618	\$1,127,969	
Grand Total (All Grant Applications)		\$766,168	\$7,605,670	\$1,600,778	\$6,478,620	

2016 Transportation Grant Applications

Attachment B



Subject/Topic: Dept. of Ecology Water Quality Grant (\$29,400.00) Proposed Council Action/Motion: Contract 16-CI601 Department of Ecology Grant Funding Agreement Ratify City Manager's Execution of a Grant Funding Agreement with the Department of Ecology to develop an Integrated Aquatic Vegetation Management Plan (IAVMP) for the northern area of Lake Washington and lower portions of the Sammamish River within Kenmore city limits.	For Council Meeting Agenda of: September 12, 2016 Department: City Manager's Office Prepared by: Janet Quinn <u>Initial & Date</u> Approved by Department Head: KMO 8/30/16 Approved by City Attorney: N/A Approved by Finance Director: Jmg 9/1/16 Approved by City Manager: PJK Exhibits/Attachments: Department of Ecology Grant
Expenditure Required \$39,200.00 Amount Budgeted \$0 Appropriation Required \$9,800.00	
<u>INFORMATION/BACKGROUND:</u> The Department of Ecology has awarded a Grant to the City of Kenmore to develop an Integrated Aquatic Vegetation Management Plan (IAVMP) that addresses invasive freshwater plants negatively impacting the portions of the Sammamish River and Lake Washington within Kenmore City limits. While the City hired a firm to spray for noxious aquatic weeds this summer and the plants responded well to the treatment, a more comprehensive and long-term strategy is needed to address the problem. The IAVMP includes a component of outreach to jurisdictions upriver from Kenmore with the goal of forming a coalition to address invasive aquatic plant infestation more holistically. The City has selected Herrera Environmental Consultants to conduct the work approved in the Grant.	
<u>FISCAL CONSIDERATION:</u> The Department of Ecology has awarded the City a Grant in the amount of \$29,400.00 for development of an Integrated Aquatic Vegetation Management Plan. The total project cost is \$39,200.00 requiring a City match of \$9,800.00. The grant was awarded during the current budget biennium and is not budgeted. However, sufficient funds exist in the Surface Water Management Fund, and this fund's budget will be amended as part of the biennium budget amendments this fall.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goal Number 7: Address watershed issues affecting the City.	

Contract # 16-C1601



Agreement No. WQAIP-2017-Kenmor-00008

WATER QUALITY AQUATIC INVASIVE PLANT FUNDING AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF KENMORE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Kenmore, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Kenmore IAVMP: Northern Lake Washington and Lower Sammamish River
Total Cost:	\$39,200.00
Total Eligible Cost:	\$39,200.00
Ecology Share:	\$29,400.00
Recipient Share:	\$9,800.00
The Effective Date of this Agreement is:	07/01/2016
The Expiration Date of this Agreement is no later than:	06/30/2017
Project Type:	Integrated Aquatic Vegetation Management Plan

Project Short Description:

The RECIPIENT will develop an Integrated Aquatic Vegetation Management Plan for the northern area of Lake Washington and the lower portions of the Sammamish River within the city limits of Kenmore. The RECIPIENT will survey for noxious weeds, solicit feedback from stakeholders and the Kenmore community, and initiate partnerships to address infestations upstream.

Project Long Description:

The objective is to develop an Integrated Aquatic Vegetation Management Plan (IAVMP) that addresses invasive freshwater plants negatively impacting the northern area of Lake Washington and the 1.5 miles of the Sammamish River within Kenmore city limits.

Based on past survey assessments and observations from the King County Noxious Weed Control Program (KCNWCP), as well as reports from residents, a variety of invasive aquatic plants infest the north shores of Lake Washington and lower portions of the Sammamish River. Most notably, there are large quantities of

State of Washington Department of Ecology

Agreement No: WQAIP-2017-Kenmor-00008

Project Title: City of Kenmore IAVMP: Northern Lake Washington and Lower Sammamish River

Recipient Name: City of Kenmore

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submersed Class B weed species Brazilian elodea and Eurasian watermilfoil. Class B emergent plant species such as purple loosestrife, garden loosestrife and fragrant water lily are also documented.

The RECIPIENT will achieve the following outcomes: identify and map existing invasive aquatic plant species; form a steering committee of interested stakeholders; develop an IAVMP that weighs various management options and lays out a plan for effectively controlling the emergent and aquatic invasive plants in our project area; educate the public and build broad community support; and lay the groundwork for a coalition to address the infestations upstream.

Overall Goal:

The goal is to lessening the negative impact of invasive aquatic plants on recreation, the economy, and the environment. The RECIPIENT will develop a plan of action to bring all stakeholders to the table and weigh all management options. The IAVMP will identify the best management practices for controlling the invasive aquatic weed infestation. The RECIPIENT will build partnerships with other jurisdictions and develop plans for future concerted action to control infestation upstream. All of these efforts will lay the groundwork for effective weed management.

State of Washington Department of Ecology

Agreement No: WQAIP-2017-Kenmor-00008

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Project Title: City of Kenmore LAVMP: Northern Lake Washington and Lower Sammamish River

Recipient Name: City of Kenmore

RECIPIENT INFORMATION

Organization Name: City of Kenmore

Federal Tax ID: 91-1912254

DUNS Number: 041752978

Mailing Address: PO Box 82607, Kenmore, WA 98028
Kenmore, Washington 98028Physical Address: 18120 68th Ave NE
Kenmore, Washington 98028

Organization Email: rkarlinsey@kenmorewa.gov

Contacts

Project Manager	Rob Karlinsey City Manager 18120 68th Ave NE Kenmore, Washington 98028 Email: rkarlinsey@kenmorewa.gov Phone: (425) 398-8900
Billing Contact	Rob Karlinsey City Manager 18120 68th Ave NE Kenmore, Washington 98028 Email: rkarlinsey@kenmorewa.gov Phone: (425) 398-8900
Authorized Signatory	Rob Karlinsey City Manager 18120 68th Ave NE Kenmore, Washington 98028 Email: rkarlinsey@kenmorewa.gov Phone: (425) 398-8900

State of Washington Department of Ecology
 Agreement No: WQAIP-2017-Kenmor-00008
 Project Title: City of Kenmore IAVMP: Northern Lake Washington and Lower Sammamish River
 Recipient Name: City of Kenmore

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

Project Manager	Lizbeth Seebacher P.O. Box 47600 Olympia, Washington 98504-7600 Email: lsee461@ecy.wa.gov Phone: (360) 407-6938
Financial Manager	Lizbeth Seebacher P.O. Box 47600 Olympia, Washington 98504-7600 Email: lsee461@ecy.wa.gov Phone: (360) 407-6938
Technical Advisor	Lizbeth Seebacher P.O. Box 47600 Olympia, Washington 98504-7600 Email: lsee461@ecy.wa.gov Phone: (360) 407-6938

State of Washington Department of Ecology
 Agreement No: WQAIP-2017-Kenmor-00008
 Project Title: City of Kenmore LAVMP: Northern Lake Washington and Lower Sammamish River
 Recipient Name: City of Kenmore

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AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
 Department of Ecology

City of Kenmore

By: Donald A. Suchy 8/15/2016

 Date

 Heather R. Bartlett
 Water Quality
 Program Manager

By: Rob Karlinsey 8/9/16

 Date

Rob Karlinsey
 City Manager

Template Approved to Form by
 Attorney General's Office

State of Washington Department of Ecology
 Agreement No: WQAIP-2017-Kenmor-00008
 Project Title: City of Kenmore LAVMP: Northern Lake Washington and Lower Sammamish River
 Recipient Name: City of Kenmore

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SCOPE OF WORK

Task Number: 1 **Task Cost: \$3,800.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Rob Karlinsey

Project Administration/Management**Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

State of Washington Department of Ecology

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Agreement No: WQAIP-2017-Kenmor-00008

Project Title: City of Kenmore IAVMP: Northern Lake Washington and Lower Sammamish River

Recipient Name: City of Kenmore

SCOPE OF WORK

Task Number: 2

Task Cost: \$14,600.00

Task Title: Survey and Mapping

Task Description:

A. The RECIPIENT will contract with a qualified aquatic vegetation/lake surveyor to perform an aquatic plant survey that will both identify invasive aquatic plant species present in the designated project area and document their location and distribution. This survey will assist the RECIPIENT in determining the level of invasive plant infestation, which will have a bearing on the chosen method of treatment.

B. The RECIPIENT, with the aid of the contractor, will produce a map and accompanying interpretive report to document the location and distribution of invasive aquatic plant species in the designated project area.

Task Goal Statement:

Produce an accurate assessment of aquatic plant species in the project area, including their location and distribution

Task Expected Outcome:

The RECIPIENT will possess sufficient knowledge of invasive aquatic plant infestation to choose an appropriate method of treatment and otherwise develop an effective management plan

Recipient Task Coordinator: Rob Karlinsey**Survey and Mapping****Deliverables**

Number	Description	Due Date
2.1	Aquatic plant map and accompanying interpretive report	08/15/2016

State of Washington Department of Ecology
 Agreement No: WQAIP-2017-Kenmor-00008
 Project Title: City of Kenmore IAVMP: Northern Lake Washington and Lower Sammamish River
 Recipient Name: City of Kenmore

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SCOPE OF WORK

Task Number: 3 Task Cost: \$9,300.00

Task Title: Integrated Aquatic Vegetation Management Plan

Task Description:

A. The RECIPIENT will contract with a qualified aquatic plant management consultant to develop an Integrated Aquatic Vegetation Management Plan (IAVMP) that includes all elements required by ECOLOGY, as found in Appendix C of ECOLOGY's "Aquatic Invasive Plant Program Grant Guidelines." The RECIPIENT and the contracted consultant—with input from interested residents and steering committee members—will closely follow "A Citizen's Manual for Developing Integrated Aquatic Vegetation Management Plans" as they develop an IAVMP for the designated project area.

B. In any Request for Proposals or consultant contract, the RECIPIENT will include the scope of work as defined in the grant, as well as the minimum plan requirements. The RECIPIENT will also include a Conflict of Interest special condition as follows, "The company, associated company, contractor, corporation, or individual writing and/or guiding the steering committee through the assessment of plant control options during development of this IAVMP will not be considered for implementation of these control measures under state-funded projects."

C. If herbicide treatment is planned as part of the IAVMP, the RECIPIENT will address water right issues during the planning process. The RECIPIENT will identify those residents holding water rights on affected waters. In addition, the RECIPIENT will address human health and environmental concerns about herbicide use prior to including it in the IAVMP.

D. The RECIPIENT will produce a draft IAVMP that will be available for review by all interested parties and affected agencies. The RECIPIENT will submit the draft IAVMP to ECOLOGY no less than 30 days before the project completion date. Following this review, the RECIPIENT will prepare and submit to ECOLOGY a final IAVMP incorporating review comments.

Task Goal Statement:

Develop and submit to ECOLOGY an IAVMP that meets ECOLOGY's minimum requirements; receive approval of IAVMP from ECOLOGY

Task Expected Outcome:

The RECIPIENT will produce an IAVMP that meets ECOLOGY's minimum requirements.

The RECIPIENT will receive IAVMP approval from ECOLOGY.

The RECIPIENT will possess an IAVMP that will guide the RECIPIENT in effectively managing the invasive aquatic plant species present in Lake Washington and the Sammamish River.

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Agreement No: WQAIP-2017-Kenmor-00008

Project Title: City of Kenmore IAVMP: Northern Lake Washington and Lower Sammamish River

Recipient Name: City of Kenmore

Recipient Task Coordinator: Rob Karlinsey**Integrated Aquatic Vegetation Management Plan****Deliverables**

Number	Description	Due Date
3.1	Copy of contract with consultant	08/15/2016
3.2	Draft IAVMP	01/31/2017
3.3	Final IAVMP	06/30/2017

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SCOPE OF WORK

Task Number: 4 Task Cost: \$10,500.00

Task Title: Community Involvement and Outreach

Task Description:

A. The RECIPIENT will identify stakeholders and establish a steering committee from members of stakeholder groups. Stakeholders will include local government personnel (from the City of Kenmore and King County), citizen groups, and any other interested individual or entity. Representatives from ECOLOGY and the Department of Fish and Wildlife will also be invited to become steering committee members.

B. The RECIPIENT will ensure the steering committee meets at least three times: before, during, and after the main body of work is completed.

C. The RECIPIENT will ensure the steering committee comments on all aspects of the IAVMP, and recommendations will be incorporated into the final document as much as possible.

D. The RECIPIENT will hold at least one public meeting to invite the greater community to provide feedback on IAVMP goals, beneficial use maps, management strategies, and the level of management intensity. The RECIPIENT will invite representatives from King County, state and federal agencies, the Cedar/Sammamish Water Resource Inventory Area, the City of Bothell, the City of Woodinville, the City of Redmond, Native American tribes, environmental groups, fishing and special user groups, water-related businesses, landowners, and other interested parties to participate in any such public meetings.

E. The RECIPIENT will present the problem and the preferred alternative options at one follow-up meeting; participants will be invited to comment. Comments will be incorporated into the final document as much as possible. Signatures of support from attendees, especially shoreline property owners, will be collected at the meeting.

F. The RECIPIENT will publish information about public meetings and the process for developing the IAVMP on the RECIPIENT's website or on another blog or website created for that purpose. The RECIPIENT will also distribute information about this project through social media, email notices or e-newsletters, direct mailings, and notices in local newsletters.

Task Goal Statement:

Engage the public and interested parties in the process of developing an IAVMP through the following: identifying stakeholders, forming and convening a steering committee, holding public meetings, and distributing information through various media channels

Task Expected Outcome:

The RECIPIENT will establish a steering committee that includes representation from key project stakeholders. The project steering committee will provide comments and recommendations that lead to an IAVMP that better reflects the interests of all interested parties.
 The final IAVMP will have broad community support.

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Project Title: City of Kenmore IAVMP: Northern Lake Washington and Lower Sammamish River

Recipient Name: City of Kenmore

Recipient Task Coordinator: Rob Karlinsey**Community Involvement and Outreach****Deliverables**

Number	Description	Due Date
4.1	Roster of steering committee members	10/31/2016
4.2	Report that documents public involvement, including copies of notices and invitations to interested parties and records of meetings held (such as attendance sheets or meeting minutes)	01/31/2017

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SCOPE OF WORK

Task Number: 5 Task Cost: \$1,000.00

Task Title: Outreach to Upstream Jurisdictions

Task Description:

A. The RECIPIENT will identify other jurisdictions that have an interest in or authority over upstream areas along the Sammamish River and Lake Sammamish—including, but not limited to, King County, the Cedar/Sammamish Water Resource Inventory Area (WRIA 8), and the cities of Bothell, Woodinville, and Redmond. Once these jurisdictions are identified, the RECIPIENT will reach out to representatives from each jurisdiction to gauge interest in forming a coalition to control invasive aquatic plant infestation throughout the Sammamish River and at the outflow of Lake Sammamish. In the process of this outreach, it is expected that the RECIPIENT will form relationships with these jurisdictions that can be built upon later to establish a coalition.

B. The RECIPIENT will include a section in its IAVMP that documents outreach to these jurisdictions and a section that details a plan of what actions the RECIPIENT will take to build upon its relationships with each jurisdiction to form a coalition with the shared goal of managing invasive aquatic plants in the Sammamish River and at the outflow of Lake Sammamish.

Task Goal Statement:

Lay the groundwork for a coalition of jurisdictions that will have the combined authority and resources to effectively manage invasive aquatic plant infestation upstream of the IAVMP project area

Task Expected Outcome:

The RECIPIENT will have an increased knowledge of what other jurisdictions have an interest in or authority over upstream areas along the Sammamish River and Lake Sammamish

Relationships will be established between the RECIPIENT and other jurisdictions—relationships which will form the basis for a coalition tasked with controlling invasive aquatic plant infestation throughout the Sammamish River and at the outflow of Lake Sammamish

The RECIPIENT will produce a plan that will guide its future efforts to work with other jurisdictions to form this coalition

Recipient Task Coordinator: Rob Karlinsey

Outreach to Upstream Jurisdictions

Deliverables

Number	Description	Due Date
5.1	List of jurisdictions and their relationship to the Sammamish River, Lake Sammamish, and the management of invasive aquatic plants	10/31/2016
5.2	Report that documents outreach to jurisdictions, including list of contacts made and results/info that that resulted from conversations/meetings	01/31/2017

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BUDGET**Funding Distribution EG160711**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Integrated Aquatic Vegetation Management Plan Funding Type: Grant
 Funding Effective Date: 07/01/2016 Funding Expiration Date: 06/30/2017
 Funding Source:

Title: Aquatic Weeds Control Account

Type: State

Funding Source %: 100%

Description: Boat license fee

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%

Recipient Match %: 25%

InKind Interlocal Allowed: Yes

InKind Other Allowed: Yes

Is this Funding Distribution used to match a federal grant? No

Integrated Aquatic Vegetation Management Plan	Task Total
Survey and Mapping	\$ 14,600.00
Integrated Aquatic Vegetation Management Plan	\$ 9,300.00
Community Involvement and Outreach	\$ 10,500.00
Outreach to Upstream Jurisdictions	\$ 1,000.00
Project Administration/Management	\$ 3,800.00

Total: \$ 39,200.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Integrated Aquatic Vegetation Management Plan	25.00 %	\$ 9,800.00	\$ 29,400.00	\$ 39,200.00
Total		\$ 9,800.00	\$ 29,400.00	\$ 39,200.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the

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RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall

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award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

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c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved

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by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic

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materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) **Tangible Property Rights.** ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) **Personal Property Furnished by ECOLOGY.** When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) **Acquisition Projects.** The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) **Conversions.** Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

Version 10/30/2015

State of Washington Department of Ecology
 Agreement No: WQAIP-2017-Kenmor-00008
 Project Title: City of Kenmore LAVMP: Northern Lake Washington and Lower Sammamish River
 Recipient Name: City of Kenmore

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RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

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 Recipient Name: City of Kenmore

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27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other

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State of Washington Department of Ecology

Agreement No: WQAIP-2017-Kenmor-00008

Project Title: City of Kenmore IAVMP: Northern Lake Washington and Lower Sammamish River

Recipient Name: City of Kenmore

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materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

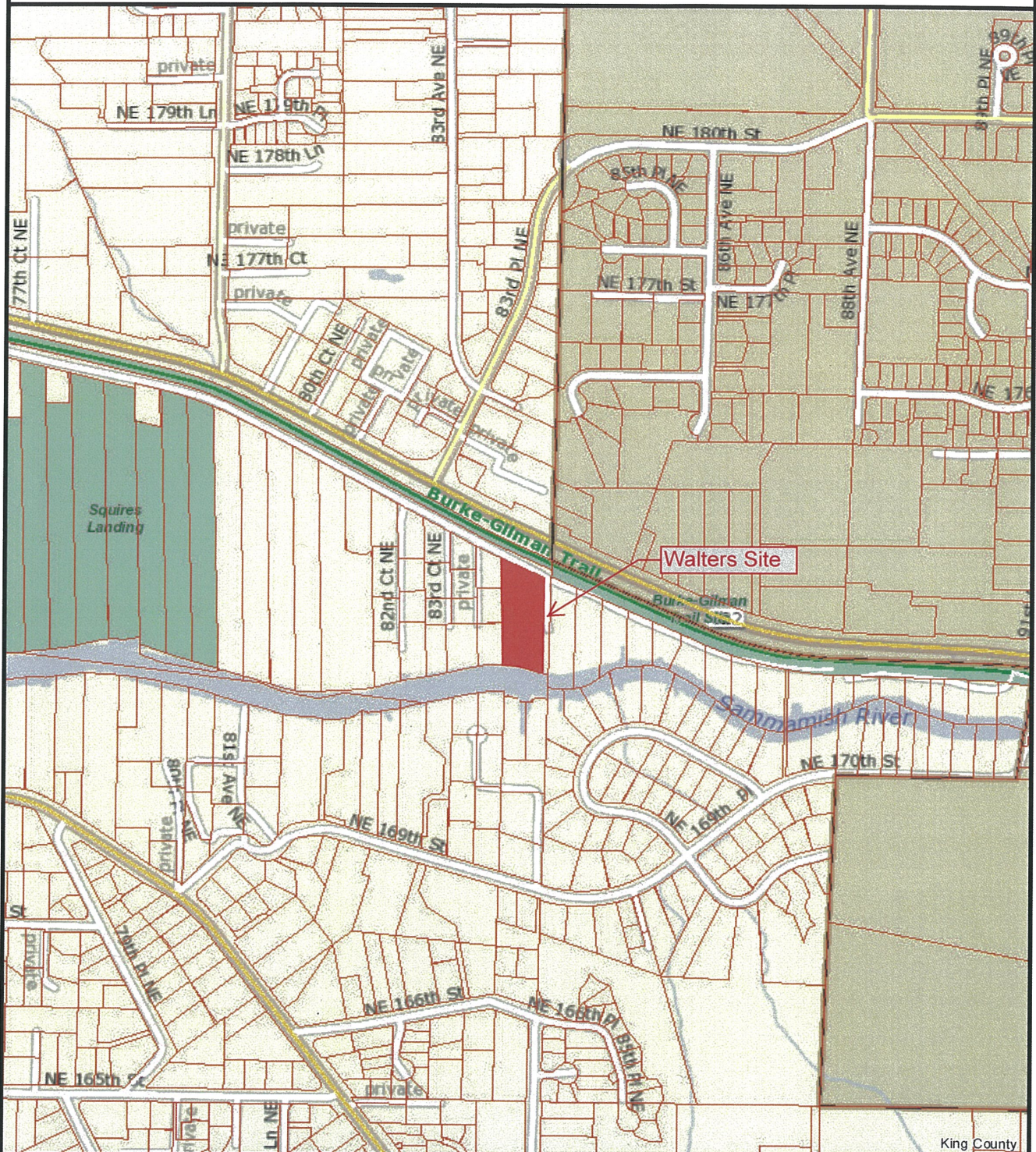
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015



Subject/Topic: Walters Final Plat – Resolution No. 16-287 Proposed Council Action/Motion: Adopt Resolution No. 16-287 Granting Final Approval for Plat of Walters	For Council Meeting Agenda of: September 12, 2016 Department: Development Services Prepared by: Andrew Bauer, Planner <u>Initial & Date</u> Approved by Department Head: BA 8/24/16 Approved by City Attorney: NA. [Signature] 8/31/16 Approved by Finance Director: [Signature] 8/31/16 Approved by City Manager: [Signature] 8/31/16 Exhibits/Attachments: 1. Vicinity Map 2. Resolution 16-287 3. Walters Final Plat Map
Expenditure Required \$0 Amount Budgeted \$ N/A Appropriation Required \$ N/A	
<u>INFORMATION/BACKGROUND:</u> The Walters final plat is ready to record. The Hearing Examiner granted preliminary approval of the plat on January 19, 2009. Conditions of preliminary plat approval have been satisfied and required financial guarantees have been submitted. To obtain final plat approval the Council needs to pass a resolution approving the final plat. The final plat then needs to be signed by the City prior to being recorded with King County. The Walters Plat is a 5 lot single-family residential development on a 1.44 acre site zoned R-4 (residential 4 dwelling units per acre). An existing house is located on Lot 1. Access to the lots will be from NE 175th Street and 84th Avenue NE. Tract 998 is a recreation tract/play area and Tract 999 is a wetland/buffer tract providing protection to a small wetland area on site. Both tracts will be owned and maintained by the property owners within the plat (Lots 1-5). A 20 foot river access easement will be granted for the benefit of Lots 2-5, providing shoreline access to the Sammamish River. A new vehicle turnaround at the intersection of NE 175th Street and 84th Avenue NE was constructed and will be dedicated to the City for road right-of-way purposes. Maintenance responsibilities of the turnaround and road improvements will be accepted by the City after completion of a two-year maintenance/defect period by the applicant. The applicant has posted the required financial guarantees for maintenance of roadways, drainage, and critical area mitigation. Traffic and parks impact fees will be assessed at the time of building permit for each individual lot.	
<u>FISCAL CONSIDERATION:</u> Permit fees will be collected upon approval of the plat and issuance of building permits. Subsequent expansion of single-family property tax base.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To provide clear, accurate, and predictable permitting services in a timely and efficient manner.	

Walters Plat Vicinity - ATTACHMENT 1



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 8/24/2016

Notes:

King County
GIS CENTER

ATTACHMENT 2

CITY OF KENMORE

WASHINGTON

RESOLUTION NO. 16-287

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR
THE PLAT OF WALTERS (File FLP2006-050)**

WHEREAS, the City Council desires to grant final plat approval for the plat of Walters;

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

Section 1. Plat Approval. Pursuant to RCW 58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the plat of Walters have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the plat of Walters, as approved, conforms with all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for the plat of Walters and to cause the plat to be recorded with King County.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 12TH DAY OF SEPTEMBER 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

VOL. _____ PG. _____

CITY OF KENMORE APPROVALS

CITY OF KENMORE
EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.

DEVELOPMENT SERVICES DIRECTOR, CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.

CITY MANAGER, CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.

CITY CLERK, CITY OF KENMORE

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.

KING COUNTY ASSESSOR _____ DEPUTY KING COUNTY ASSESSOR _____

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

THIS _____ DAY OF _____, 2016.

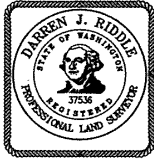
FINANCE DIVISION

MANAGER, FINANCE DIVISION _____ DEPUTY _____

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF GEORGE WALTERS IN DECEMBER, 2015

I HEREBY CERTIFY THAT THIS GEORGE WALTERS PLAT IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. AS REQUIRED BY THE STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN HEREON CORRECTLY; THAT THE MONUMENTS ARE SET AND THE LOT AND BLOCK CORNERS ARE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATING.



DARREN J. RIDDLE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 37536

DATE _____

SHEET
1 OF 2

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE AND CONVEY SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF KENMORE, IT'S SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF KENMORE.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF KENMORE, IT'S SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE INCLUDING ANY COST OF DEFENSE CLAIMED BY PERSONS WITHIN OR WITHOUT THE SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION, PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF KENMORE, IT'S SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF KENMORE, IT'S SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS:

GEORGE W. WALTERS, AS HIS SEPARATE ESTATE

BY: _____

ACKNOWLEDGMENTS

STATE OF _____ }
COUNTY OF _____ }SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GEORGE W. WALTERS, AS HIS SEPARATE ESTATE, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE _____

_____, DATED: _____

(PRINT NAME)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES: _____

TRACT NOTES

TRACTS 999 AND 998 ARE CONSIDERED "TRACTS". A TRACT IS LAND RESERVED FOR SPECIFIC USES INCLUDING, BUT NOT LIMITED TO RESERVE TRACTS, RECREATION, OPEN SPACE, SENSITIVE AREAS, SURFACE WATER RETENTION, UTILITY FACILITIES AND ACCESS. TRACTS ARE NOT CONSIDERED LOTS OR BUILDING SITES FOR PURPOSES OF RESIDENTIAL DWELLING CONSTRUCTION.

TRACTS 999 IS AN ENVIRONMENTALLY CRITICAL AREA TRACT. THE LOTS WITHIN THE PLAT SHALL HOLD EQUAL AND UNDIVIDED INTEREST IN TRACT 999 FOR OWNERSHIP, MAINTENANCE AND PROTECTION RESPONSIBILITIES. MAINTENANCE INCLUDES ENSURING THAT NO ALTERATIONS OCCUR AND THAT ALL VEGETATION REMAINS UNDISTURBED UNLESS THE EXPRESS WRITTEN AUTHORIZATION OF THE CITY OF KENMORE HAS BEEN RECEIVED.

TRACT 998 IS A RECREATION SPACE TRACT. THE LOTS WITHIN THE PLAT SHALL HOLD EQUAL AND UNDIVIDED INTEREST IN TRACT 998 FOR OWNERSHIP AND MAINTENANCE RESPONSIBILITIES. TRACT 998 INCLUDES PRIVATE WATER SERVICE FOR LOT 3.

FLOOD HAZARD CONSERVATION EASEMENT LYING BELOW THE 100 YEAR FLOOD PLAIN. THE FLOOD HAZARD CONSERVATION EASEMENT IS FOR PERMANENT CONSERVATION OF THE FLOOD PLAIN AND SHALL NOT BE DISTURBED OR ALTERED UNLESS THE EXPRESS WRITTEN AUTHORIZATION OF THE CITY OF KENMORE HAS BEEN RECEIVED.

LEGAL DESCRIPTION

LOT 15, LAKEWOOD GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 32 OF PLATS, PAGE(S) 32, IN KING COUNTY, WASHINGTON;

EXCEPT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 595776 FOR SAMMAMISH RIVER FLOOD CONTROL.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

EASEMENT NOTES

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF KENMORE, NORTHSHORE UTILITY DISTRICT, VERIZON, PUGET SOUND ENERGY AND COMCAST, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING LOTS 3, 4 AND 5 AND THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS, AS SHOWN ON THE MAP, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SANITARY SEWER, WATER, ELECTRIC, TELEPHONE, STORM DRAINAGE, T.V. AND GAS SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

2. THE PRIVATE SIDE SEWER EASEMENT LOCATED ACROSS LOTS 2 AND 4 SHOWN HEREON IS HEREBY RESERVED AND GRANTED FOR LOTS 1, 2, AND 4 FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTION, OPERATING AND MAINTAINING THE PRIVATE SIDE SEWER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THE COST OF THAT PORTION USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE SIDE SEWER ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

3. THE 20' RIVER ACCESS EASEMENT LOCATED ACROSS LOT 1 IS OWNED BY LOT 1 AND SHALL BE MAINTAINED BY LOTS 1 THRU 5.

4. THE JOINT USE DRIVEWAY SERVING LOTS 1 AND 2 IS OWNED BY LOT 2 AND SHALL BE PRIVATELY MAINTAINED BY LOTS 1 AND 2.

5. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF KENMORE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON LOTS 1 AND 2 AS SHOWN, IN WHICH TO INSPECT, MAINTAIN AND REPAIR THE STORM DRAINAGE SYSTEM THEREON, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE CITY.

6. A CONSERVATION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF KENMORE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS LYING OVER THE 100 YEAR FLOODPLAIN AS SHOWN ON LOT 1.

EASEMENTS OF RECORD

1. SUBJECT TO AN EASEMENT TO KING COUNTY FOR THE PURPOSE OF RIVER PROTECTION AS GRANTED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 5466710. (BLANKET IN NATURE, NOT ABLE TO PLOT).

2. SUBJECT TO AN EASEMENT TO NORTHEAST LAKE WASHINGTON SEWER AND WATER DISTRICT, AND THE RIGHTS INCIDENTAL THERETO, AS RECORDED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 9107300835.

3. SUBJECT TO AN EASMENT TO NORTHSHORE SCHOOL DISTRICT NO. 417, A MUNICIPAL CORPORATION, AND THE RIGHTS INCIDENTAL THERETO, AS GRANTED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 20031208002027.

4. SUBJECT TO AN EASEMENT TO PUGET SOUND ENERGY INC., AND THE RIGHT INCIDENTAL THERETO, AS GRANTED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 20131122001097. (UNABLE TO PLOT. COVERS EXISTING/PROPOSED UTILITIES).

5. SUBJECT TO RELEASE OF DAMAGE AGREEMENT BETWEEN A.L. GRAY AND ADELINE G. GRAY AND KING COUNTY, WASHINGTON, AND THE TERMS AND CONDITIONS THEREOF, AS RECORDED UNDER RECORDING NUMBER 5466711. RELEASING KING COUNTY FROM ALL FUTURE CLAIMS OF DAMAGE RESULTING FROM DISPOSAL OF EXCESS MATERIAL FROM IMPROVEMENT WORK ON THE SAMMAMISH RIVER.

6. SUBJECT TO AN AFFIDAVIT REGARDING ACCESSORY DWELLING UNIT, AND THE TERMS AND CONDITIONS THEREOF, AS RECORDED UNDER RECORDING NUMBER 20041122000512.

GENERAL NOTES

1. THE APPLICANT IS RESPONSIBLE FOR PAYMENT OF PARK IMPACT, TRAFFIC IMPACT, AND SCHOOL IMPACT FEES AT THE TIME OF BUILDING PERMIT APPLICATION FOR NEW SINGLE-FAMILY DWELLINGS BASED UPON THE IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION.

2. ALL LOTS WITHIN THIS PLAT SHALL COMPLY WITH THE APPROVED TREE MANAGEMENT PLAN ON FILE WITH THE CITY OF KENMORE (FILE ENG2013-01085). ANY DEVIATION FROM THIS PLAN SHALL BE APPROVED BY THE CITY OF KENMORE. LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TREES ON THEIR RESPECTIVE LOTS IDENTIFIED ON THE TREE MANAGEMENT PLAN.

3. ALL LOTS WITHIN THIS PLAT SHALL MEET THE MINIMUM DEVELOPMENT STANDARDS OF THE ZONE IN WHICH THE PLAT IS LOCATED. PROPERTY LINE SETBACKS, BUILDING HEIGHT, OFF STREET PARKING PROVISIONS, AND MAXIMUM IMPERVIOUS SURFACE LIMITS SHALL BE VERIFIED AT THE TIME OF BUILDING PERMIT APPLICATION.

4. NEW DRIVEWAYS SHALL CONFORM TO THE REQUIREMENTS OUTLINED IN KORS 3.01, KMC 12.50.080, KMC 18.30.030.B.8, AND KMC 18.30.200. THESE REQUIREMENTS WILL BE VERIFIED AT BUILDING PERMIT PLAN REVIEW STAGE.

5. NEW HOUSES CONSTRUCTED ON THE LOTS SHALL BE REQUIRED TO BE EQUIPPED WITH APPROVED FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D.

RECORDERS CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2016,

AT _____ M., IN BOOK _____ OF SURVEYS, AT PAGE _____,

_____, AT THE REQUEST OF PACIFIC COAST SURVEYS, INC.

_____, _____ SUPT. OF RECORDS

Pacific Coast Surveys, Inc.
LAND SURVEYING & MAPPING

P.O. BOX 13619
MILL CREEK, WA 98082

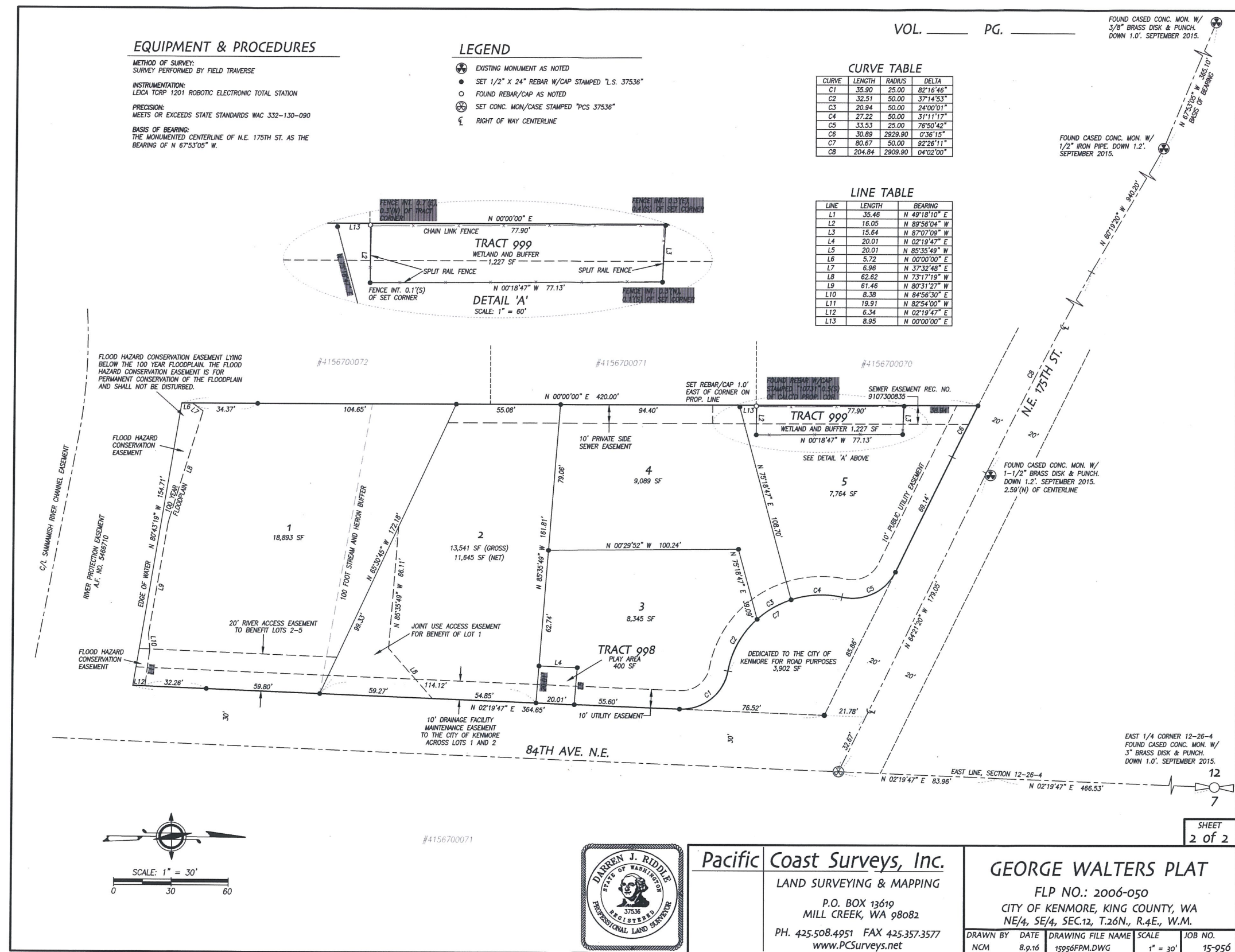
PH. 425.508.4951 FAX 425.357-3577
www.PCSurveys.net

GEORGE WALTERS PLAT

FLP NO.: 2006-050

CITY OF KENMORE, KING COUNTY, WA
NE/4, SE/4, SEC.12, T.26N., R.4E., W.M.

DRAWN BY	DATE	DRAWING FILE NAME	SCALE	JOB NO.
NCM	8.9.16	15956FPM.DWG	N/A	15-956



Subject/Topic: Settlement agreement between the City of Kenmore and Wesley Boyd Proposed Council Action/Motion: Authorize the city manager to approve agreement I6-CI609 between the City of Kenmore and Wesley Boyd	For Council Meeting Agenda of: September 12, 2016 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: <i>JAN SUTEN VIA EMAIL 8/29</i> Approved by Finance Director: <i>[Signature] 8/16/16</i> Approved by City Manager: <i>RJR</i> Exhibits/Attachments: Settlement Agreement
Expenditure Required \$0 Amount Budgeted N/A Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> The City of Kenmore owns the property where the U.S. Post Office is currently located at 6700 NE 181st Street in Kenmore (King County Parcel No. 6181700-350). Ground water testing completed in recent years at the Post Office property has shown detections of tetrachloroethene ("PCE") in the groundwater. Available information suggests that the PCE detected in the groundwater likely migrated from an adjacent property where Mr. Wesley Boyd operated Boyd's Dry Cleaners historically for many years. For the past several years and in consultation with Department of Ecology (DOE), Mr. Boyd has been performing certain ongoing investigation and environmental cleanup activities on the former dry cleaner property and the City's property. The cleanup is not yet complete, however. The attached settlement agreement commits Mr. Boyd to use commercially reasonable efforts to continue cleaning up the City's property with the goal of obtaining a favorable "No Further Action" ("NFA") determination from DOE for the City's property. In addition, Mr. Boyd agrees to pay the City \$54,000 for the City's past costs relating to this issue in exchange for the City's release of any claims that the City may have for past costs incurred as of the effective date of the agreement. Finally, if Mr. Boyd successfully obtains a NFA determination for the City's property, the City will agree to release any claims it has related to the PCE contamination through the date of the NFA determination, but would reserve all claims from the NFA date forward.	

Contract No. 16-C1609

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the City of Kenmore, Kenmore Plaza, LLC, and Wesley Boyd, individually.

1. DEFINITIONS

1.1 "Boyd's Dry Cleaners" means the dry cleaners operated by Wesley Boyd, individually, and Myrtle Boyd, individually, on a portion of the Kenmore Plaza Property.

1.2 "City" means the City of Kenmore, and its insurers, successors, and assigns.

1.3 "City Properties" means the Former Shell Property and the Post Office Property.

1.4 "Claim" and "Claims" mean any claim, demand, cause of action, or liability, whether known or unknown, under any theory or combination of theories, in law or in equity, under common law, statute, regulation, or otherwise, including liability arising out of the presence of Hazardous Substances, claims for reimbursement, contribution, defense, indemnity, successor liability, assumption of liability, contractual liability, claims for natural resource damages, assignment of claims, subrogation, reallocation, or reapportionment, or any other theory or right of recovery, seeking damages, injunction, relief, or remedy of any kind whatsoever.

1.5 "Ecology" means the Washington State Department of Ecology.

1.6 "Former Shell Property" means the real property located at 6532 NE Bothell Way, Kenmore, Washington, King County Parcel Nos. 794630-0195 and 794630-0196.

1.7 "Hazardous Substances" means any substance alleged in the past, now, or in the future to be dangerous, toxic, nuisance causing, harmful or injurious to human health or the environment, including petroleum products, PCE, TCE, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants, or any form of toxic, hazardous or injurious substance or material, including any "hazardous substance" as defined in 42 U.S.C. Section 9601 and RCW 70.105D.

1.8 "Including" means including without limitation.

1.9 "Kenmore Plaza" means Kenmore Plaza, LLC, Jacob Chacko (deceased), Sallykutty Jacob, and their insurers, successors, parents, subsidiaries, and affiliates, and the members, attorneys, employees, directors, officers, shareholders, agents, heirs, executors, personal representatives, estates, successors, and assigns of the foregoing.

1.10 "Kenmore Plaza Property" means the real property located at 6524 NE 181st Street, Kenmore, Washington, King County Parcel No. 618170-0345.

SETTLEMENT AGREEMENT

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1.11 “MTCA” means the Model Toxics Control Act, RCW 70.105D, and its implementing regulations, WAC 173-340.

1.12 “Myrtle Boyd” means Myrtle Boyd (deceased), and her insurers, heirs, executors, personal representatives, successors, and estate. “Myrtle Boyd, individually,” shall mean only the deceased individual with the name Myrtle Boyd.

1.13 “Parties” means the City of Kenmore, Kenmore Plaza, LLC, and Wesley Boyd, individually.

1.14 “Past Costs” means costs, expenses, and fees that the City, and/or its consultants, vendors, experts, and/or attorneys, has incurred as of the Effective Date, whether or not invoiced or billed as of the Effective Date, that are related to, or arise in any way from, the release of Hazardous Substances related in any way to former dry-cleaning operations on the Kenmore Plaza Property. “Past Costs” includes costs, expenses, and fees, whether known or unknown by the City as of the Effective Date. “Past Costs” also includes Remedial Action costs, internal administrative costs, overhead, Ecology oversight costs, remedial investigation costs, feasibility study costs, and any other costs related to investigating, removing, and/or remediating Hazardous Substances related in any way to former dry-cleaning operations on the Kenmore Plaza Property as of the Effective Date.

1.15 “Post Office Property” means the real property located at 6700 NE 181st, Kenmore, Washington, King County Parcel No. 6181700-350.

1.16 “Remedial Action” shall be defined as set forth in MTCA.

1.17 “Wesley Boyd” means Wesley Boyd, and his insurers, successors, assigns, agents, heirs, personal representatives, and executors. “Wesley Boyd, individually,” shall mean only the individual with the name Wesley Boyd.

2. RECITALS

2.1 Wesley Boyd, individually, has conducted subsurface investigation activities to assess the nature and extent of tetrachloroethene (“PCE”) and its associated degradation products in soil, soil vapor, and groundwater, at the Kenmore Plaza Property and certain properties in the vicinity of the Kenmore Plaza Property. In addition to conducting the initial subsurface investigation that resulted in the discovery of the environmental impacts on the Kenmore Plaza Property, Kenmore Plaza, LLC has granted access to Wesley Boyd to the Kenmore Plaza Property for further subsurface investigation activities.

2.2 The City alleges that it incurred certain consulting costs and attorneys’ fees in connection with contamination discovered on the City Properties, which contamination the City alleges resulted from a release or releases of Hazardous Substances in connection with former dry-cleaning operations on the Kenmore Plaza Property. The City alleges further that the costs it has incurred are “remedial action costs” as that term is defined under MTCA, RCW 70.105D.080. Wesley Boyd, Myrtle Boyd, and Kenmore Plaza deny that they have a duty to

reimburse the City for those alleged consulting costs and attorneys' fees, and deny that those costs and fees constitute "remedial action costs" under MTCA.

2.3 The City wishes to resolve certain disputes existing between the City and Wesley Boyd, Myrtle Boyd, and Kenmore Plaza, and Wesley Boyd, Myrtle Boyd, and Kenmore Plaza wish to resolve certain disputes existing between the City and them, with no admission of liability or responsibility, in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree to the covenants and conditions as specifically set forth below:

3. Payment

3.1 Within 30 days of the Effective Date, Wesley Boyd, individually, agrees to make a one-time payment, on behalf of Wesley Boyd, Myrtle Boyd, and Kenmore Plaza, by check to the City in the amount of **\$54,000** which amount constitutes the cumulative total of Past Costs as defined above. The check shall be made payable to "City of Kenmore," and delivered to:

Attn: Finance Department
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

4. No Further Action Opinion Letter ("NFA")

4.1 Wesley Boyd, individually, will use commercially reasonable efforts to obtain a NFA opinion letter from Ecology that relates to any Hazardous Substances on and/or under the Post Office Property that were released as a result of former dry-cleaning operations on the Kenmore Plaza Property. The aforesaid requirement for an NFA opinion letter may take the form of a site-wide NFA, or a property-specific NFA, but in no event shall the requirement be construed to obligate Wesley Boyd, individually, to obtain a Post Office Property-specific NFA before a Kenmore Plaza Property-specific or site-wide NFA is obtained. The City shall not have a right to select the contractors, subcontractors, and vendors that Wesley Boyd, individually, uses in connection with obtaining the NFA.

4.2 Nothing in Paragraph 4.1 shall obligate Wesley Boyd to obtain a NFA that relates to Hazardous Substances on and/or under the Post Office Property that were not released as a result of former dry-cleaning operations on the Kenmore Plaza Property. Solely for the purposes of this Paragraph 4.2, PCE discovered as of the Effective Date on and/or under the Post Office Property shall be deemed to have been released as a result of former dry-cleaning operations on the Kenmore Plaza Property. Nothing in this Agreement, however, constitutes an admission by any Party regarding the source of any Hazardous Substances at and/or under any real property.

4.3 Kenmore Plaza's only obligation to the City or other parties under this Agreement is to facilitate the granting of reasonable access to the Kenmore Plaza Property, if requested by Wesley Boyd and if necessary for Wesley Boyd to obtain the NFA referenced in this Section;

provided, however, that reasonable delays in granting access and imposing reasonable conditions to remove investigation-derived waste or remediation waste on a timely basis, accommodate any affected tenant's requested schedule for intrusive site activities, and minimize disruptions to parking or access to tenant spaces shall not be deemed to be a failure to provide access.

4.4 The City shall not be responsible for the cost of implementing any Remedial Action necessary to fulfill the requirements under Paragraph 4.1 above (including any soil and groundwater removal and/or other cleanup, handling, characterization, trucking, and disposal; design, installation, and maintenance of any soil and/or groundwater treatment system; design, installation, and maintenance of groundwater compliance monitoring wells; required compliance monitoring; contractor and subcontractor costs; and Ecology oversight costs).

4.5 The obligations of Wesley Boyd, individually, in Paragraph 4.1 are contingent upon the City cooperating with Wesley Boyd and his contractors, subcontractors, and vendors regarding access to the City Properties and to real property that is not owned by the City as of the Effective Date that is reasonably necessary to implement any Remedial Action required to obtain the NFA referenced in Paragraph 4.1. Reasonable delays shall not be deemed to be a failure to provide access.

4.6 The City shall be solely responsible for any and all costs, fees, and expenses incurred by the City, or on its behalf, including by its contractors, subcontractors, vendors, attorneys, and agents, to oversee, monitor, assess, comment on, and/or review past, present, and future investigation, removal, cleanup, remedial investigation, feasibility study, Remedial Action activities, by or on behalf of, Wesley Boyd, Myrtle Boyd, and Kenmore Plaza, or any of them, that relate to Hazardous Substances released in connection with the former dry cleaning operations on the Kenmore Plaza Property.

4.7 Wesley Boyd agrees to provide the City with copies of all formal reports and correspondence in advance of submittal to Ecology to allow the City reasonable time and opportunity to comment on such submittals. Wesley Boyd agrees to consider the City's comments in good faith; provided, however, that Wesley Boyd shall in no event be obligated to accept and incorporate comments provided by the City into such Ecology submittals.

5. Releases

5.1 On receipt of payment of Past Costs as set forth under Paragraph 3.1 above, the City releases Wesley Boyd, Kenmore Plaza, and Myrtle Boyd from all Claims for and related to Past Costs.

5.2 Effective on the date of Ecology's issuance of the site-wide NFA referenced in Paragraph 4.1 (the "**NFA Date**"), the City releases Wesley Boyd, Kenmore Plaza, and Myrtle Boyd, from all Claims existing and/or that have arisen as of the NFA Date, and are related in any way to, or arising out of, the former dry-cleaning operations on the Kenmore Plaza Property. The City expressly reserves all Claims arising after the NFA Date.

6. Confidentiality

6.1 Except as necessary to distribute information to the City Council, or in accordance with the City's standard procedures for distributing City Council information, or as needed to administer and enforce the terms and conditions of this Agreement, no Party shall affirmatively publicize the fact or terms of this Agreement. The Parties recognize that the City is subject to legal obligations, including under the Washington Public Disclosure Act, and that the City will respond to any inquiries in a manner consistent with such legal obligations.

6.2 If disclosure of this Agreement is contemplated by a Party, then that Party shall provide written notice to the other Parties of the intent to disclose at least thirty (30) days prior to the disclosure, or as soon as reasonably practicable, if disclosure is required to be made within thirty (30) days, setting forth all information that it proposes to disclose, the identity of each person to whom the information will be disclosed, and the circumstances pursuant to which the disclosure is proposed to be made.

7. Notice

7.1 Any notice regarding subject matter covered under this Agreement shall be given to:

For Wesley Boyd: Jeffrey Grant
Skellenger Bender PS
1301 5th Ave Ste. 3401
Seattle, WA 98101-2630
jgrant@skellengerbender.com
(206) 623-6501

With a copy to: Nicholas A. Nardi
Forsberg & Umlauf, P.S.
Suite 1400
901 Fifth Avenue
Seattle, WA 98164
nnardi@foum.law
(206) 869-8500

For Kenmore Plaza: Kim Maree Johannessen
Johannessen & Associates, P.S.
5413 Meridian Avenue N, Suite B
Seattle, WA 98103-6166
kmj@johanassoc.com
(206) 632-2000

For the City: Rob Karlinsey
City of Kenmore City Hall

18120 68th Ave NE
Kenmore WA 98028
(425) 984-6170

With a copy to:

William F. Joyce
Joyce Ziker Parkinson, PLLC
1601 Fifth Avenue, Suite 2040
Seattle, WA 98101
(206) 957-5951
wjoyce@jzplaw.com

Any Party may change its authorized representative(s) upon written notice to the other Parties.

8. Reservation of Rights; Warranties

8.1 The Parties reserve any Claims, and defenses to those Claims, that are not expressly released in this Agreement.

8.2 Except to the extent of the payment required by Paragraph 3.1 of this Agreement, nothing in this Agreement obligates Wesley Boyd, Kenmore Plaza, and Myrtle Boyd to pay any fees, costs, expenses, damages, and/or liabilities incurred by, or on behalf of the City, including by the City's contractors, subcontractors, vendors, attorneys, and/or agents.

8.3 Nothing in this Agreement creates liability on the part of Wesley Boyd, Kenmore Plaza, and Myrtle Boyd regarding any Claims asserted by or against third parties or against the City by third parties, related in way to, or arising out of, Hazardous Substances.

8.4 Nothing in this Agreement shall constitute, or be used as evidence of, an admission of liability, law, or fact.

8.5 Nothing in this Agreement shall operate as a waiver, release, or otherwise affect in any way, any right, claim, defense, interest, or cause of action that any Party to this Agreement may have with respect to any other person or entity who is not a signatory to this Agreement.

8.6 Nothing in this Agreement shall operate or is intended by Wesley Boyd, Myrtle Boyd, or Kenmore Plaza, as a waiver, release, modification, amendment, or to otherwise affect or alter in any way, any right, obligation, claim, defense, interest, or cause of action that Wesley Boyd, Myrtle Boyd, or Kenmore Plaza may have under the Settlement Agreement entered into by them on October 1, 2001.

8.7 None of the terms of this Agreement, nor any aspect of its negotiation or performance, shall be used in any manner by any Person in any future action or proceeding as evidence of the rights, duties, and obligations of the City, Kenmore Plaza, Wesley Boyd, and Myrtle Boyd, except that this restriction shall not apply to any action or other proceeding in which the effect of this Agreement is at issue.

SETTLEMENT AGREEMENT

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8.8 The City warrants that, as of the Effective Date, it has not assigned to any Person any Claim relating to and/or arising out of the Past Costs.

8.9 The Parties warrant that they have taken all necessary internal actions to duly approve the making and performance of this Agreement, and that no future internal approval is necessary.

8.10 The Parties acknowledge that this Agreement is reasonable, and that all terms of this Agreement are supported by good, valid, and legally sufficient consideration so as to make this Agreement binding and valid.

9. Miscellaneous

9.1 Binding on Successors and Assigns. This Agreement shall be binding on the successors, assigns, heirs, personal representatives, and executors of the Parties, and shall inure to the benefit of the Parties and their successors, assigns, heirs, personal representatives, and executors.

9.2 No Assignment. None of the Parties shall assign this Agreement without first obtaining the written consent of all other Parties; provided, however, that this Paragraph shall not prohibit an assignment by a Party made by merger, consolidation, or operation of law, or to a Person who succeeds to all or substantially all of the assets of the assignor.

9.3 Entire Agreement; Construction; Modifications. Subject to the provisions of Paragraph 8.6 above, this Agreement contains the entire understanding of the Parties with respect to the specific rights and obligations as between the City and Wesley Boyd, Myrtle Boyd, and Kenmore Plaza as set forth in this Agreement, and no statement, promise, or inducement made by any Party that is not set forth in this Agreement shall be valid or binding for purposes of, or used in, the construction of the terms of this specific Agreement. This Agreement is a product of negotiations between the Parties and has been jointly drafted and approved by each Party. For these reasons, no provision of this Agreement shall be interpreted or construed against a Party for the reason that said Party proffered or drafted the language at issue. Any change, amendment, or alteration to this Agreement must be in writing and signed by all Parties to be effective. Except as provided in Paragraph 9.1, this Agreement is not intended for the benefit of any third party and is not enforceable by any third party, including federal, state, and local regulatory agencies.

9.4 Relationship of the Parties. Nothing in this Agreement shall be deemed to create a partnership or joint venture and/or principal and agent relationship between the Parties. No Party or authorized representative shall have authority to act as a general agent for the other Party or to bid for or undertake any contracts enforceable against the other Party. This Agreement is not a policy of insurance.

9.5 Choice of Law; Venue; Enforcement. This Agreement shall be interpreted and enforced under the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in King County, Washington.

9.6 No Waiver. The waiver of any breach of any term of this Agreement does not waive any other breach of that term or any other term.

9.7 Headings. The headings used in this Agreement have been inserted for convenience only, and shall not affect the construction of this Agreement.

9.8 Authority to Execute. Each person executing this Agreement represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the Party he or she represents.

9.9 Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed to be an original and of equal force and effect.

9.10 Effective Date. This Agreement shall become effective as of the date of the last signature below (the “**Effective Date**”).

9.11 Severability. If any provision in this Agreement is adjudicated to be unenforceable, void, or voidable, for any reason, that provision will be severed from the balance of the Agreement, and the validity and enforceability of the remainder of the Agreement shall in no way be affected or impaired, unless the severed portion was material to the purpose of the Agreement.

9.12 The City agrees that it will bear its own attorneys’ fees (in-house and outside counsel), costs, and expenses arising out of, or connected with, the negotiation, drafting, and execution of this Agreement. The City is not liable for the attorneys’ fees (corporate, in-house and outside counsel), costs, and expenses incurred by the other Parties arising out of, or connected with, the negotiation, drafting, and execution of this Agreement.

(continued on next page)

IN WITNESS WHEREOF, this Agreement has been executed as set forth below.

CITY OF KENMORE

By: _____ Date: _____

Printed Name: _____

Title: _____

WESLEY BOYD

By: _____ Date: _____

Printed Name: _____

Title: _____

KENMORE PLAZA, LLC

By: _____ Date: _____

Printed Name: _____

Title: _____



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

Subject/Topic: Approve Contract No. 16-C1605, an Interlocal Agreement with the Port of Seattle for Economic Development Partnership Program Grant Funded Projects	For Council Meeting Agenda of: 12 September 2016 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: <i>NKO 1 SEPT 2016</i> Approved by City Attorney: <i>RK / email</i> Approved by Finance Director: <i>pre 9/11/16</i> Approved by City Manager: <i>RK</i>
Proposed Council Action/Motion: Approve Contract No. 16-C1605	Exhibits/Attachments: 1. Contract No. 16-C1605 2. Resolution No. 16-286
Expenditure Required \$10,750 match (including staff resources) Amount Budgeted \$0 Appropriation Required \$10,750	
<u>INFORMATION/BACKGROUND:</u> The Port of Seattle established a new Economic Development Partnership Program in 2016 to support economic development initiatives in 38 King County cities that further the Port's priorities for regional economic vitality. The Port is investing grant funds distributed on a per capita basis to each city, with a required 50% match from the city. Kenmore is receiving \$21,500 in grant funds, with a City match of \$10,750. Following the adoption of Resolution No. 16-286 by the Kenmore City Council authorizing the City Manager to apply for the grant, the City submitted a grant application that proposed using the funds for business development seminars and updated professional photography for recreation/tourism marketing materials. The Port of Seattle Commission approved the proposal on August 23, 2016. The proposed contract outlines the expectations for completing and funding the work supported by the grant funds, and has been approved by the City Attorney. All work related to the grant will be completed by May 30, 2017.	
<u>FISCAL CONSIDERATION:</u> The matching resources required by the grant program can be funded from available resources.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Continue to implement the Economic Development Strategy, with an emphasis on: 1) Promoting the image of Kenmore 3) Support existing businesses	

**ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT
BETWEEN
THE PORT OF SEATTLE AND THE CITY OF KENMORE
Contract No. S-00318776
City of Kenmore Contract No. 16-C1605**

This Economic Development Partnership Agreement (the “Agreement”) is made and entered into as of September , 2016, by and between the Port of Seattle (the “Port”) and the City of Kenmore (“City”), both municipal corporations of the State of Washington (each, a “Party” or, collectively, the “Parties”).

RECITALS

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the “Program”), to advance the Port’s Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and cities in the State of Washington have very limited economic development tools; and

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

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will contribute Program funds to the City in the amount set forth on Section 2, solely for the purpose of assisting the City in carrying out the local initiative and deliverables described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.
2. Responsibilities of the Port. The Port shall contribute Twenty-One Thousand Five Hundred and No/100 Dollars (the "Grant Fund Amount") to assist the City in funding the Project. The Port shall disburse the Grant Fund Amount to the City on a monthly basis and no later than thirty (30) days after receipt of an invoice detailing those Project deliverables completed in accordance with Exhibit A. Subject to the requirements of this Section and of Section 18 (where applicable), the Port shall make the final payment of the Grant Fund Amount to the City by no later than June 30, 2017, or receipt of the final report, whichever occurs later.
3. Responsibilities of the City.
 - 3.1 The City shall contribute Ten Thousand Seven Hundred-Fifty and No/100 Dollars (\$10,750.00) towards the Project, an amount that is equivalent to at least fifty percent (50%) of the Grant Fund Amount (the "City Match").
 - 3.2 The City may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Fund Amount to any of the City's contractors or subcontractors.
 - 3.3 The City shall complete the Project deliverables set forth in Exhibit A by no later than May 31, 2017.
4. Term. This Agreement shall become effective as of the date first set forth above, and shall terminate on May 31, 2017, unless earlier terminated under another provision of this Agreement.
5. Termination for Convenience. Either party may terminate this Agreement at any time for any reason, by giving the other party thirty (30) days' written notice. In the event the Port terminates this Agreement and the City has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the City a percentage of the Grant Fund Amount that is proportional to the City's completed portion of the Project.

6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the City, the Port shall be entitled, by written or oral notice to the City, to terminate Agreement for breach of any of the terms and to have all other rights against the City by reason of the City's breach as provided by law.

7. Waiver. Failure at any time of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of either Party to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties

8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

9. Indemnification and Hold Harmless Agreement. The City shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the extent that this Agreement is construed to be relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the City, its agents, or its employees, it is expressly agreed that the City's obligations of indemnity under this paragraph shall be effective only to the extent of the City's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the City to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the City, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the City, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and

understood by the Parties hereto that the City expressly waives any immunity the City might have had under such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The City shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

10. Comply with All Laws. The Parties shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the City and the Port.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the City and the Port.

15. Notices. Notices to the Port shall be sent to the following address:

Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98121

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

City of Kenmore
City Manager
P O Box 82607
Kenmore, WA 98028

16. Audits and Retention of Records. The City shall retain and make all books, records and documents (the "Records") relating to the performance of

this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the City shall retain such Records until the later of (a) resolution or completion of litigation, claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The signatories below or their authorized delegates shall use good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

PORT OF SEATTLE

		MORE

By: Tim Jayne

By: Rob Karlinsey

Sr. Manager, Purchasing

City Manager

<i>Signature</i>			

Dated

Dated

EXHIBIT A - SCOPE OF WORK/SPECIFIC REQUIREMENTS**1. Scope of Work:**

- a. Provide two (2) training series of six (6) sessions each plus individual consultation for 10-20 targeted businesses by April 30, 2017.
- b. Promote and provide Kenmore Business Incubator resources.
- c. Promote office development and capacity in Kenmore.
- d. Produce Effective Tourism and Recreation Marketing Products by hardcopy and electronic format marketing material that complements the recently completed general marketing material.
- e. Update stock photo library with high quality professional images that can be used in outreach and marketing campaigns to be completed by May 31, 2017.
- f. Build on assets such as Bastyr University, Kenmore Air, Saint Edward State Park, Lakepointe and Kenmore's emerging Brew District.
- g. Highlight successes such as Kenmore Village/Downtown redevelopment.
- h. Upon completion of the agreed upon project, a written report to the Port must be submitted within 45 days following the end of an event or project completion but, in no event a final report is May 31, 2017.
- i. The Port may request periodic project updates.

2. Definition and restatement of how funds are to be used.

Category:	Port of Seattle Funds:	Matching Funds:	Total Funds:
<i>2 Business Training Series and Consultation: consultant; guest speakers; facility; staff support and marketing</i>	\$15,000	\$5,000 (including client fees @\$100 for course materials)	\$20,000
<i>Marketing Consultant / tourism material development</i>	\$1,000	\$1,000	\$2,000
<i>Professional Photography</i>	\$5,500	\$2,000	\$7,500
<i>Printing, Electronic Media Production</i>	\$0.00	\$2,750	\$2,750
<i>Total</i>	\$21,500	\$10,750	\$32,250

Any funds obtained from the Port for economic development and tourism activities are to be used specifically for projects that create jobs, foster business growth, and support the Port's business interests, advertising, promotion, marketing, or attendance at travel trade shows that have the potential to generate incremental visitor expenditures and/or increase visitors to the City of Kenmore and the surrounding area..

3. Access and Process for obtaining funds.

The Port may require appropriate documentation to validate participation in the activity, advertising placement, or a specific project that will be initiated prior to approval of payment.

4. Port Approval and Recognition:

- a. All projects must utilize and identify the Port as a partner or sponsor. Prior to implementation, the Port requires a review of the proposed placement of the Port logo on advertising, promotion materials, booth displays, online, digital or printed materials.
- b. Prior to specific advertising execution or implementation, the Port will review and approve the advertising placement and schedule.

6. The Agreement and Final Report:

TASK	DESCRIPTION	SCHEDULE
Task 1	Execute Agreement	No later than September 30,2016
Task 2	Execution of Agreement by Port	No later than September 30,2016
Task 3	Provide final Invoice	No later than 5/31/2017
Task 4	Final Report and Accounting: 1. Provide a copy of business training content and names of participating companies. 2. Provide copies of marketing materials developed. 3. Provide a report on photo updates and how they will be used/disseminated. 4. Provide copies of any media or press coverage related to project activities. 5. Provide a detailed accounting of the monies spent, including 50% matching funds.	No later than 5/31/2017 No later than 5/31/2017 No later than 5/31/2017

7. Miscellaneous:

No Port funds can be used to underwrite general or capital expenses associated with an event or program already in progress.

End of Exhibit A - Scope of Work/Specific Requirements

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 16-286**

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

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

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

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

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

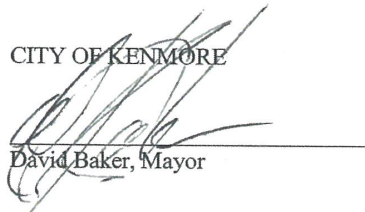
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

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

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

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

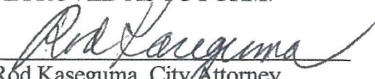
CITY OF KENMORE


David Baker, Mayor

ATTEST/AUTHENTICATED:


Patty Safrin, City Clerk

APPROVED AS TO FORM:


Rod Kaseguma, City Attorney

Subject/Topic: Authorization to Execute Contract 16-Cl604, the Tolt Pipeline Trail Agreement with Seattle Public Utilities Proposed Council Action/Motion: Motion authorizing the City Manager to execute Contract 16-Cl604	For Council Meeting Agenda of: 9/12/16 Department: Community Development Prepared by: Debbie Bent, Community Development Director <u>Initial & Date</u> Approved by Department Head: <u>[Signature] 8/31/16</u> Approved by City Attorney: _____ Approved by Finance Director: <u>[Signature] 8/31/16</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: Attachment 1: Contract 16-Cl604
Expenditure Required \$0 Amount Budgeted \$234,294 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> The Park Capital Improvement Program (CIP) includes a project to construct a trail on the City of Seattle property between 68th Ave NE and the asphalt sidewalk adjacent to the townhomes. This property contains two major waterlines (Tolt pipelines) maintained by Seattle Public Utilities on behalf of the City of Seattle. The agreement between the City and Seattle Public Utilities (Attachment #1) outlines the terms for allowing a trail and obligations for operation and maintenance. The term of the agreement is 20 years. The City of Seattle Council also needs to authorize execution of the agreement and the assumption is that this will be granted prior to year-end. Staff intends to finalize bid documents and proceed with the bid process in January with construction anticipated late Spring. <u>FISCAL CONSIDERATION:</u> The adopted Park CIP includes \$234,294 for design, permitting and construction.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Goal #6 To continue to implement a Parks Improvement and Financial Plan. Goal #2 to create a vibrant walkable downtown.	

Attachment 1**Contract 16-C1604****SEATTLE PUBLIC UTILITIES-CITY OF KENMORE
TOLT PIPELINE TRAIL PERMIT AGREEMENT**

This Trail Permit Agreement (hereinafter referred to as “**Agreement**”) is entered into by and between the CITY OF SEATTLE (hereinafter referred to as the “**City**”), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities department (hereinafter referred to as “**SPU**”), and the CITY OF KENMORE, a municipal corporation of the state of Washington (hereinafter referred to as “**Kenmore**”). SPU and Kenmore are referred to in this Agreement collectively as the “**Parties**,” and individually as a “**Party**.”

RECITALS

WHEREAS, The City of Seattle, acting by and through its Seattle Public Utilities Department, owns certain fee real property located in King County, commonly referred to as the “Tolt Pipeline Right of Way,” and

WHEREAS, SPU owns, operates and maintains two major water supply lines, known as the Tolt I and the Tolt II pipelines (“Transmission Pipelines”), located in the Tolt Pipeline Right of Way, for the primary purpose of water supply transmission ; and

WHEREAS, Kenmore has requested use of a portion of the Tolt Pipeline Right of Way as described in Section 1.1 of this Agreement (“the Property”) to build and operate a public trail; and

WHEREAS, Kenmore acknowledges that the primary purpose of the Property is for the transmission and distribution of a public water supply system; and

WHEREAS, at the time of execution of this Agreement, SPU has no current plans to construct, install, replace or expand utility facilities in or on the Property within the next five years; and

WHEREAS, at the time of execution of this Agreement, SPU’s routine maintenance of the Property typically does not require use of heavy machinery between 68th AVE NE and 71st AVE NE; and

WHEREAS, SPU recognizes that Kenmore’s construction of a recreational trail is a public amenity and, as such, SPU wishes to cooperate with Kenmore by providing use of its property for the trail, and consideration of the trail use in its work in or on the Property; and

WHEREAS, SPU is willing to grant Kenmore limited permission and privilege to use the Property for recreational trail purposes, subject to the terms and conditions of this Agreement, and

WHEREAS, the City has previously granted to Kenmore an access easement across a portion of the Tolt Pipeline Right of Way for road access across the Property (hereinafter “the Easement”), by authorization of Ordinance 120749 and by recording, King County Record No. 20030108000286. While Kenmore has not or is not currently exercising its rights under the Easement, both parties intend and understand that Kenmore’s new request to build and operate a public trail over the Property, and any City permission herein this Agreement does not interfere with the Easement, and Kenmore agrees to close a trail on the Property in accordance with terms of this agreement prior to exercising the Easement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged by both Parties, the Parties agree as follows:

TERMS AND CONDITIONS

1. Permitted Use.

1.1 Grant. The City hereby grants to Kenmore limited and nonexclusive permission to use the below described real property (hereinafter "Trail Area" or "the Property") to access, construct, operate, and maintain for the public, a public Recreational Trail:

A. A portion of the City of Seattle's fee owned property commonly referred to as the Tolt Pipeline Right of Way, between 68th Avenue NE and 73rd Avenue NE, in the City of Kenmore, in King County, Washington, which portion of the Tolt Pipeline Right of Way is more particularly described and depicted on **Exhibit A** (Exhibit A depicts both the Tolt Pipeline Right of Way and the portion of the property for which Seattle is granting permission to Kenmore to construct a public recreational trail)

1.2 Permitted Use. The City grants to Kenmore limited permission to use the Property for the construction, operation, maintenance and inspection of a publicly accessible Recreational Trail. While Kenmore maintains an existing right to use the Property under the Easement, both parties agree that nothing herein this Agreement conflicts or interferes with Kenmore's rights under the Easement. Both parties further agree that if Kenmore exercises its right to build a road on the Property as described under the Easement then the City's limited permission to Kenmore for Trail use on the Property shall terminate and Kenmore shall close the Trail prior to building a road in accordance with Sections 6.1 and 6.2 of this Agreement.

A. "Recreational Trail" or "Trail" means unimproved or improved pathways on portions of the Property that are made available for use by the public, free of charge, which shall include pedestrians, bicycles, domestic pets, equestrians, cross-country skiers, non-motorized wheeled recreational equipment, and motorized wheelchairs or other specialized equipment that accommodates use by disabled users. Recreational Trail shall not mean any informal trails connecting to the Property that were (or in the future shall be) constructed by private entities without SPU's express written approval.

B. Kenmore will not schedule any special event, such as a marathon, bike-a-thon, or any other event *likely to result* in increased numbers of people using any Recreational Trail without obtaining SPU's prior written permission. The permitted use does not give Kenmore the right to issue exclusive use permits to any third party, and Kenmore shall not issue third party permits for the use of the Property without written permission from SPU.

1.3 Non-exclusive Use. Kenmore's right under this Agreement to use the Property is non-exclusive and subject to SPU's right of discretionary revocation. SPU reserves the right to permit other entities or individuals to use any or all portions of the Property, including the right to permit other utilities to use any portion of the Property for the benefit of SPU or pursuant to law, orders, or requirements of any government entity with authority to make such orders. SPU will consider Kenmore's existing use of the Property for a public recreational trail as SPU decides whether to permit other uses of the Property. SPU will endeavor to provide at least sixty (60) days' notice to Kenmore prior to permitting other entities or individuals to use all or portions of the Property that may significantly affect the operation of the Recreational Trail. Except in case of emergency, SPU will make reasonable efforts to notify Kenmore about SPU's repair or maintenance activities on the Property if the activities will significantly

impact Recreational Trail use for more than twenty-four hours. Kenmore will acquire no rights or interest in or to the Property under this Agreement.

- 1.4 Use by Motorized Vehicles. Except for motorized wheelchairs or other specialized equipment that accommodates use by disabled users, the use of motorized vehicles on the Property is only allowed under this Agreement as necessary for the construction, maintenance, operation, inspection, rehabilitation or repair of Recreational Trail facilities, and for providing police, security, fire and emergency services. This section 1.4 does not apply to SPU's use of motorized vehicles on the Property.
- 1.5 No Interference. If the Director of SPU or his or her designee determines that Kenmore's use of the Property for a Recreational Trail unreasonably interferes with SPU's or the City's use or enjoyment of the Property, or any adjoining City of Seattle properties, for water, utility or any other City purpose, including the sale of any portion of the Property or the sale of any adjoining City properties, Kenmore will reduce or eliminate the interference at Kenmore's sole cost and expense within thirty (30) days after written notice from the Director.

2. Effective Date; Term; Extensions.

- 2.1 Effective Date. This Agreement will be effective on the date last signed by an authorized representative of each Party following authorization by the Seattle City Council and the Kenmore City Council ("Effective Date").
- 2.2 Term. The term of this Agreement shall be twenty (20) years from the Effective Date unless extended or terminated pursuant to the terms herein.
- 2.3 Extensions. At least one year prior to the expiration date of the term of this Agreement and one year prior to the expiration of any extended term, at its option Kenmore may request an extension of this Agreement. If the Director or his or her designee determines that continued use by Kenmore is in the best interest of SPU, then the Director or his or her designee may extend this Agreement for one or more terms of such duration as the Director may determine, including potentially extending the agreement for another 20 year term, on the same terms and conditions herein, provided that the total of all terms and extensions shall not exceed forty years without further action by Seattle City Council.

3. Construction of Recreational Trails.

- 3.1 General Obligation Regarding Construction. Kenmore will be solely responsible for construction of Recreational Trail or Trail related improvements on the Property; however, Kenmore will work closely with SPU to make sure any new construction or improvements are completed in compliance with SPU needs, preferences, internal standards and operational requirements. Kenmore will not install pavement, new gravel, landscaping, buildings or structures of any kind in or on the Property without prior written consent from the Director of SPU, which may be conditioned in his or her discretion and will be subject to the requirements stated below. Replacing gravel on existing gravel pathways or roads as part of routine maintenance is addressed in Section 4.1.
- 3.2 Plan Review and Approval. Kenmore will not request construction bids or undertake any construction or installation of any modifications or improvements upon the Property without SPU's prior written approval, which shall include SPU's approval of all plans and specifications, including landscaping elements. Kenmore will submit plans and specifications at 30%, 90% and 100% in the design development process, and more often if Kenmore

chooses to do so. SPU will have 30 calendar days to review submitted plans and specifications and submit comments or request additional information, which Kenmore will provide in a timely manner.

- 3.3 Minimum Plan Requirements. At a minimum, the plans and specifications will specifically address the management of construction impacts on site, including but not limited to stockpiling of materials, equipment storage, erosion and sediment control, disposition of dewatering and wastewater discharges, safety barriers, temporary access detours and/or closures, signing, and similar matters. The plans and specifications will also specifically address the protection of the SPU transmission pipelines and other City facilities, both from construction impacts as well as any permanent weight load or other impacts deriving from any constructed Recreational Trail or improvements.
- 3.4 Construction. Kenmore, its officers, employees, agents, representatives, volunteers, and contractors, will perform all work on the Property in accordance with plans and specifications approved by SPU. Kenmore will install barriers, signage and any other appropriate device or infrastructure necessary to prohibit the public from entering the Property at Recreational Trail areas where construction or improvements are occurring and will leave such measures in place until after SPU inspects the Trail upon completion and determines the construction conforms to the plans, specifications, and SPU preferences, needs, internal standards and operational requirements. Kenmore agrees not to open the Trail for public use until SPU inspects the Trail to determine whether construction conforms to the plans, specifications, and Operational Requirements. Kenmore will give SPU reasonable prior notice of all pre-construction and construction meetings and of the commencement of construction, so that SPU has the option of attending such meetings and inspecting the Property during construction. During construction, Kenmore will submit any change orders that substantively address design or operational modifications to SPU for its review and approval prior to any work on such change orders proceeding. SPU will have 5 working days to either respond with comments, or if the issue requires coordination, to request additional time to review the impacts of the proposed change order. SPU will make reasonable efforts to perform timely review and coordination in order to minimize construction delays. Kenmore and its contractors will abide by state, federal and local codes regarding work, construction, and structures in proximity to water supply systems and will request and pay for safety watch(es) when required by City or other applicable codes or by SPU. Kenmore will complete all work within the Property in a neat and efficient manner. Kenmore will remove all debris and restore non-Recreational Trail portions of the Property affected by construction activities to their preconstruction condition, if possible, or to a reasonably similar condition. Kenmore agrees to provide line drawings of the Recreational Trail or improvements to SPU within sixty (60) days after completion of Trail work, and as-builts to SPU within six months. Kenmore will notify SPU thirty (30) days in advance of opening the Trail to the public.
- 3.5 Public Notice. Kenmore will be solely responsible for appropriately notifying adjacent property owners about planned construction activities and informing the public about plans to develop or open Recreational Trails. Kenmore will be the primary point of contact for the public for all Recreational Trail related construction; however, Kenmore will provide SPU advance notice of public communications involving the Property and will provide SPU the opportunity to review and comment about written public notices and to participate in public meetings at SPU's discretion. Kenmore may satisfy the advance notice requirement by providing a brief summary of planned communications, including the dates, times and locations of public meetings, at least thirty (30) days prior to the communications and meetings taking place. SPU may request review of written communications products, and will have ten

(10) business days from receipt to provide comments. If SPU does not provide comments within ten (10) business days, SPU will have waived its right to comment.

- 3.6 Reimbursement of SPU Construction –Related Costs. Kenmore will complete all Recreational Trail construction and installation at its sole cost and expense. Kenmore will reimburse SPU for expenses associated with SPU’s review, approval and inspection of proposed and constructed Recreational Trail improvements in accordance with Section 5 of this Agreement.
- 3.7 Construction: Compliance with Law. Kenmore will complete all construction in compliance with all applicable federal, state, and local laws and regulations. SPU will not assume responsibility for or control over the working conditions and safety practices of employees, contractors, or subcontractors hired by Kenmore to perform any work on the Property, and nothing in this Agreement, including SPU’s plan review and approval, will be construed to place a duty, express or implied, on SPU to control or be responsible for such activities of Kenmore. Kenmore further acknowledges and agrees that SPU’s reviews and/or inspections of plans and construction of the Recreational Trails is for SPU’s internal requirements and purposes only, and will not be construed as any type of certification, warranty or other approval with respect to Kenmore’s compliance with any and all applicable federal, state and local laws, ordinances and building codes.

4. Recreational Trail Operation and Maintenance.

- 4.1 Maintenance. Kenmore will maintain the Trail and the Trail improvements, including drainage features installed as part of the Trail project, and will maintain the landscaping and grass in the entire width of the Tolt Pipeline Right-of-Way in which the Property is located, depicted in Exhibit A of this Agreement. This includes maintenance as set forth in this section and as outlined in the table below. Notwithstanding the above, SPU retains the right to perform additional or different maintenance on the Property to the extent required for utility or other purposes. With SPU’s prior written approval, Kenmore may perform different or additional maintenance on the Property as it deems appropriate for the recreational nature of the Property, provided that Kenmore does not interfere with SPU’s operations, or undermine or damage SPU’s facilities. During the term of this Agreement, at the SPU Director’s discretion, the Parties may agree in writing to change the maintenance responsibilities outlined in the table below. Kenmore will be the point of contact for Trail Area maintenance, requests, and Trail-related complaints, and will provide SPU with a Kenmore contact for such requests. Kenmore will respond to Trail maintenance requests and complaints in a timely manner. All maintenance tasks in the table below shall be performed at the sole expense of Kenmore, except that Kenmore and SPU shall be responsible for their respective labor costs of performing the annual, joint inspection of the Trail area.

Task Description	<u>Responsible Agency</u>	
	SPU	Kenmore
Mow grass		X
Clear brush, fallen trees		X
Maintain posts and bollards		X
Maintain asphalt and ¼ inch minus gravel		X
Respond to Trail complaints and maintenance requests		X
Maintain signage per section 4.3 of Agreement		X
Joint SPU-Kenmore annual inspection of Trail Area	X	X

- 4.2 Surface Water Management. Kenmore will take all steps necessary to minimize erosion caused by surface water from the Recreational Trail or due to the use of the Property for a recreational Trail. If in the reasonable opinion of the Director of SPU, such erosion affects the earth cover within the Property and appurtenant facilities, the Director may close the affected areas of the Recreational Trail until, in the reasonable opinion of the Director of SPU, the cause and effect of the erosion have been remedied by Kenmore. This section shall not apply to informal trails connecting to the Property that were constructed by private entities without Kenmore's approval.
- 4.3 Signage. Kenmore will install Trail signage at the Property as follows:
- A. Prior to posting signage, Kenmore will obtain SPU's prior written approval of the design, content and location of the sign, which approval may be reasonably withheld or conditioned by SPU. Some signage will include Trail use rules.
 - B. Following the initial approval process, Kenmore may routinely repair or replace Trail signage so long as the appearance and content of the signs do not substantially or materially change and so long as the location of the sign does not change. SPU must approve any location changes for signs.
 - C. Trail signage installed at Trail access locations will contain a working Kenmore telephone contact number to report Trail requests and complaints. If the contact number changes, Kenmore will replace signage with the new contact telephone number within thirty (30) days.
 - D. Kenmore will pay for, supply, and install any additional signs that SPU deems necessary to identify adequately the Trail Area or to warn Recreational Trail users away from utility facilities.
 - F. At its sole cost and expense, Kenmore will maintain all signs in reasonably good condition and at a minimum will ensure that the signs are accurate and legible.
 - G. Kenmore will install SPU-approved signage prior to opening any portion of the Recreational Trail.
- 4.4 Access. SPU will at all times have free access to the Property. This access may include but not be limited to access for the installation, operation, maintenance and repair of SPU's facilities, for the patrolling of the Property or for any other purpose. Kenmore shall obtain SPU's written permission prior to installing such items as barriers, gates or bollards, and Kenmore will provide SPU the ability to have its own padlock or other locking devices on such structures. Kenmore shall use its own clearly labeled locks to access the property, and shall provide SPU with keys to such devices.
- 4.5 Temporary Trail Closures. Kenmore understands that SPU's operation, repair, maintenance, inspection, and construction of its water supply system facilities, as well as field training, acts of nature, and other activities, may, on occasion, require the temporary closure of the Recreational Trail area. SPU agrees to minimize the length of time of any closure and to provide as much notice as possible to Kenmore of impending closures, except in case of closures necessitated by an emergency in which case SPU will notify Kenmore as soon as reasonably possible under the circumstances. SPU may install gates, barriers, or other signage in the case of SPU required temporary closures. Kenmore will obtain SPU approval for

temporary Trail closures Kenmore deems necessary for maintenance or other purposes. Kenmore will be responsible for installing its own closure devices, including signage, in the case of Kenmore-required Trail closures.

- 4.6 Damage to Trails, Facilities, or the Property. SPU will continue to use the Property for utility purposes, including use by heavy trucks and machinery for utility construction, installation, operation, and maintenance. SPU will not be held liable for any claims or damage to Recreational Trail improvements, appurtenances, or landscaping constructed or placed in, under, across, or upon the Property. In the event of SPU damage to Trail improvements, SPU will backfill any trenches or excavations, but will not repair damaged improvements. SPU will notify Kenmore if SPU damages Trail improvements. This paragraph does not limit Kenmore's ability to seek damages from other users of the Property, including SPU's licensees or permittees. Kenmore will promptly notify SPU if it discovers any damage to the Property or utility facilities. If damage to the Property occurs because of Recreational Trail use, Kenmore will pay to repair or restore the Property or facilities to a good condition. SPU will determine in its discretion whether SPU will perform the repairs or restoration or whether it will require Kenmore to do so, subject to SPU pre-approval of such repairs or restoration, and the schedule for such activities.
- 4.7 Construction or Repair of Utility System Facilities. SPU will notify Kenmore at least thirty (30) days in advance of constructing new utility system facilities on portions of the Property in use as a Recreational Trail, except in cases of emergency, in which case SPU will endeavor to notify Kenmore as soon as possible. SPU will make a good faith effort to discuss the planned facilities with Kenmore, and to design facilities that accommodate the existing Recreational Trail without relocation; provided that SPU will not be required to compromise cost effectiveness, reliability, capacity, safety, other utility system requirements or any other requirements deemed necessary for its projected needs. Kenmore will reimburse SPU for costs and expenses SPU incurs as a result of accommodating an existing or contemplated Recreational Trail. These costs and expenses may include, but are not limited to, increased costs for design, construction, maintenance and operation incurred to accommodate a Trail or a Trail-related mitigation.
- 4.8 Joint SPU – Kenmore Meeting and Emergency Contacts. Kenmore and SPU shall meet annually to discuss Recreational Trail operation and maintenance, and any planned Trail or SPU improvements. Kenmore and SPU will provide each other with current emergency contact information, including a phone number for after-hours emergencies.

5. Reimbursement/Costs and Expenses.

Costs and Expenses. Kenmore shall timely reimburse SPU for all applicable reimbursements, costs and expenses that SPU incurs associated with the Recreational Trail.

- 5.1. SPU agrees to conduct its customary plan review, inspection and administrative activities related to the design, construction, maintenance, and operation of the Trail, at no charge to Kenmore, except as provided for below. Customary plan review includes up to 16 staff-hours, construction/operations inspections include up to 8 staff-hours per year, and administrative activities include up to 8 staff-hours per year.
- 5.2. Kenmore agrees to reimburse all extraordinary costs and expenses, over the customary costs described above, incurred by SPU, if any, related to the design, construction, maintenance, and operation of the Trail; and further agrees to pay all costs of maintenance, operation, repair, rehabilitation, relocation, and removal of the Trail, and any other fees (such as surface

water management), assessments, or mitigation that result directly from the construction, operation, rehabilitation, relocation, or removal of the Trail.

- 5.3 Kenmore agrees to reimburse SPU all of its actual costs incurred for any utility system alterations, performed at Kenmore's request to accommodate the construction, operation, or relocation of the Trail.
- 5.4 SPU will issue invoices for its costs and expenses that are reimbursable under this agreement, and Kenmore will make payment to SPU within sixty (60) calendar days of receiving the invoice.

6. Relocation, Removal, or Termination of a Trail.

- 6.1 Kenmore will pay all costs and expenses, whether incurred by Kenmore or SPU, associated with the relocation, termination, or removal of the Trail from any portion of the Property. If SPU determines that the Recreational Trail or portion of the Recreational Trail must be removed and relocated from the Property or terminated, SPU will send written notice to Kenmore. After receipt of written notice from SPU, Kenmore will immediately notify the public of the impending Trail relocation or closure. Unless otherwise provided in SPU's notice, Kenmore will have 180 calendar days to relocate or close the affected portion of the Property for public use. Kenmore will coordinate with SPU about appropriate closure activities, which may include placement of fences or barricades, installation of Trail signage regarding closure and detour, removal of Trail improvements, or other actions. If Kenmore fails to take immediate steps to close the Trail within 180 calendar days of receipt of SPU's notice (or by the time specified in the notice), SPU may take any steps it reasonably determines are necessary to close, remove, relocate or terminate any Recreational Trail; such steps taken by SPU shall be at the expense of Kenmore. Notwithstanding any written notice sent by SPU to Kenmore, or any actions taken by Kenmore to relocate, remove or terminate the Trail, SPU retains at all times its discretionary right to revoke the permission and permitted use authorized in this Agreement.
- 6.2 To date, Kenmore has not exercised its rights under the Easement to construct and maintain an access road over the Property. Both parties agree that the terms and conditions in this Agreement do not interfere with Kenmore's rights granted under the Easement, in any manner. Both parties further agree that if Kenmore exercises its rights, now or in the future, to build a road on the Property as described under the Easement, then the City's limited permission for Trail use over the Property set forth in this Agreement shall automatically terminate and Kenmore shall close the Trail prior to construction of the road and in accordance with Section 6.1, and comply with all other applicable terms and conditions of this Agreement.

7. Early Termination of Agreement.

This Agreement will terminate upon expiration of its term and any SPU-approved extensions as set forth in this Agreement, or as otherwise set forth below or herein this Agreement:

- 7.1 Kenmore Termination Right. Kenmore may terminate this agreement for default, breach, or nonperformance upon 90 days written notice to the City. Kenmore may terminate this Agreement upon six (6) months written notice to SPU for all other reasons. Upon any termination notice by Kenmore to the City, Kenmore will immediately take steps to advise the public of the impending closure of the Recreational Trails, and by the termination date, will

install signs, fences, and/or barricades to close the Trail and establish a new route for the Trail off the Property, and adhering to all other applicable terms and conditions in the Agreement.

- 7.2 City Termination Right. At all times under this Agreement, the Director of SPU may terminate this Agreement for utility or discretionary purposes, which shall include without limitation, a change, modification, or expansion of utility system facilities, operations, or maintenance procedures, a regulatory requirement, a future need by the City of Seattle for the use of the Property or a portion thereof, an increased risk to public safety or potential liability to the City of Seattle and/or SPU, or a breach of this Agreement. In the event of termination by SPU, SPU will provide Kenmore with advance notice of 90 days or within a period that SPU determines is reasonable under the circumstances.

8. **Restoration of Property upon Termination or Expiration.**

Upon the termination or expiration of this Agreement or extensions thereof, or upon termination of the use of any portion of the Property for Recreational Trail purposes, Kenmore will remove all Recreational Trail related improvements, including but not limited to signs, structures, paving and Kenmore property in the portion terminated, unless otherwise directed by SPU. SPU and Kenmore will coordinate such activities beginning six (6) months prior to the expiration of this Agreement, or extensions thereof, or beginning upon receipt of notice of termination. Kenmore will pay all costs and expenses associated with the termination of the Recreational Trail use and the removal of any Trail improvements from any portion of the Property. If Kenmore fails to perform these obligations within one hundred eighty (180) days of the termination or expiration of the Agreement, SPU may perform them, and Kenmore will reimburse SPU's actual costs incurred in performing these obligations within thirty (30) days of receipt of invoice(s) from SPU. Kenmore's obligation to reimburse SPU will survive the termination of this Agreement.

9. **Compliance with Law.**

At all times, Kenmore's use and operation of the Property will comply with all applicable federal, state, and local laws, ordinances, codes, rules and regulations, including but not limited to laws prohibiting discrimination and Health and Safety Laws and Environmental Laws.

As used in this Agreement, "Health and Safety Law" means any applicable requirement of the Hazardous Waste Operations and Emergency Response (HAZWOPER) Program, codified at WAC 296-62-300 et seq., and any other applicable requirements under federal, state and local environment, health and safety laws, and regulations or ordinances.

"Environmental Laws" means any and all federal, state, or local statutes, codes, regulations, orders, and requirements issued thereunder, and common-law causes of action, whether federal, state or local, that apply to any toxic material or hazardous substance, pollutant, waste material, health and safety of persons or protection of the environment, including any amendments or supplements to such laws or regulations, including, but not limited to: the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Federal Water Pollution Control Act, 49 U.S.C. § 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 U.S.C. § 9601 et seq., the Washington Model Toxics Control Act (MTCA), RCW Ch. 70.105D, the Washington Hazardous Waste Management Act, RCW Ch. 70.105, the Washington Shoreline Management Act, RCW Ch. 90.58, and all local environmental codes and regulations including without limitation, storm water, drainage and wastewater, and sewer regulations and requirements.

10. Prohibited Substances.

- 10.1 No Prohibited Substances without SPU Approval. Kenmore understands and agrees that any hazardous, dangerous or toxic material, waste or substance, or other pollutant or contaminant, regulated under federal, state or local law, or any substance prohibited by SPU from discharge into a public drainage control system or into a public sewer system, drain, ditch or natural watercourse according to federal, state and local laws, as hereafter amended or supplemented (“**Prohibited Substances**”), are not allowed in or around the Property or any other City facilities without the express written permission of SPU. Petroleum products routinely used to operate motorized vehicles used by Kenmore in or around the Property will not be in violation of this Section so long as the use is consistent with Section 1.4 and Kenmore takes reasonable precautions to prevent leaking and spills.
- 10.2 Prior Approval. Prior approval may be obtained for bringing Prohibited Substances onto the Property for use during construction through the construction approval process. Prior approval may also be obtained for the use of petroleum products for emergency generation of electrical power during periods of outage. Kenmore will obtain SPU’s approval prior to initiating any other process requiring the use, handling or storage of Prohibited Substances on the Property or adjacent to any other City facilities. SPU may consider approving the specific use or activity, but only after Kenmore demonstrates to the satisfaction of SPU that Kenmore has all necessary permits, if any, for operation and a Prohibited Substances emergency response plan. Kenmore will be solely responsible for the use, handling and storage of any Prohibited Substance in compliance with all applicable law, and SPU’s approval of such use, handling or storage will not be construed as limiting Kenmore’s liability for a release of a Prohibited Substance, or as creating liability on the part of the City of Seattle.
- 10.3. Environmental Audits. Kenmore agrees to cooperate in any environmental audits, conducted by SPU's staff or independent third parties, specifically related to Kenmore's use or storage of Prohibited Substances on the Property. Kenmore agrees to reimburse SPU for the cost of such audits. Kenmore agrees to provide SPU with notice of every governmental inspection of the Property or any other affected City facilities on or within the Property, notice of violation, and order to clean up contamination, within five (5) days after receipt thereof by Kenmore. Kenmore agrees to permit SPU to participate in all settlement or abatement discussions. In the event Kenmore fails to take remedial measures, as required by any final administrative or judicial order, decrees, or other legal instrument signed by a state, federal, or local regulatory agency within the time specified by such order, decree or instrument, SPU may elect to perform such work, and Kenmore covenants and agrees to reimburse SPU for all costs associated with SPU's work.

11. Release, Indemnification, and Hold Harmless.

- 11.1 Release and Indemnification. Kenmore releases and will defend, indemnify and hold harmless the City of Seattle, its directors, officers, elected officials, employees, agents, volunteers and assigns (collectively referred to as the “**Indemnitees**”) from and against any and all Claims arising out of or in connection with Kenmore’s occupancy, use or improvement of the Property, or that of any of its employees, agents, contractors, licensees, officers, guests, volunteers or invitees, or the use of the Property by the general public, including but not limited to Claims arising from Kenmore's breach of its obligations hereunder, any act or omission of Kenmore or its agents, contractors, licensees, or invitees, and any Environmental Liability, unless caused by the sole negligence or intentional acts of the Indemnitees. “Claims” includes claims, losses, costs, liabilities, demands, actions, damages and expenses (including, but not limited to reasonable attorney’s fees). “Environmental Liability” means any and all

liabilities, claims, lawsuits, costs, liens, obligations, expenses, attorney fees, fines, penalties, damages, consequential damages, and losses, arising from the release of a Hazardous Substance or any non-compliance with Environmental Laws. An Environmental Liability may be based upon an Environmental Law, any cause of action, criminal or civil statute, permit requirements, court or administrative order. "Hazardous Substance" means any material that is regulated or restricted by an Environmental Law, including but not limited to, CERCLA and MTCA.

- 11.2 Waiver of Immunity under Title 51. Kenmore agrees that the foregoing indemnity specifically covers actions brought by its own employees and that this indemnity shall survive termination or expiration of this Agreement. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Kenmore's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide SPU with a full and complete indemnity from claims made by Kenmore and its employees. Kenmore shall promptly notify SPU of casualties or accidents occurring in or about the Property.
- 11.3 Application of RCW 4.24.115. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply to and for the benefit of the Indemnitees. If it is determined that RCW 4.24.115 applies to this Agreement, Kenmore agrees to defend, indemnify and hold harmless the Indemnitees to the maximum extent permitted thereunder, and specifically for Kenmore's negligence concurrent with that of the Indemnitees to the full extent of Kenmore's negligence.
- 11.4 Recreational Use. SPU is permitting the use of the Property conditioned, in part, upon Kenmore's agreement to make the Recreational Trail available to the public at no cost. To the extent that the Recreational Land Use Statute, RCW 4.24.200-.210, or other applicable law provides immunity to the City and Kenmore, the Parties do not intend the indemnity in this Section 12 to act as a waiver of such immunity.
- 11.5 Inclusion in Contracts. A hold harmless provision to protect the City, similar to this Section 11, shall be included in all contracts or other agreements entered into by Kenmore in connection with the permitted uses under this Agreement or with Kenmore's execution of its duties and obligations under this Agreement.
- 11.6 Notice of Claims or Actions. The City or SPU shall give Kenmore timely written notice of the making of any claim or of the commencement of any such action, suit or other proceeding covered by the indemnity in this section. In the event any such claim arises, the City or SPU may tender the defense thereof to Kenmore and thereupon Kenmore shall have the duty to defend, settle or compromise the claim, and the City shall cooperate fully therein.
- 11.7 Survival. The indemnification obligations under this Section shall survive the termination or expiration of this Agreement.

THE INDEMNIFICATION PROVISIONS OF THIS SECTION 11 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES.

12. Invalidity.

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

14. Nonwaiver.

The failure of SPU to insist upon or enforce strict performance by Kenmore of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

15. Assignment, Successors and Assigns.

This Agreement is personal to the Parties. As a result, Kenmore will not assign, transfer, or otherwise dispose of any of the privileges granted under this Agreement without the prior written consent of SPU.

16. Applicable Law; Venue.

This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington and the sole venue for any action arising out of this Agreement shall be the Superior Court of King County, King County, Washington.

17. Notices.

All notices hereunder must be in writing and shall be deemed validly given if sent by United States mail, by personal delivery, or by overnight delivery by a nationally recognized carrier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

If to SPU:

Seattle Public Utilities
Attention: Division Director
Facilities and Real Property Services
700 Fifth Avenue, Floor 50
Seattle, WA 98104-5004

If to Kenmore:

City of Kenmore
Attention: City Clerk
18120 68th Ave NE
PO Box 82607
Kenmore, WA 98028

18. Headings.

The titles of sections are for convenience only and do not define or limit the contents.

19. Entire Agreement; Exhibits.

Any exhibit referenced and attached to this Agreement shall be incorporated part of the terms and conditions of this Agreement. This Agreement, including the incorporated exhibits, sets forth the entire agreement of the Parties. The following exhibits are made a part of this Agreement:

A. **Exhibit A** - Tolt Pipeline Right of Way Legal Description and Depiction

20. **Relationship of Parties.**

Nothing contained herein shall be construed as to make the parties hereto partners, associates, joint venturers, or participants in any legal relationship other than that of lessor and lessee. Neither party hereto shall have the power to contract or incur any obligation or liability in the name of the other party.

[Signature pages of the Parties follow on subsequent pages to this Agreement]

IN WITNESS WHEREOF, the City of Seattle has caused this agreement to be executed by its Director of Seattle Public Utilities pursuant to City of Seattle Ordinance _____ this _____ day of _____, 2015.

THE CITY OF SEATTLE

By _____
Mami Hara, Director, Seattle Public Utilities

STATE OF WASHINGTON)
) ss.
KING COUNTY)

I certify that I know or have satisfactory evidence that Ray Hoffman signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the DIRECTOR OF SEATTLE PUBLIC UTILITIES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Name (printed) _____
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

This Agreement is hereby accepted for and on behalf of The City of Kenmore, a municipal corporation of the state of Washington, which by such acceptance agrees to assume and be bound by all of the terms and conditions herein contained.

THE CITY OF KENMORE, a political subdivision of the
State of Washington

By _____
Rob Karlinsey

Title _____
City Manager

Date _____

STATE OF WASHINGTON)
) ss.
KING COUNTY)

I certify that I know that _____ signed this instrument, on oath
stated that _____ was authorized by the _____ of KING COUNTY to execute
the instrument, and acknowledged it as the _____ of King County,
Washington, to be the free and voluntary act of such county for the uses and purposes mentioned in the
instrument.

Dated: _____

Name (printed) _____
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

EXHIBIT A

TOLT PIPELINE RIGHT OF WAY LEGAL DESCRIPTION AND DEPICTION

EXHIBIT A

KING COUNTY ASSESSOR'S PARCEL NO. 011410-1565

TRAIL PERMIT AREA LEGAL DESCRIPTION

THAT PORTION OF THE TOLT RIVER PIPELINE PROPERTY AS CONDEMNED BY THE CITY OF SEATTLE IN KING COUNTY SUPERIOR COURT CAUSE NO. 514489, AS PROVIDED BY ORDINANCE NO. 86134, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M.;
 THENCE SOUTH 87°57'48" EAST 55.54 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING;
 THENCE NORTH 02°01'12" EAST 21.61 FEET;
 THENCE SOUTH 88°25'58" EAST 548.57 FEET;
 THENCE NORTH 67°10'54" EAST 9.26 FEET TO THE NORTH LINE OF THE SOUTH 30 FEET OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. ;
 THENCE SOUTH 87°57'48" EAST 647.96 FEET ALONG SAID NORTH LINE OF THE SOUTH 30 FEET OF SAID SECTION 1 TO THE EAST MARGIN OF 71ST AVE. NE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 93.66 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 57°04'56" WEST;
 THENCE SOUTHEASTERLY 46.31 FEET ALONG SAID CURVE AND EAST MARGIN THROUGH A CENTRAL ANGLE OF 28°19'40" TO THE NORTH LINE OF SAID SECTION 12;
 THENCE SOUTH 87°57'48" EAST 24.03 FEET ALONG SAID NORTH LINE OF SAID SECTION 12 TO THE WEST LINE OF STAR PLACE AS SHOWN ON THE PLAT OF ALDERWOOD MANOR NUMBER 14 ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 26 OF PLATS, ON PAGE 4, RECORDS OF KING COUNTY, WASHINGTON;
 THENCE SOUTH 02°14'40" WEST 10.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID STAR PLACE;
 THENCE SOUTH 87°57'48" EAST 207.61 FEET ALONG SAID SOUTH LINE TO THE WEST MARGIN OF 73RD AVE. NE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1176.30 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 63°08'30" WEST ;
 THENCE SOUTHWESTERLY 16.66 FEET ALONG SAID CURVE AND WEST MARGIN THROUGH A CENTRAL ANGLE OF 00°48'41";
 THENCE NORTH 87°57'48" WEST 107.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1007.00 FEET;
 THENCE WESTERLY 95.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°24'56";
 THENCE NORTH 82°32'52" WEST 172.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 993.00 FEET;
 THENCE WESTERLY 93.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°24'56" TO THE NORTH LINE OF SAID SECTION 12;
 THENCE NORTH 87°57'48" WEST 368.10 FEET ALONG SAID NORTH LINE OF SAID SECTION 12;
 THENCE SOUTH 01°32'32" EAST 16.96 FEET;
 THENCE NORTH 87°35'56" WEST 16.07 FEET;
 THENCE NORTH 01°32'49" WEST 16.85 FEET TO THE NORTH LINE OF SAID SECTION 12;
 THENCE NORTH 87°57'48" WEST 612.84 FEET ALONG SAID NORTH LINE OF SAID SECTION 12 TO THE POINT OF BEGINNING.

HAVING AN AREA OF 38,748 SQ. FT. (0.89 ACRES)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N02°01'12"E	21.61'
L2	S88°25'58"E	548.57'
L3	N67°10'54"E	9.26'
L4	S87°57'48"E	647.96'
L5	S87°57'48"E	24.03'
L6	S02°14'40"W	10.00'
L7	S87°57'48"E	207.61'
L8	N87°57'48"W	107.22'
L9	N82°32'52"W	172.06'
L10	N87°57'48"W	368.10'
L11	S01°32'32"E	16.96'
L12	N87°35'56"W	16.07'
L13	N01°32'49"W	16.85'
L14	N87°57'48"W	612.84'

SEE SHEET 2
FOR EXHIBIT MAP

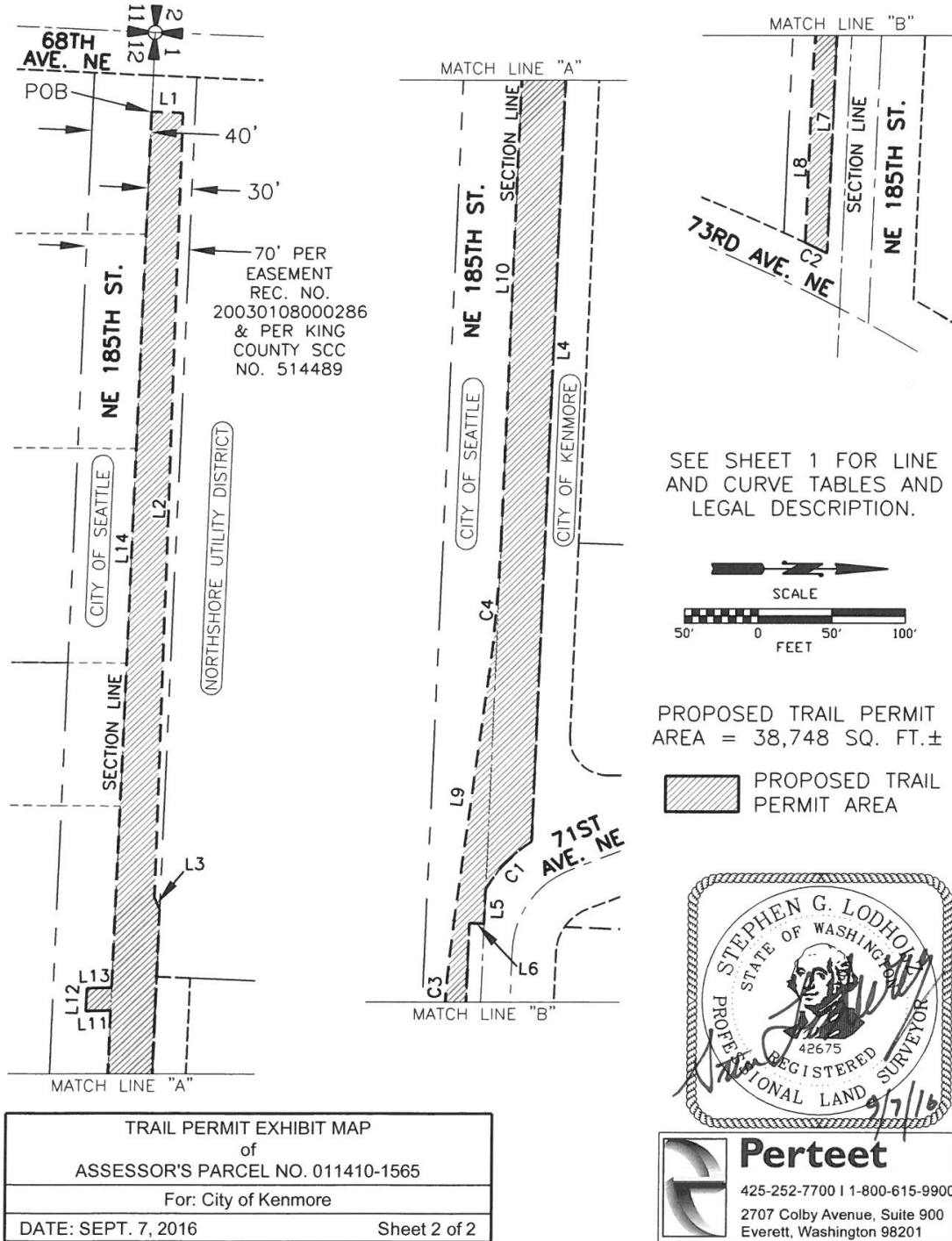
CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE
C1	46.31'	93.66'	28°19'40"
C2	16.66'	1176.30'	0°48'41"
C3	95.18'	1007.00'	5°24'56"
C4	93.86'	993.00'	5°24'56"

TRAIL PERMIT LEGAL DESCRIPTION & EXHIBIT MAP	
of	
ASSESSOR'S PARCEL NO. 011410-1565	
For: City of Kenmore	
DATE: SEPT. 7, 2016	Sheet 1 of 2



EXHIBIT A





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Interlocal Agreement With Northshore School District for School Resource Officer Program Proposed Council Action/Motion: Authorize City Manager to Execute Interlocal Agreement 16-C1603 with Northshore School District for School Resource Officer Program	For Council Meeting Agenda of: September 12, 2016 Department: Police Department Finance and Administration <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: center;">[Signature] 8/22/16</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">RK</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;">[Signature] 8/22/16</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">[Signature]</td> </tr> </table> Exhibits/Attachments: Interlocal Agreement 16-C1603		<u>Initial & Date</u>	Approved by Department Head:	[Signature] 8/22/16	Approved by City Attorney:	RK	Approved by Finance Director:	[Signature] 8/22/16	Approved by City Manager:	[Signature]
	<u>Initial & Date</u>										
Approved by Department Head:	[Signature] 8/22/16										
Approved by City Attorney:	RK										
Approved by Finance Director:	[Signature] 8/22/16										
Approved by City Manager:	[Signature]										
Expenditure Required: \$0 Amount Budgeted: \$0 Appropriation Required: \$0											
<u>INFORMATION/BACKGROUND:</u> The City, through the Chief and King County Sheriff's Office, has provided Kenmore officers to the Northshore School District (District) to perform School Resource Officer services at Inglesmoor High School and Kenmore Junior High. The contract for this service has been between the District and King County. Chief Sether and the District agreed it would be in the best interest of the City and the SRO program to transition the contract to the City; providing the same if not greater level of service for the same dollar cost to the District. All services are performed on Officer overtime and no one Officer is dedicated solely to that program; services can be provided by one of four Officers who will be rotated. Instead of the District making payments to the County for the service, the District will pay the City directly the agreed upon \$25,000 and it will become part of the Police Department discretionary overtime budget with no net effect on the overall Police budget. The Interlocal Agreement has been reviewed and approved by the City Attorney.											
<u>FISCAL CONSIDERATION:</u> No net impact on the Police or City budget.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Public Safety											

AB Interlocal NSD SRO.docx

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENMORE AND THE NORTHSORE SCHOOL
DISTRICT FOR THE
SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, Chapter 39.34 RCW regarding interlocal cooperation permits local governmental agencies to make more efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage;

WHEREAS, the Northshore School District (hereinafter referred to as School District) and the City of Kenmore (hereinafter referred to as City) agree that it is in the best interest of both parties for the City to provide special police services to Inglemoor High School and Kenmore Junior High; and

WHEREAS, the City is willing to provide such police services as long as the School District pays a portion of the cost of such police services, as provided for in this Agreement;

NOW, THEREFORE, it is mutually agreed as follows:

1. Selection and Assignment of SRO. The City, acting through the Chief of Police or designee, shall select and assign up to four (4) full-time, regularly commissioned, City police officers to provide the services described in this Agreement at Inglemoor High School and Kenmore Junior High and the surrounding areas of those schools. The collective services of these police officers shall be referred to as the "School Resource Officer" (SRO). The purpose of the SRO is to provide a uniformed presence on the campuses of the schools, to promote safety, to be a positive resource to the schools and surrounding areas, to support students, parents, teachers, and administrators, and to mediate and facilitate solutions to issues and problems.
2. SRO Duties and Responsibilities. The SRO generally shall patrol the schools and surrounding areas during the school day and during the regular school year, in order to identify, investigate, deter and prevent crime, and to handle weapons incidents, youth violence, harassment, gang activity, and drug use. The Chief of Police or designee shall determine the specific duties and responsibilities of the SRO, which duties and responsibilities shall include but not be limited to:
 - Establishing and maintaining a working rapport with the school administration and staff.
 - Participating in school curriculum, which shall vary for each school, depending on the age of the children and the need of the school.
 - Interacting with students at break times, lunches, and scheduled activity periods.
 - Assisting with school-based security during the school day.
 - Promoting a safe and orderly environment at the schools.

- The SRO shall not act as a disciplinarian, but will assist the school with discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate.
- Participating in school staff meetings, PTA presentations, and other parent involvement programs, as the SRO schedule allows.
- Receiving crime reports on any crime that occurs on school grounds during the SRO service hours; acting as a liaison between the School District Security Office and the City Police Department regarding any reported crime; and assisting in any secondary investigation.
- Providing a link between the law enforcement community, the social and health system agencies, youth advocacy programs and the school system.
- Assisting in the identification and monitoring of at-risk youth, and interacting with such youth.
- Assisting the School District with child abuse, runaway children, criminal problems, gang problems, and other issues affecting the safety, security, and efficiency of the school system.

The Chief of Police or designee may change the type and extent of duties and responsibilities of the SRO, taking into account the regular duties and responsibilities of the police officers serving as the SRO and the needs of the SRO program. The School District may request a change in the duties and responsibilities of the SRO, which the Chief of Police or designee shall consider but need not accept. The duties and responsibilities of the SRO shall not include controlling crowds at games, events and other similar activities, or serving as a School District security officer. This Agreement shall not preclude the School District from hiring off-duty City police officers to provide security services at school events. The School District, and its officers, employees, and agents, shall not direct the SRO to exercise police powers, including but not limited to the arrest of students.

3. Selection and Control of SRO. The Chief of Police or designee shall select the SRO and determine the schedule and specific services of the SRO, consistent with the purposes and duties of this Agreement. The Chief of Police or designee shall control and direct the SRO. In selecting the SRO, the Chief of Police or designee shall seek and consider input from the School District. In determining the schedule of the SRO, the Chief of Police or designee shall attempt to develop a regular schedule at each school. Although the SRO shall provide services to both schools, the SRO shall strive to provide a majority of services at Inglemoor High School, and to provide services to Kenmore Junior High during the mid-day. The Parties acknowledge that the schedule of the SRO on any school day may change due to emergencies, training, vacations, personal leaves, and other activities and responsibilities of the City police officers who comprise the SRO as members of the City

Police Department. The City reserves the right to assign the SRO to other police duties and responsibilities during any school day.

4. Status of SRO. The Parties acknowledge that the City police officers who comprise the SRO are employees of the King County Sheriff's Office and serve the City pursuant to an interlocal agreement between the City and King County, and as such are not employees of the City or the School District. The Parties also acknowledge that the City police officers who comprise the SRO will be providing the services of this Agreement outside of their normal work hours and, therefore, will be working overtime when providing the SRO services of this Agreement.
5. Payment for SRO. The School District shall reimburse the City for the SRO services at the overtime hourly rate (salary and benefits) in effect when the respective City police officers provide the SRO services. The maximum District payment for the original term of this Agreement shall be \$25,000.00. The City shall keep records of the hours devoted by the SRO to the services of this Agreement. The City shall send an invoice to the School District in January 2017 for the sum of \$12,500.00. The invoice shall show the hours devoted by the SRO to the services of this Agreement through December 31, 2016. The School District shall pay the invoice within thirty (30) days of the date of the invoice. The City shall send a second invoice to the School District in July 2017, for the actual hours devoted by the SRO to the services of this Agreement from January 1, 2017 through the end of the 2016-2017 school year. The School District shall submit to the City a purchase order in the amount of \$25,000.00 on or before the effective date of this Agreement.
6. Term, Renewal and Termination. This Agreement shall be effective from September 1, 2016 through August 31, 2017. It shall renew automatically for successive one-year terms, unless terminated pursuant to this Section. Upon expiration of this Agreement (including all renewals if applicable), all equipment furnished by the City shall remain the sole property of the City and any facilities, office equipment or other material support provided by the School District shall remain the property of the School District. Either party may terminate this Agreement or any renewal thereof at any time by giving the other Party at least ninety (90) days notice of termination. Either Party may preclude an automatic one-year renewal by giving the other Party at least sixty (60) days notice of election not to renew.
7. No Third Party Rights. The establishment of this SRO program and the execution of this Agreement shall create no third-party rights.
8. Annual Program Review and Adjustments. At the end of any school year and prior to the beginning of the next contract year, the City, through the Police Chief or designee, and the School District, through its selected representative, shall discuss the effectiveness of

the SRO program, with particular attention to any operational or fiscal adjustments to be amended by mutual consent. If the Parties anticipate that the SRO Program will continue and that this Agreement will be renewed, these representatives are authorized to prepare and adopt in writing any necessary or desired amendments to this Agreement.

9. Insurance. The Parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The Parties agree that no indemnification shall be provided for except as specifically set forth below and that the respective liability of the Parties to each other and to third persons shall be determined in accordance with the laws of the State of Washington or this Agreement, as applicable.
10. Indemnification. The City will protect, defend, indemnify, and hold harmless the School District, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the City, its officers, employees, or agents. The School District will protect, defend, indemnify and hold harmless the City, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the District, its officers, employees, or agents. Nothing herein shall be determined to waive immunities established pursuant to State statute or to create third-party rights or liabilities.
11. Miscellaneous. The Parties do not by this Agreement create any separate legal or administrative entity. The Chief of Police or designee shall be responsible for working with the School District to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of the undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement. This Agreement is the sole agreement between the Parties and supersedes and merges with any prior agreements of the parties, written or oral, with respect to the program described herein. This Agreement shall be amended only in writing with the express written consent of the Parties hereto. This Agreement shall be interpreted in order to implement its central purpose, which is the operation of the SRO Program and the underlying understanding that the police functions of the SRO shall be directed only by the Chief of Police or designee.
12. Recording. Two copies of this Agreement shall be signed and one copy shall be provided to each Party for its respective records. The City and the School District each shall list this Agreement by subject on each Party's respective website or other electronically retrievable public source, pursuant to RCW 39.34.040.

THIS AGREEMENT made and entered into this _____ day of _____, 2016 by and between the Northshore School District and the City of Kenmore.

Dated this _____ day of _____, 2016.

CITY OF KENMORE

NORTHSHORE SCHOOL DISTRICT

By: _____

BY: _____

City Manager

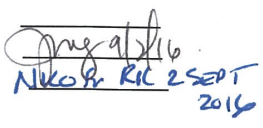
Superintendent

Date: _____

Date: _____



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

Subject/Topic: Authorization to Execute Amendment #2 to Contract 15-C1456, with the Mott Macdonald Group, Inc regarding Squires Landing Park Conceptual Plans	For Council Meeting Agenda of: 9/12/16
Proposed Council Action/Motion: Motion authorizing the City Manager to execute Amendment #2 to Contract 15-C1456	Department: Community Development Prepared by: Debbie Bent, Community Development Director Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager: <u>Initial & Date</u> <u>DA 9/12/16</u>  <u>Mike Riccio 2 SEPT 2016</u> Exhibits/Attachments: Attachment 1: Contract 15-C1456 and Amendment #1 Attachment 2: Amendment #2 to Contract 15-C1456
Expenditure Required \$2,500 Amount Budgeted \$100,000 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> Mott MacDonald (formerly Coast & Harbor Engineering) were retained in August 2015 to develop a conceptual plan for the Squires Landing property focusing on improving public access to the water and water dependent recreation activities. The original contract amount to complete the concept was \$49,369 (see Attachment #1). An additional \$7,937 was authorized by Council on 12/14/15 (Amendment #1 to Contract 15-C1456) to complete the concept plan, respond to public and Council comment at the 12/14/15 Open House and Council meeting, and also develop costs for maintenance and monitoring (See Attachment #1). The additional \$7,937 contract amount put the total contract amount of \$57,306 above the City Manager's \$50,000 contracting authority. Staff recommends that Council pass a motion at the 9/12/16 Council meeting authorizing the City Manager to execute Amendment #2 to Contract 15-C1456 (see Attachment #2). The second amendment increases the contract amount by \$2,500 (new total contract of \$59,806). The scope of work includes preparing a base map, minor revisions to the concept plan and responding to staff comments.	
<u>FISCAL CONSIDERATION:</u> The adopted Park CIP includes \$100,000 for a Squires Landing Conceptual Plan project.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Goal #6 To continue to implement a Parks Improvement and Financial Plan. Goal #2 to create a vibrant walkable downtown. Preparing an updated concept plan is identified as a project in the City's adopted Park Capital Improvement Program. Improving is consistent with the adopted Park Recreation and Open Space Plan. Improvements to Squires Landing (based on the concept plan) is also a project on the Walkways & Waterways November 2016 ballot measure.	

Attachment 1

CONTRACT FOR CONSULTANT SERVICES
Contract No. 15-C1456

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Coast and Harbor Engineering a Division of Hatch Mott MacDonald LLC whose principal office is located at 110 James St, Suite 103, Edmonds, WA 98020 ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

 x According to the rates set forth in Exhibit "B".

 x A sum not to exceed \$49,369

 Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on July 28, 2015 and ending November 30, 2015 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

Contract for squires landing waterfront improvements conceptual design

-1-

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,

Contract for squires landing waterfront improvements conceptual design

independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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

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

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

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

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability. The Consultant must comply with the requirements of Exhibit E.

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

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

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

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

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

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

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

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

R. Shane Phillips, Principal Engineer
Coast & Harbor Engineering
110 James St, Suite 103
Edmonds, WA 98029

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

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

CITY OF KENMORE, WASHINGTON

By: Rob Karlinsey
For: Rob Karlinsey
Title: City Manager

Date: 8/5/15

CONSULTANT

By: R. Shane Phillips
R. Shane Phillips
Title: Principal Engineer

Date: 8/5/15

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

Project Description & Approach:

The City of Kenmore (City) has requested Coast and Harbor Engineering, a Division of Hatch Mott MacDonald (CHE) to develop this scope of work and fee estimate for performing limited site reconnaissance, feasibility evaluation, and conceptual design and associated budgetary cost estimate to improve access to the shorelines of the Sammamish River at Squire's Landing Park. The work would include feasibility evaluation of potential park improvements including: removal of existing home and garage structures, potential property acquisition including a boat basin, new upland boat house with restroom, new boat staging area, new parking area off NE 175th, new trails between parking area and boathouse, new trails/boardwalk to Sammamish River, new footbridges for crossing an existing lagoon and slough, new floating docks within lagoon, and associated environmental enhancement/mitigation. For feasible elements, CHE would then develop conceptual alternatives. The key objectives of this scope are to identify feasible design elements, develop conceptual park alternatives graphics and associated budgetary cost sufficient for public review and to support the City's pursuit of funding.

Assumptions:

- Permitting and regulatory support is not included.
- Sediment sampling and characterization is not included; limited consultation with DMMO will be conducted.
- Geotechnical data collection is not required for conceptual design; soils conditions will be assumed based upon review of adjacent structures and engineering judgment.
- Rights of entry and easements will be obtained by City and provided to CHE in order to conduct a site visit and data collection on adjacent private properties, if required.
- Meetings and site visits will be scheduled and combined with other ongoing work for the related Log Boom Park project; the two projects will be jointly executed for efficiency. A total of one site visit, and two team meetings with the City are included. All other meetings and coordination will be conducted by teleconference; a total of one team teleconference meeting is included.
- City will provide existing studies, drawings, GIS data, survey data and site studies (geotechnical, sediment, archaeological, engineering, etc.) in native electronic format for the project area and for use by CHE to conduct the work. Digitizing of existing records is not included. City property boundary and ownership information will be provided in electronic format (.shp or CAD).
- Cultural resource assessment will not be conducted; only existing City provided data will be reviewed.
- Detailed engineering drawings will not be developed; alternatives will be depicted through bubble diagram architectural graphics. Only .pdf files of drawings will be provided.
- Development of detailed mitigation plan and mitigation design is not included; mitigation design would be performed in a future phase of work.
- Boathouse design will be schematic and highly conceptual, with emphasis on overall footprint and location in plan view sufficient for developing a conceptual cost estimate.
- No topographic or property surveying will be conducted.

Contract for squires landing waterfront improvements conceptual design

Scope Tasks:

CHE will provide services necessary to complete the following tasks:

Task 1 - Site Reconnaissance and Project Review

This task consists of assembling and reviewing existing data, previous studies, conducting reconnaissance site visit, and evaluating the feasibility of conceptual design elements desired by City.

- Existing Data Compilation. Review available data, previous studies, identify data gaps and potential challenges relative to City codes and regulatory requirements.
- Site Visit - A site visit will be conducted to review condition of the park facilities and located key features using RTK GPS equipment.
- Wetlands and CRAs: Perform limited field work during site visit to confirm location of wetlands identified in previous studies. Identify approximate location of existing wetlands, wetland buffers and critical habitat sufficiently for conceptual design. A formal wetland documentation report will not be developed.
- Base Map. Generate base map for conceptual design based upon City provided data and existing survey. The base map will serve as the basis for analysis and concept design.
- Cultural Resource Assessment – Review existing cultural resource data; if none, notify city.
- Basis of Design Memo – Screen and identify feasible design elements, document issues and opportunities, design criteria, codes and standards, and constraints that will govern the conceptual design.

Task 2 – Conceptual Design

This task consists of developing two alternative conceptual design layouts for the improvements and providing conceptual level graphic plans, details, sections, and costs associated with each alternative.

- Evaluate removal of existing home and garage structures, potential property acquisition including a boat basin.
- Conceptual layout of new parking area off NE 175th including schematic drainage and utilities suitable for cost estimate.
- Layout trails between parking and boathouse, and trails/boardwalk to Sammamish River
- Evaluate types and size of footbridges for crossing the existing lagoon and slough.
- Size and locate two floating docks within the lagoon.
- Evaluate anticipated volume of dredged material, conduct informal consultation with DMMO to determine potential sampling and disposal costs for material.
- Schematic programming for boat house building and associated staging area to determine amenities, footprint and size. Perform site visit to similar boating facilities in local Seattle area to confirm size of boathouse facility.
- Develop two alternative site layouts to the conceptual design level that include feasible elements.
- Identify and quantify impacts resulting from the conceptual design
- Develop mitigation strategy memo for project impacts, including onsite enhancement and mitigation. Identify range of potential mitigation cost to be included with budgetary level cost estimate.
- Compute conceptual quantities for developing a conceptual construction cost estimate for each alternative.
- Provide itemized budgetary level cost estimate, including construction, permitting and design.
- Produce a brief alternatives analysis memorandum summarizing findings and assist City with selection of the preferred alternative.
- For each alternative, prepare one overall site plan graphic.
- One boathouse detail plan

Contract for squires landing waterfront improvements conceptual design



- Up to three (3) typical sections in total
- Up to one (1) detail site plan graphic

Task 3 - Meetings and Coordination

This task includes project management, coordination with City and its consultants, and meetings as defined below.

- Manage project schedule, budget, and scope.
- Participate in up to one (1) one-hour conference calls.
- Participate in one (1) public meeting with two staff.
- Conduct total of two (2) team meetings with City; one in Kenmore & one in Edmonds, WA.
- Provide materials for public presentations limited to six (6) Powerpoint slide graphics and four (4) printed presentation boards.

Deliverables:

- Task 1 – Site Reconnaissance and Project Review
 - Basis of Design memorandum (.pdf format)
- Task 2 – Conceptual Design
 - Budgetary cost estimate (MS Excel) including range of cost for mitigation.
 - Brief Alternatives Analysis memo (.pdf)
 - Two (2) alternative site plan graphics, boathouse detail plan, one (1) detail site plan graphic as, three (3) typical sections (.pdf)
- Task 3 – Meetings and Coordination
 - Meetings notes by email
 - Public meeting materials boards and PowerPoint slides.

Compensation:

The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed amount. CHE will coordinate any changes to the work scope and budget with City in advance of incurring expenses.

Schedule:

The work is anticipated to start in late-July 2015 and be completed by the beginning of October 2015.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates described in the attached Fee Estimate dated 7/15/15. The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed \$49,369. CHE will coordinate any changes to the work scope and budget with City in advance of incurring expenses.

<i>Task 1 Fee</i>	<i>\$11,153</i>
<i>Task 2 Fee</i>	<i>\$29,941</i>
<i>Task 3 Fee</i>	<i>\$8,275</i>
 <i>TOTAL NOT-TO-EXCEED COST</i>	 <i>\$49,369</i>

EXHIBIT C

City of Kenmore
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

CITY OF KENMORE
Contract No. 15-C1456
Amendment No. 1

The following sections of the contract for professional consultant services dated August 5, 2015, between the City of Kenmore ("City") and Coast and Harbor Engineering, a Division of Hatch Mott MacDonald ("Consultant"), is amended to read in its entirety as set forth below or attached. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to Performed by Consultant: The Consultant shall perform the services described in Exhibit "A" attached to this Amendment. In performing the services, the Consultant shall comply with all federal, State and local laws and regulations applicable to the services. The consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

Section 2. Compensation and Method of Payment: The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C." The City shall pay Consultant a sum not to exceed \$7,937 according to the fees and rates in the original contract.

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on December 1, 2015 and ending on February 1, 2016 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 14th day of December, 2015.

CONSULTANT:

By: _____

R. Shane Phillips

Title: Principal Engineer

Date: _____

12/21/15

CITY OF KENMORE:

By: _____

Rob Karlinsey

Title: City Manager

Date: _____

1-13-16

EXHIBIT A
to Contract No. 15-C1456 Amendment No. 1

Scope of Services to be Provided by Consultant: The Consultant shall furnish services including, but not limited to, the following:

Task 1 Meetings

This task consists of preparation for and attendance at additional Team and City meetings:

- Attend December 14th Public Meeting and City Council meeting (Confluence Environmental).
- Attend one conference call with internal team to review comments gathered from December 14th meetings and make adjustments to design and deliverables.
- Attend one conference call with the City to review design comments.

Task 2 Mitigation Cost Estimation

This task consists of estimating costs for mitigation at the sites:

- Estimate costs for constructing mitigation items identified in one conceptual design.
- Estimate costs for monitoring and maintenance of mitigation items identified in one conceptual design.

Task 3 Maintenance Plan Development and Cost Estimation

This task consists of the following:

- Develop a maintenance plan for the parks.
- Provide a preliminary maintenance cost on a SF or ACRE basis.

Task 4 Respond to Comments

This task consists of documenting comment response on draft reports, public meetings, and meetings with the City.

- Address one additional round of comments from the City and Consultant on the draft mitigation memorandum and conceptual design plans.

- Document comments received during December 14th Public Meeting and Council meeting.
- Respond to one round of comments on mitigation construction, monitoring, and maintenance cost estimates (see Task 3).

Assumptions:

Based on the extent of comments received during the December 14th meeting, this scope of work and fee estimate may need to be adjusted to address all comments if the required level of effort exceeds the estimated number of hours for the Consultant Team.

Compensation:

The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed amount. Consultant will coordinate any changes to the work scope and budget with the City in advance of incurring expenses.

**CITY OF KENMORE
Contract No. 15-C1456
Amendment No. 2**

The following sections of the contract for professional consultant services dated 8/5/15, between the City of Kenmore ("City") and Mott MacDonald Group, Inc ("Consultant") is amended to read in its entirety as set forth below or attached. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to Performed by Consultant: The Consultant shall perform the services described in Exhibit "A" attached to this amendment. In performing the services, the Consultant shall comply with all federal, State and local laws and regulations applicable to the services. The consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

Section 2. Compensation and Method of Payment: The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C." The City shall pay Consultant a sum not to exceed \$2,500 according to the fees and rates in the original contract.

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on February 2, 2016 and ending on December 31, 2016 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 12th day of September, 2016

CONSULTANT:

CITY OF KENMORE:

By: _____
R. Shane Phillips

By: _____
Rob Karlinsey

Title: Principal Engineer

Title: City Manager

Date: _____

Date: _____

EXHIBIT A

Scope of Services to be Provided by Consultant: The Consultant shall furnish services including, but not limited to, the following:

Task 1 Base Map Preparation

This task consists of the following:

- Developing a base map in CAD to show property line, creek and river line work, as well as proposed improvement line work.

Task 2 Revisions to Conceptual Plan

This task consists of the following:

- Completing minor revisions and updating the conceptual plan upon request by the City.

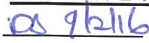
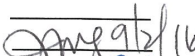
Task 3 Respond to Comments

This task consists of the following:

- Develop a maintenance plan for the parks.
- Provide a preliminary maintenance cost on a SF or ACRE basis.
- Respond to one round of comments on final deliverables including conceptual design, mitigation construction, monitoring, and maintenance cost estimates.
- Attending one meeting with City staff.

Compensation:

The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed amount. Consultant will coordinate any changes to the work scope and budget with the City in advance of incurring expenses.

Subject/Topic: Authorization to Execute Amendment #2 to Contract 15-C1457, with the Mott Macdonald Group, Inc regarding Log Boom Park Conceptual Plans Proposed Council Action/Motion: Motion authorizing the City Manager to execute Amendment #2 to Contract 15-C1457	For Council Meeting Agenda of: 9/12/16 Department: Community Development Prepared by: Debbie Bent, Community Development Director <u>Initial & Date</u>  9/12/16  9/12/16  9/12/16  9/12/16 2 SEPT 20 16 Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager: Exhibits/Attachments: Attachment 1: Contract 15-C1457 and Amendment #1 Attachment 2: Amendment #2 to Contract 15-C1457
Expenditure Required \$2,500 Amount Budgeted \$100,000 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> Coast & Harbor Engineering were retained in August 2015 to develop a conceptual plan for the Log Boom Park property focusing on improving public access to the water and water dependent recreation activities. The original contract amount to complete the concept was \$49,462 (see Attachment #1). An additional \$7,937 was authorized by Council on 12/14/15 (Amendment #1 to Contract 15-C1457) to complete the concept plan, respond to public and Council comment at the 12/14/15 Open House and Council meeting, and develop costs for maintenance and monitoring. The additional contract amount put the total contract amount of \$57,399 above the City Manager's \$50,000 contracting authority. Staff recommends that Council pass a motion at the 9/12/16 Council meeting authorizing the City Manager to execute Amendment #2 to Contract 15-C1457 (see Attachment #2). The second amendment increases the contract amount by \$2,500 (new total contract of \$59,899). The scope of work includes preparing minor revisions to the concept plan and responding to staff comments.	
<u>FISCAL CONSIDERATION:</u> The adopted Park CIP includes \$100,000 for a Log Boom Park Conceptual Plan project.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Goal #6 To continue to implement a Parks Improvement and Financial Plan. Goal #2 to create a vibrant walkable downtown. Preparing an updated concept plan is identified as a project in the City's adopted Park Capital Improvement Program. Improving is consistent with the adopted Park Recreation and Open Space Plan. Improvements to Log Boom Park (based on the concept plan) is also a project on the Walkways & Waterways November 2016 ballot measure.	

Attachment 1

CONTRACT FOR CONSULTANT SERVICES
Contract No. 15-C1457

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Coast and Harbor Engineering a Division of Hatch Mott MacDonald LLC whose principal office is located at 110 James St, Suite 103, Edmonds, WA 98020 ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

 x According to the rates set forth in Exhibit "B".

 x A sum not to exceed \$49,462

 Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on July 28, 2015 and ending November 30, 2015 unless sooner

terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

Contract for squires landing waterfront improvements conceptual design

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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

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

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

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

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability. The Consultant must comply with the requirements of Exhibit E.

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

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

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

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

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

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

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

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

R. Shane Phillips, Principal Engineer
Coast & Harbor Engineering
110 James St, Suite 103
Edmonds, WA 98029

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

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

CITY OF KENMORE, WASHINGTON

By: Rob Karlinsey
 For: Rob Karlinsey
 Title: City Manager
 Date: 8/5/15

CONSULTANT

By: R. Shane Phillips
 Title: Principal Engineer
 Date: 8/5/15

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

Project Description & Approach:

The City of Kenmore (City) has requested Coast and Harbor Engineering, a Division of Hatch Mott MacDonald (CHE) to develop this scope of work and fee estimate for performing limited site reconnaissance, feasibility evaluation, and conceptual design and associated budgetary cost estimate to improve access to the shorelines of Lake Washington at Log Boom Park. The work would include feasibility evaluation of potential park improvements included in the previously completed Log Boom Park Master Plan - Phase 2, such as: beaches, boardwalk-trail, hand-carry boat launch, swim float, over-water pier modifications, gazebo-overlook, log boom, and associated environmental enhancement/mitigation. For feasible elements, CHE would then develop a revised park overall plan. The key objectives of this scope are to identify feasible design elements, perform conceptual level design refinement, and develop a revised conceptual park graphic and associated budgetary cost sufficient for public review and to support the City's pursuit of funding.

Assumptions:

- Permitting and regulatory support is not included.
- Based upon studies provided by City (Anchor QEA, March 2013), hand trowel sediment samples collected onsite indicate exceedances of phthalate and copper above freshwater screening levels at two locations in the park. Further chemical sampling, analysis and characterization of sediments is not included. If review of the existing studies and developed designs indicate potential for contamination, additional scope and fee will be required to further determine extents and character of sediments.
- Geotechnical data collection is not required and limited data are available; it is assumed that existing design reports, drawings and studies from upland improvements or pier improvements are sufficient to describe site soil conditions for conceptual design.
- Dredging and excavation of sediments will be minimized in the conceptual design.
- Rights of entry and easements will be obtained by City and provided to CHE in order to conduct a site visit and data collection on adjacent private properties, if required.
- Meetings and site visits will be scheduled and combined with other ongoing work for the related Squire's Landing project; the two projects will be jointly executed for efficiency. A total of one site visit, and two team meetings with the City are included. All other meetings and coordination will be conducted by teleconference; a total of one team teleconference meeting is included.
- City will provide existing studies, drawings, GIS data, survey data and site studies (geotechnical, sediment, archaeological, engineering, etc.) in native electronic format for the project area and for use by CHE to conduct the work. Digitizing of existing records is not included.
- City property boundary and ownership information will be provided in electronic format (.shp or CAD).
- Cultural resource assessment will not be conducted; only existing City provided data will be reviewed.
- Detailed engineering drawings will not be developed; the conceptual site plan graphic will a one page color 11" x 17" format.

Contract for squires landing waterfront improvements conceptual design

- Development of detailed mitigation plan and mitigation design is not included; review of previous mitigation design and comparative analysis of impacts is included.
- No topographic or property surveying will be conducted.

Scope Tasks:

CHE will provide services necessary to complete the following tasks:

Task 1 - Site Reconnaissance and Project Review

This task consists of assembling and reviewing existing data, previous studies, conducting reconnaissance site visit, and evaluating the feasibility of conceptual design elements desired by City.

- Existing Data Compilation. Review available data, previous studies, identify data gaps and potential challenges relative to City codes and regulatory requirements.
- Site Visit - A site visit will be conducted to review condition of the park facilities and located key features using RTK GPS equipment.
- Wetlands and CRAs: Perform limited field work to confirm location of wetlands identified in previous studies Identify approximate location of existing wetlands, wetland buffers and critical habitat sufficiently for conceptual design. A formal wetland documentation report will not be developed.
- Base Map. Generate base map for design based upon City provided data and existing survey. The base map will serve as the basis for analysis and concept design
- Cultural Resource Assessment – Review existing cultural resource data; if none, notify city.
- Basis of Design Memo – Screen and identify feasible design elements from the Mater Plan, document issues and opportunities, design criteria, codes and standards, and constraints that will govern the conceptual design.

Task 2 – Conceptual Design

This task consists of refining identified feasible design elements and providing conceptual level graphical plan, details, sections, and costs associated with the revised conceptual plan.

- Evaluate site wave conditions using existing CHE numerical models for typical conditions and storm conditions.
- Perform conceptual level engineering analysis of master plan-depicted beaches, boardwalk-trail, hand-carry boat launch, swim float, over-water pier modifications, gazebo-overlook, log boom, and associated environmental enhancement/mitigation. Identify opportunities to relocate or reconfigure elements for better performance, reduced maintenance, and minimize environmental impacts and associated mitigation.
- Develop one revised conceptual design plan that includes feasible elements.
- Identify and quantify impacts resulting from the conceptual design
- Develop mitigation strategy memo including onsite enhancement and mitigation. Identify range of potential mitigation cost to be included with cost estimate.
- Compute conceptual quantities for developing a conceptual construction cost estimate for the draft schematic plan.
- Provide itemized budgetary level cost estimate, including construction, permitting and design.
- Produce a brief design memorandum summarizing findings.
- Provide a color schematic site plan graphic and up to (2) two illustrative sections depicting the revised improvements.

Contract for squires landing waterfront improvements conceptual design

Task 3 - Meetings and Coordination

This task includes project management, coordination with City and its consultants, and meetings as defined below.

- Manage project schedule, budget, and scope.
- Participate in up to one (1) one-hour conference calls.
- Participate in one (1) public meeting with two staff.
- Conduct total of two (2) team meetings with City; one in Kenmore & one in Edmonds, WA.
- Provide materials for public presentations limited to six (6) Powerpoint slide graphics and four (4) printed presentation boards.

Deliverables:

- Task 1 – Site Reconnaissance and Project Review
 - Basis of Design memorandum (.pdf format)
- Task 2 – Conceptual Design
 - Budgetary cost estimate (MS Excel) including range of cost for mitigation.
 - Design memo (.pdf)
 - One (1) site plan graphic; two (2) typical sections.
- Task 3 – Meetings and Coordination
 - Meetings notes by email
 - Public meeting materials boards and PowerPoint slides.

Schedule:

The work is anticipated to start in late-July 2015 and be completed by the beginning of October 2015.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates described in the attached Fee Estimate dated 7/15/15. The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed \$49,462. CHE will coordinate any changes to the work scope and budget with City in advance of incurring expenses.

<i>Task 1 Fee</i>	<i>\$10,171</i>
<i>Task 2 Fee</i>	<i>\$29,011</i>
<i>Task 3 Fee</i>	<i>\$10,280</i>
<i>TOTAL NOT-TO-EXCEED COST</i>	<i>\$49,462</i>

EXHIBIT C

City of Kenmore
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____
Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D

CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation
☐ Partnership
☐ Government Consultant
☐ Individual/Proprietor
☒ Other (explain) LLC

TIN No.: 16-1006700

Social Security No.: _____

Print Name: R. Shane Phillips

Title: Principal Engineer

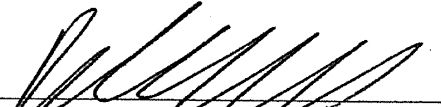
Business Name: Coast & Harbor Engineering, a Division of Hatch Mott MacDonald LLC

Business Address: 110 James Street #103, Edmonds WA 98020

Business Phone: 425-778-6042

8/15/2015

Date


Authorized Signature (Required)

**CITY OF KENMORE
Contract No. 15-C1457
Amendment No. 1**

The following sections of the contract for professional consultant services dated August 5, 2015, between the City of Kenmore ("City") and Coast and Harbor Engineering, a Division of Hatch Mott MacDonald ("Consultant"), is amended to read in its entirety as set forth below or attached. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to Performed by Consultant: The Consultant shall perform the services described in Exhibit "A" attached to this amendment. In performing the services, the Consultant shall comply with all federal, State and local laws and regulations applicable to the services. The consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

Section 2. Compensation and Method of Payment: The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C." The City shall pay Consultant a sum not to exceed \$7,937 according to the fees and rates in the original contract.

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on December 1, 2015 and ending on February 1, 2016 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 14th day of December, 2015.

CONSULTANT:

By: 
R. Shane Phillips

Title: Principal Engineer

Date: 12/21/14

CITY OF KENMORE:

By: 
Rob Karlinsey

Title: City Manager

Date: 1-13-16

EXHIBIT A
to Contract No. 15-C1457 Amendment No. 1

Scope of Services to be Provided by Consultant: The Consultant shall furnish services including, but not limited to, the following:

Task 1 Meetings

This task consists of preparation for and attendance at additional Team and City meetings:

- Attend December 14th Public Meeting and City Council meeting (Confluence Environmental).
- Attend one conference call with internal team to review comments gathered from December 14th meetings and make adjustments to design and deliverables.
- Attend one conference call with the City to review design comments.

Task 2 Mitigation Cost Estimation

This task consists of estimating costs for mitigation at the sites:

- Estimate costs for constructing mitigation items identified in one conceptual design.
- Estimate costs for monitoring and maintenance of mitigation items identified in one conceptual design.

Task 3 Maintenance Plan Development and Cost Estimation

This task consists of the following:

- Develop a maintenance plan for the parks.
- Provide a preliminary maintenance cost on a SF or ACRE basis.

Task 4 Respond to Comments

This task consists of documenting comment response on draft reports, public meetings, and meetings with the City.

- Address one additional round of comments from the City and Consultant on the draft mitigation memorandum and conceptual design plans.

- Document comments received during December 14th Public Meeting and Council meeting.
- Respond to one round of comments on mitigation construction, monitoring, and maintenance cost estimates (see Task 3).

Assumptions:

Based on the extent of comments received during the December 14th meeting, this scope of work and fee estimate may need to be adjusted to address all comments if the required level of effort exceeds the estimated number of hours for the Consultant Team.

Compensation:

The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed amount. Consultant will coordinate any changes to the work scope and budget with the City in advance of incurring expenses.

**CITY OF KENMORE
Contract No. 15-C1457
Amendment No. 2**

The following sections of the contract for professional consultant services dated 8/5/15, between the City of Kenmore ("City") and Mott MacDonald Group, Inc ("Consultant") is amended to read in its entirety as set forth below or attached. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to Performed by Consultant: The Consultant shall perform the services described in Exhibit "A" attached to this amendment. In performing the services, the Consultant shall comply with all federal, State and local laws and regulations applicable to the services. The consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

Section 2. Compensation and Method of Payment: The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C." The City shall pay Consultant a sum not to exceed \$2500 according to the fees and rates in the original contract.

Section 3. Duration of Agreement: This agreement shall be in full force and effect for a period commencing on February 2, 2016 and ending on December 31, 2016 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 12th day of September, 2016

CONSULTANT:

CITY OF KENMORE:

By: _____
R. Shane Phillips

By: _____
Rob Karlinsey

Title: Principal Engineer

Title: City Manager

Date: _____

Date: _____

EXHIBIT A

Scope of Services to be Provided by Consultant: The Consultant shall furnish services including, but not limited to, the following:

Task 1 Revisions to Conceptual Plan

This task consists of the following:

- Completing minor revisions and updating the conceptual plan upon request by the City.

Task 2 Respond to Comments

This task consists of the following:

- Respond to one round of comments on final deliverables including conceptual design, mitigation construction, monitoring, and maintenance cost estimates.
- Attending one meeting with City staff.

Compensation:

The work will be conducted on a time-and-materials basis by task, with a total project maximum not-to-exceed amount. Consultant will coordinate any changes to the work scope and budget with the City in advance of incurring expenses.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Contract No. 15-C1484 with KPFF Consulting Engineers: On-Call Services for Traffic Engineering, Transportation, and Parks Proposed Council Action/Motion: Authorize the City Manager to execute Amendment 1 with KPFF Consulting Engineers Contract 15-C1484 to increase the contract by an additional \$475,000 to \$800,000.	For Council Meeting Agenda of: September 12, 2016 Department: Public Works Prepared by: 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></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;">[Signature] 8/31/16</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">[Signature]</td> </tr> </table> Exhibits/Attachments: Attachment A: KPFF award Agenda Item from February 8, 2016	Approved by Department Head:	<u>Initial & Date</u>	Approved by City Attorney:	NA	Approved by Finance Director:	[Signature] 8/31/16	Approved by City Manager:	[Signature]
Approved by Department Head:	<u>Initial & Date</u>								
Approved by City Attorney:	NA								
Approved by Finance Director:	[Signature] 8/31/16								
Approved by City Manager:	[Signature]								
Expenditure Required N/A	Amount Budgeted N/A <i>(See Fiscal Consideration below)</i>	Appropriation Required N/A							
<u>INFORMATION/BACKGROUND:</u> With this contract, the City utilizes KPFF Consulting Engineers for traffic engineering, transportation/parks planning and design, construction and grant 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. On February 8 2016, the City Council authorized the City Manager to execute Contract No. 15-C1484 for \$325,000 with KPFF. Staff has been pleased with the level and quality of service from KPFF and their sub consultants and is seeking authorization from City Council to increase their contracting authority by \$325,000 to \$800,000. The KPFF agreement is through the end of 2017. The work programmed to date includes: • NE 181st Street Sidewalk Project (south side) – construction management \$121,000 • Transportation grants - planning, writing and diagrams \$40,000 • Parks grant - planning, writing and diagrams \$29,000 • St. Edward State Park Ballfield - safe site access and parking review \$9,000 • Concurrency/Impact Fee - training and rollout \$5,000 • Arrowhead drive - design \$19,000 • NE 181st Street Sidewalk Project (north side)- construction management \$66,000 • Lakepointe concurrency and traffic review assistance - \$10,000									

FISCAL CONSIDERATION:

The amended contract value will be set at \$800,000 (original contract amount of \$325,000 + Amendment 1 amount of \$475,000). 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 Public Works Director manages the overall agreement for compliance and parks, operations, and engineering staff manage “task orders” scopes of work. The Public Works Director approves all task order assignments and task order amendments.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

The KPFF 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 – Implement the Sidewalk Plan

Council Goal 2: To continue to implement the Economic Development Plan, with an emphasis on the following key points – Create a vibrant, walkable downtown & Advance the public’s access and connection to the waterfront.

Council Goal 4: To continue to seek opportunities to complete a successful Lakepointe project.

Council Goal 6: To continue to implement a Parks Improvement and Financial Plan.

Attachment A

XI. O. Approve Amendment No. 1 to Contract No. 15-C1484 with...

The City Engineer will manage the overall agreement and engineering staff will manage “task orders” as needed. The City Engineering will approve all task order assignments and task order amendments. The funds to pay for the work in the agreement are within individual projects budgets and line items. Potential significant tasks to be completed with this agreement may include:

- Sidewalk program implementation
- Technical support for the development & implementation of neighborhood traffic plans
- 61st Ave NE & NE 193rd St Round-about (pending funding)
- Other projects identified during the “Imagine Kenmore” process
- Grant writing & administration

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

The consultant team will work on Parks projects and Surface Water projects. The work they do will potentially support:

Council Goal 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.

Council Goal 2: To continue to implement the Economic Development Plan with an emphasis on the following key points: Promote the image of Kenmore, Create a vibrant & walkable downtown, Support existing businesses, Advance the City’s connection to the waterfront

Council Goal 3: To continue to seek funding and mitigation for State impacts on the City’s transportation system.

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

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

Council Goal 6: To identify, develop, and actively promote a walkable area in downtown.

Council Goal 8: To continue to implement a Parks Improvement and Financial Plan



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Contract No. 16-C1583 to purchase and install the audio and visual equipment for the Town Green project.

Proposed Council Action/Motion: Authorize the City Manager to enter into Contract No. 16-C1583 with Jaymarc AV for the Town Green Project in the amount of \$105,218.27 plus a 10% contingency.

For Council Meeting Agenda of: September 12, 2016

Department: City Manager

Prepared by: Rob Karlinsey, City Manager

Initial & Date

Approved by Department Head: DS 9/2/16

Approved by City Attorney: N/A

Approved by Finance Director: me/g/2/16

Approved by City Manager: [Signature]

Exhibits/Attachments: N/A

Expenditure Required

\$4.260 Million (Total Projected Expenditures)

Amount Budgeted

\$4.265 million

Appropriation Required

NA

INFORMATION/BACKGROUND: The Town Green and Pavilion have been under construction over the last several months and is nearing completion. Several audio and visual components were designed into the facility during the design phase. These components were not included within the original construction bid with Skyward Construction, the contractor for the Town Green project, so a separate bid process was initiated to secure a contractor for the audio and visual components.

The project was advertised last June and bids were due on July 26th. The project was advertised in the local paper and several contractors were specifically solicited to provide a bid. However, no bids were received for this project at the bid closing time. Staff contacted Jaymarc AV who specializes in the installation of audio and visual equipment and requested they prepare a bid for the project. Jaymarc AV submitted a bid of \$105,218.27. The engineer's estimate for the work was \$98,325.

The contract will provide the Town Green Site with the following:

- 7-foot x 11-foot Projection screen with high definition laser projector
- 70 inch smart TV
- Full audio system with indoor and outdoor speakers strategically located for optimal sound quality
- Centralized control system
- Operating equipment with racks
- Training for staff
- 2-year service/maintenance agreement

Staff is requesting that Council authorize the City Manager to enter into Contract No. 16-C1583 with Jaymarc AV for the Town Green Project in the amount of \$105,218.27 plus a 10% contingency.

FISCAL CONSIDERATION: There is sufficient budget in the project to cover this contract.

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

Subject/Topic: Heavy Manufacturing Operations and Activities Discussion	For Council Meeting Agenda of: <u>September 12, 2016</u>																			
	Department: <u>Development Services</u>																			
	Prepared by: <u>Bryan Hampson</u>																			
Proposed Council Action/Motion: No action requested this evening. Council discussion with possible Council direction to City Manager.	<table border="0"> <tr> <td></td> <td align="right"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td align="right"><u>BA 9/1/16</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td align="right"><u>VIA EMAIL</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td align="right"><u>[Signature] 9/1/16</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td align="right"><u>[Signature]</u></td> </tr> <tr> <td colspan="2"> Exhibits/Attachments:</td> </tr> <tr> <td>Exhibit A:</td> <td>Ordinance No. 15-0403</td> </tr> <tr> <td>Exhibit B:</td> <td>WAC Chapter 173-60</td> </tr> <tr> <td>Exhibit C:</td> <td>Example of Noise Monitoring Report</td> </tr> </table>			<u>Initial & Date</u>	Approved by Department Head:	<u>BA 9/1/16</u>	Approved by City Attorney:	<u>VIA EMAIL</u>	Approved by Finance Director:	<u>[Signature] 9/1/16</u>	Approved by City Manager:	<u>[Signature]</u>	 Exhibits/Attachments:		Exhibit A:	Ordinance No. 15-0403	Exhibit B:	WAC Chapter 173-60	Exhibit C:	Example of Noise Monitoring Report
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 Exhibits/Attachments:																				
Exhibit A:	Ordinance No. 15-0403																			
Exhibit B:	WAC Chapter 173-60																			
Exhibit C:	Example of Noise Monitoring Report																			
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required NA																		
<u>INFORMATION/BACKGROUND:</u> On July 27, 2015, the Council adopted Ordinance No. 15-0403 (Exhibit A), which requires heavy manufacturing businesses and activities to comply with the maximum noise levels of WAC Chapter 173-60 (Exhibit B). Under WAC Chapter 173-60, maximum noise levels are measured in decibels, also referred to as dBA, at both the noise source property and the receiving property. For noise originating on an industrial property (the closest category to "heavy manufacturing property" in WAC Chapter 173-60), the maximum noise level at a receiving residential property is 60 decibels, except that between the hours of 10:00 p.m. and 7:00 a.m., the maximum noise level is 50 decibels. Since July 27, 2015, the City has received approximately five to ten noise complaints from two or three citizens regarding early morning noises coming from heavy manufacturing businesses. The City's policy is to advise citizen's to contact the police by calling 9-1-1 during nighttime hours. Noise levels of WAC Chapter 173-60 are measured by sound level meters. Neither the City nor City police officers have sound level meters. The Council should be aware that in addition to the problem of not having sound level meters, City police officers and City staff find it difficult in many situations when standing on residential property to identify accurately the heavy manufacturing business causing the noise. Attached is an example of a noise monitoring report that the City received on April 8, 2016 from a heavy manufacturing business (Exhibit C), pursuant to Ordinance No. 15-0403. The report states that the noise levels recorded by the businesses on their sound meters are dominated by traffic and other ambient noise, and that the noise levels from traffic and ambient noise are higher than the maximum noise levels of WAC Chapter 173-60 for noise originating from industrial businesses. Because of ambient noise, it is difficult to determine whether the noise originating from the heavy manufacturing business exceeds the maximum noise levels of WAC Chapter 173-60. Further, the City has noticed in some noise monitoring reports submitted by heavy manufacturing																				

businesses that heavy manufacturing noises which can be heard through the ambient noise are often below the maximum noise levels of WAC Chapter 173-60 for noise originating from industrial businesses.

If the Council desires to eliminate all noises emanating from heavy manufacturing businesses during the nighttime hours, one option would be to amend KMC 8.05.020 to prohibit sounds from heavy manufacturing operations and activities that are conducted outside of completely enclosed buildings during the hours of 11:00 p.m. and 5:00 a.m. seven days a week. If this amendment was adopted, City Police officers could respond to 9-1-1 calls during those nighttime hours, and after verifying the source of the noise, could issue a citation to the offending heavy manufacturing business. The penalty could be \$250.00 or less for the first offense, or \$1,000 or less for the second and subsequent offense within a 12-consecutive-month period, which is the current penalty under KMC 8.05.030, or could be greater, such as \$1,000 or less for the first offense, or \$2,000 or less for the second and subsequent offenses within a 12-consecutive-month period.

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.

EXHIBIT A

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; 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 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

EXHIBIT A

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 Enforcement and violations.

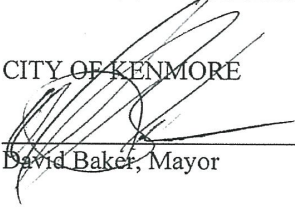
Violations of this chapter and the plan required by KMC 8.44.030 shall be processed pursuant to KMC Chapter 1.20.

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 sixty (60) days after the date of the publication.

EXHIBIT A

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

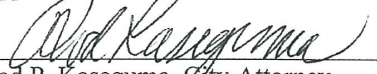
CITY OF KENMORE


David Baker, Mayor

ATTEST/AUTHENTICATED


Patty Saffrin, City Clerk

Approved as to form:


Rod P. Kaseguma, City Attorney

FILED WITH THE CITY CLERK: July 17, 2015
PASSED BY THE CITY COUNCIL: July 27, 2015
ORDINANCE NO. 15-0403
DATE OF PUBLICATION: July 31, 2015
EFFECTIVE DATE: September 29, 2015

EXHIBIT B

Chapter 173-60 WAC

Last Update: 12/6/00

MAXIMUM ENVIRONMENTAL NOISE LEVELSChapter 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.

EXHIBIT B

- (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)

EXHIBIT B

(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.

EXHIBIT B

(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](#):

EXHIBIT B

- (a) Sounds created by motor vehicles when regulated by chapter [173-62 WAC](#).
- (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

EXHIBIT B

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.]

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

EXHIBIT B

may appeal to the pollution control hearings board pursuant to chapter [43.21B](#) RCW under the procedures of chapter [371-08](#) WAC.

[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.]



EXHIBIT C
ENVIRONMENT
& HEALTH

March 29, 2016

Mr. Robert Burens
CalPortland – Kenmore RM Plant
6423 NE 175th Street
Kenmore, WA 98028

RECEIVED
APR 08 2016

CITY OF KENMORE

Re: February 2016 Compliance Noise Monitoring Results
Kenmore Concrete Plant
Kenmore, WA

Dear Robert,

As you requested, Ramboll Environ US Corporation (Ramboll Environ) measured sound levels of CalPortland's Kenmore concrete plant facility on February 10, 2016 during early morning operation. We took the measurement at a location on NE 181st Street representing the nearest residences on the hillside overlooking the facility. This measurement fulfills the requirements of the City of Kenmore Ordinance No. 15-0403, which establishes regulatory criteria and noise measurement procedures for heavy manufacturing businesses.

Ramboll Environ
19020 33rd Avenue West
Suite 310
Lynnwood, WA 98036
USA

T +1 425 412 1800
F +1 425 412 1840
www.ramboll-environ.com

Details and results of the sound level measurement follow.

Applicable Regulations

As stated above, the compliance noise measurements were conducted to fulfill the requirements of the City of Kenmore Ordinance No. 15-0403, which establishes regulatory criteria and noise measurement procedures for heavy manufacturing businesses. The ordinance specifies that the regulatory noise limits for this site are those identified in Chapter 173-60 of the Washington Administrative Code (WAC).

Chapter 173-60-040 establishes "maximum permissible" sound levels based on land uses. For industrial facilities affecting residential properties, the noise limits are displayed in **Table 1**. This compliance measurement was conducted for activities occurring between 5 and 7 AM, and the stricter nighttime noise limits apply.

Mr. Robert Burens
February 2016 Nighttime Compliance Noise Monitoring Results
March 29, 2016
Page 2 of 4

Table 1. Noise Limits for Industrial Source Affecting nearby Receivers (dBA)

Descriptor ^a	L ₂₅	L _{8.3}	L _{2.5}	L _{max}
Residential Receiver (Class A) ^b	60/50	65/55	70/60	75/65
^a See Attachment A for definitions of the noise descriptors ^b The operational noise limits for residential receivers are reduced by 10 dBA during nighttime hours (i.e., 10 PM to 7 AM weekdays). The operational noise limits are displayed for daytime/nighttime hours. Source: WAC 173-60-040				

Sound Level Equipment

Ramboll Environ conducted the February 2016 sound level measurements using a Brüel & Kjær 2250 (B&K2250) Class 1 sound level meter capable of recording 1-second histories, 1/3 octave band sound levels, and audio. The meter was field calibrated immediately prior to the measurement and calibrated at the factory within the previous year (factory calibration report is attached). The certifications of calibration for the sound level meter, microphone, and preamplifier are attached at the end of this letter (**Attachment A**). The microphone was mounted on a tripod at a height of approximately 5 feet above ground.

Ramboll Environ conducted the March 2016 background sound level measurements using a Larson Davis LxT (Class 1) sound level meter capable of recording 1-second histories and hourly intervals. The meter was field calibrated immediately prior to the measurement and calibrated at the factory prior to its purchase in December 2015. The microphone was mounted on a tripod at a height of approximately 5 feet above ground and secured to a nearby tree with a chain and lock.

Measurement Location

The sound level measurements were taken on the south side of NE 181st Street on the hillside overlooking the facility. This location represents the residences on the hillside nearest the facility. Please see the attached figure (**Attachment B**).

Weather Conditions

The weather during the February measurement period was partly cloudy and cool, with a temperature in the upper 40s °F. A light southeasterly wind (<5 mph) blew from the direction of the facility to the measurement location on the hillside.

The weather during the three-day March measurement period was variable and included dry periods and light rain, temperatures in the upper 30s to low 50s °F, and variable wind speeds and direction over the measurement period.

Mr. Robert Burens**February 2016 Nighttime Compliance Noise Monitoring Results****March 29, 2016****Page 3 of 4****Equipment in Operation**

During the February 2016 sound level measurement, the following equipment was in operation:

- Concrete Plant
- Two Front-end loaders handling product
- Conveyors moving and stockpiling product
- Trucks arriving, loading concrete, and departing

Sound Level Measurement Results

On February 10, 2016, Ramboll Environ captured background sound levels, prior to operation of the CalPortland facility, between approximately 4:39 and 5:10 AM. Ramboll Environ then measured sound levels of the CalPortland facility between approximately 5:10 and 7 AM. The dominant noise source during the measurement period was traffic traveling on State Route 522 (SR522). The second most dominant source was traffic on NE 181st Street. Other noise sources noted during the measurement included equipment and backup alarms at the CalPortland facility.

Because of the almost constant noise produced by traffic on SR522, it was not feasible to discretely define sound levels produced by the CalPortland concrete plant and associated equipment. In addition, it was apparent that the background traffic sound levels markedly increased during the course of the measurement period, which meant that we could not estimate facility noise by simply subtracting out the background sound levels measured from 4:39 to 5:10 AM. Therefore, Ramboll Environ revisited the area from March 15 through 18, 2016 to capture background sound levels during the nighttime and early morning hours, when no activity at CalPortland was occurring.

Comparison of the sound levels measured during operation of the facility in February and during no activities in March reveal that the sound levels between 5 and 7 AM were very similar with and without the CalPortland facility in operation. As a matter of fact, the measured L_{eq} levels when no operations were occurring were approximately 0.5 to 0.6 dBA higher than the levels during operation of the facility (**Table 2**). Therefore, no definite conclusion can be drawn regarding the actual sound level of the CalPortland facility between 5 and 7 AM. However, we expect that sound levels from operation of the facility are at least 10 dBA quieter than the background sound levels and have virtually no effect on them.



EXHIBIT C

Mr. Robert Burens
February 2016 Nighttime Compliance Noise Monitoring Results
March 29, 2016
Page 4 of 4

Table 2. Measured Sound Levels (dBA)

Location	Date Time	Operating?	Leq	L25	L8.3	L2.5	Lmax
NE 181 st Street	Feb 2016 4:39 – 5 AM	No	57	58	61	62	70
	March 2016 4 – 5 AM ^(a)	No	57	58	62	64	69
	Feb 2016 5 – 6 AM	Yes	62	63	65	67	72
	March 2016 5 – 6 AM ^(a)	No	63	64	66	68	73
	Feb 2016 6 – 7 AM	Yes	65	66	67	69	85 ^(b)
	March 2016 6 – 7 AM ^(a)	No	66	67	68	69	77

^(a) The level shown is the lowest measured sound level for that hourly interval during the three-day measurement period.

^(b) This maximum level was not due to activities or equipment at the CalPortland facility.

Conclusion

The observed and measured ambient sound levels in the project vicinity were dominated by traffic noise during the measurement period, and it was not feasible to extract noise related to the CalPortland facility from the overall sound level. However, comparison of the measured sound levels with and without the facility in operation indicates that the facility is unlikely to result in an increase in sound levels between 5 and 7 AM. Therefore, the facility cannot be shown to be out of compliance with the nighttime noise limit of 50 dBA.

Please call me (425-412-1807) if you have any questions regarding the above material.

Yours sincerely

Kristen Wallace
 Senior Manager

D +1 (425) 412-1807
 M +1 (206) 794-6011
kwallace@ramboll.com

cc: Pete Stoltz, CalPortland Company

EXHIBIT C

ATTACHMENT A

SOUND LEVEL METER CALIBRATION RECORDS

Brüel & Kjær

North America Inc.
The Brüel & Kjær Calibration Laboratory
2815 Colonnades Court
Norcross, GA 30071-1588
Telephone: 770/209-6907
Fax: 770/447-4033
Web site address: <http://www.bkhome.com>

EXHIBIT C

Calibration
Certificate
Number
1568.01

CERTIFICATE OF CALIBRATION

Certificate No: CAS-92091-J9S5M5-801

Page 1 of 9

CALIBRATION OF:

Sound Level Meter:	Brüel & Kjær	2250	Serial No: 2630238
Microphone:	Brüel & Kjær	4189	Serial No: 2919404
Preamplifier:	Brüel & Kjær	ZC-0032	Serial No: 14466
Supplied Calibrator:	Brüel & Kjær	4231	Serial No: 3005800
Software version:	BZ7222 Version 4.0.2		

CLIENT:

Ramboll Environ
19020 33rd Avenue West
Lynnwood, WA 98036

CALIBRATION CONDITIONS:

Preconditioning: 4 hours at 23 ± 3 °C
Environment conditions See actual values in Environmental Condition sections

SPECIFICATIONS:

This document certifies that the instrument as listed under "Model/Serial Number" has been calibrated and unless otherwise indicated under "Final Data", meets acceptance criteria as prescribed by the referenced Procedure. The reported expanded uncertainty is based on the standard uncertainty multiplied by a coverage factor $k = 2$ providing a level of confidence of approximately 95%. Statements of compliance, where applicable, are based on calibration results falling within specified criteria with no reduction by the uncertainty of the measurement. The calibration of the listed instrumentation, was accomplished using a test system which conforms with the requirements of ISO/IEC 17025, ANSI/NCCL Z540-1, and ISO 10012-1. For "as received" and/or "final" data, see the attached page(s). Items marked with one asterisk (*) are not covered by the scope of the current A2LA accreditation. This Certificate and attached data pages shall not be reproduced, except in full, without the written approval of the Brüel and Kjær Calibration Laboratory-Norcross, GA. Results relate only to the items tested. This instrument has been calibrated using Measurement Standards with values traceable to the National Institute of Standards and Technology, National Measurement Institutes or derived from natural physical constants.

PROCEDURE:

Brüel and Kjær Model 3630 Sound Level Meter Calibration System Software 7763 Version 5.0 - DB: 5.10 Test Collection 2250-4189.

RESULTS:

As Received Condition	As Received Data	Final Data
☒ Received in good condition	☒ Within acceptance criteria	☒ Within acceptance criteria
☐ Damaged - See attached report	☐ Outside acceptance criteria	☐ Limited test - See attached details
	☐ Inoperative	
	☐ Data not taken	

Date of Calibration: 17 Nov. 2015

Certificate issued: 17 Nov. 2015

Debra Wilson

Calibration Technician

Quality Representative

EXHIBIT C

CERTIFICATE OF CALIBRATION

Certificate No: CAS-92091-J9S5M5-801

Page 2 of 9

Summary

Preliminary inspection	<u>Passed</u>
Environmental conditions, Prior to calibration	<u>Passed</u>
Reference information	<u>Passed</u>
Indication at the calibration check frequency	<u>Passed</u>
Self-generated noise, Microphone installed	<u>Passed</u>
Acoustical signal tests of a frequency weightings, C weighting	<u>Passed</u>
Self-generated noise, Electrical	<u>Passed</u>
Electrical signal tests of frequency weightings, A weighting	<u>Passed</u>
Electrical signal tests of frequency weightings, C weighting	<u>Passed</u>
Electrical signal tests of frequency weightings, Z weighting	<u>Passed</u>
Frequency and time weightings at 1 kHz	<u>Passed</u>
Level linearity on the reference level range, Upper	<u>Passed</u>
Level linearity on the reference level range, Lower	<u>Passed</u>
Toneburst response, Time-weighting Fast	<u>Passed</u>
Toneburst response, Time-weighting Slow	<u>Passed</u>
Toneburst response, LAE	<u>Passed</u>
Peak C sound level, 8 kHz	<u>Passed</u>
Peak C sound level, 500 Hz	<u>Passed</u>
Overload indication	<u>Passed</u>
Environmental conditions, Following calibration	<u>Passed</u>

The sound level meter submitted for periodic testing successfully completed the class 1 tests of IEC 61672-3:2006, for the environmental conditions under which the tests were performed. However, no general statement or conclusion can be made about conformance of the sound level meter to the full requirements of IEC 61672-1:2002 because evidence was not publicly available, from an independent testing organization responsible for pattern approvals, to demonstrate that the model of sound level meter fully conformed to the requirements in IEC 61672-1:2002 and because the periodic test of IEC 61672-3:2006 cover only a limited subset of the specifications in IEC 61672-1:2002.

Conformance to the requirements of IEC 61672-3:2006, is demonstrated when the measured deviations extended by the actual expanded uncertainties of measurement, do not exceed the applicable tolerance limits given in IEC 61672-1:2002. (as specified in IEC 61672-3:2006 § 4.1)

○ EXHIBIT C

ATTACHMENT B

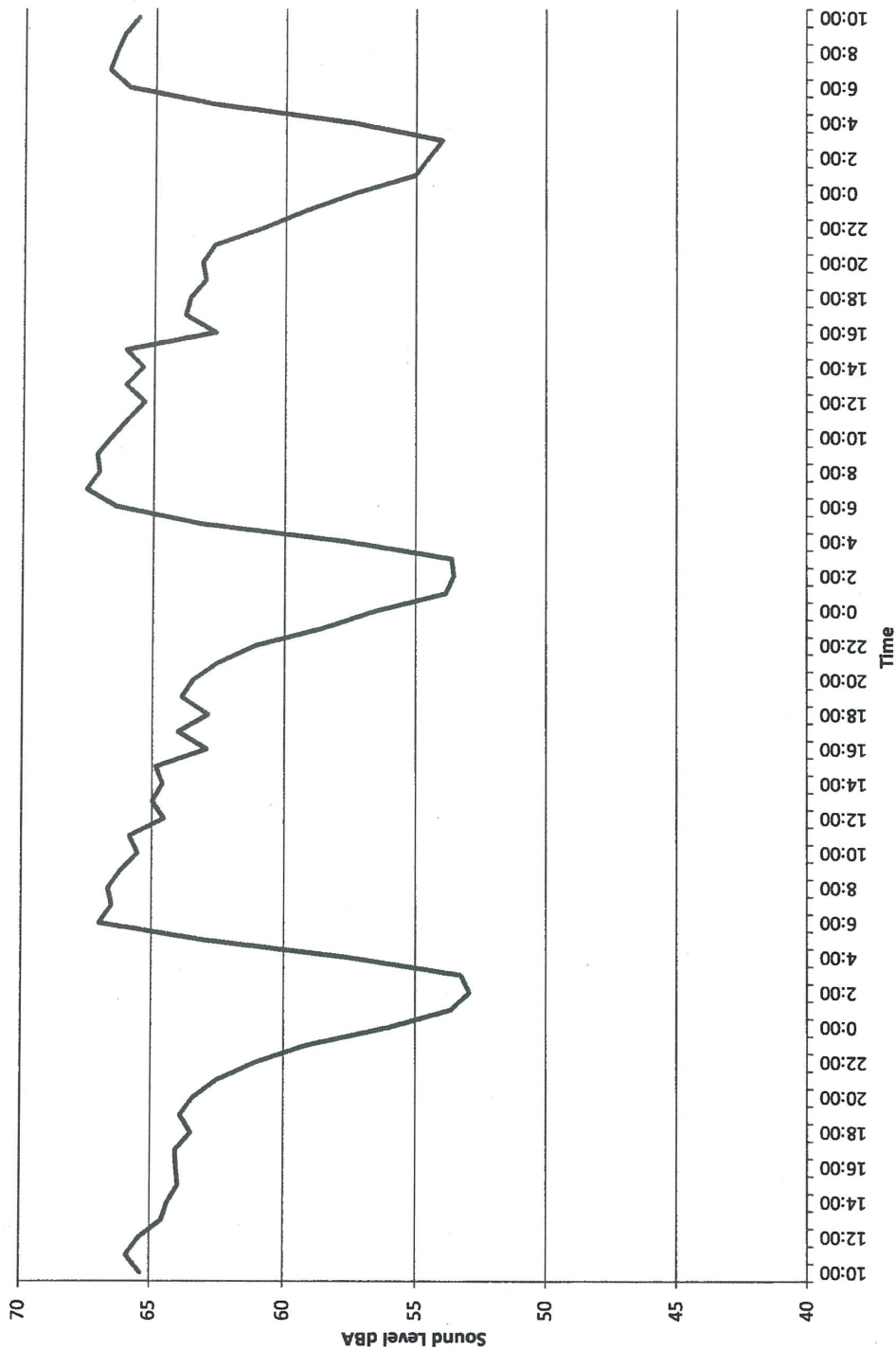
PLANT AND SLM LOCATION FIGURE



EXHIBIT C

NON-OPERATIONAL DAY

SLMs - NE 181st Street
March 15-18, 2016



Subject/Topic:
June 2016 Financial Report Presentation

Department: Finance and Administration

Proposed Council Action/Motion:
Receive and File June 2016 Financial Report for
the City of Kenmore, Washington

June 2016 Financial Report for the City of Kenmore,
Washington.

2 SEPT 2016

Appropriation Required N/A

Also attached for Council review are the Performance and Workload Measures for all departments as of June, 2016.

Nationally, the unemployment rate published by the Bureau of Labor Statistics dropped to 4.9% as of June. It has been eight years since the unemployment rate was that low.

The Dow Jones closed at 17,929, only 504 points higher than the 17,425 close in December. The CIP-W as of June, compared to June 2015 was 2%.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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.



PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: August 4, 2016
RE: June 2016 Financial Reports for the City of Kenmore, Washington

June 2016 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
- Investment Schedule
- Cash and Investment Report
- 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
- Workload and Performance Measures June 2016

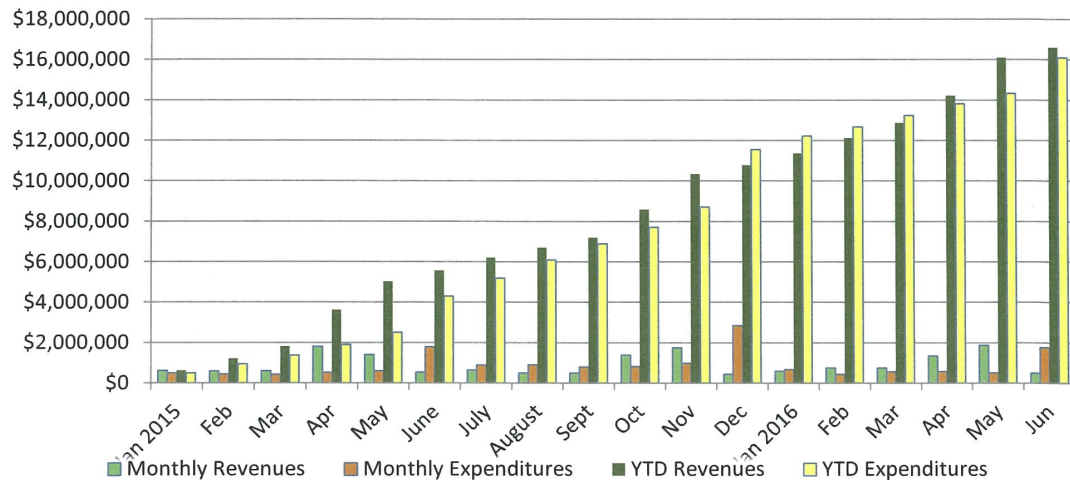
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

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, June is the eighteenth month (75%) of the 2015-2016 biennial budget period. For the month of June, expenditures exceeded revenues in the General Fund by \$1,268,531. The general fund expenditures are high this month because the King County Sheriff's office billed us for the first five months of the contract in June. During the biennium revenues exceed expenditures by \$497,452.

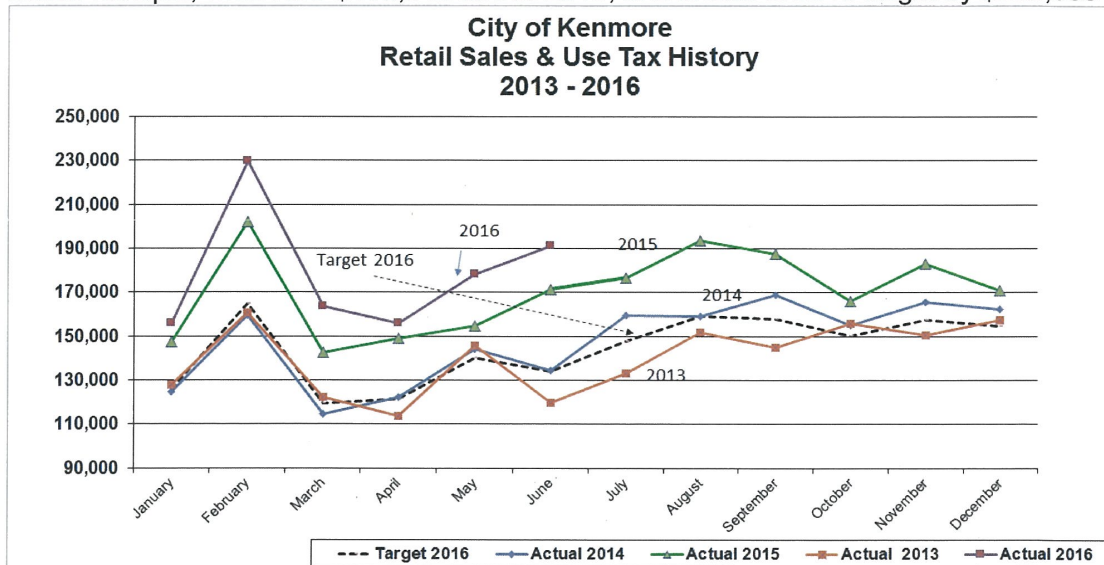
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through June 2016.

City of Kenmore, Washington
Monthly Financial Report
June 2016



Total **revenues** for the month were **\$502,973**. Biennium to date revenues are \$16,595,876, which is 78.8% of the amended budgeted revenues of \$21,048,270. Primary sources of revenue for the month included property taxes in the amount of \$12,749, development fees & permits in the amount of \$99,548, retail sales and use taxes in the amount of \$191,343, and utility taxes in the amount of \$86,641.

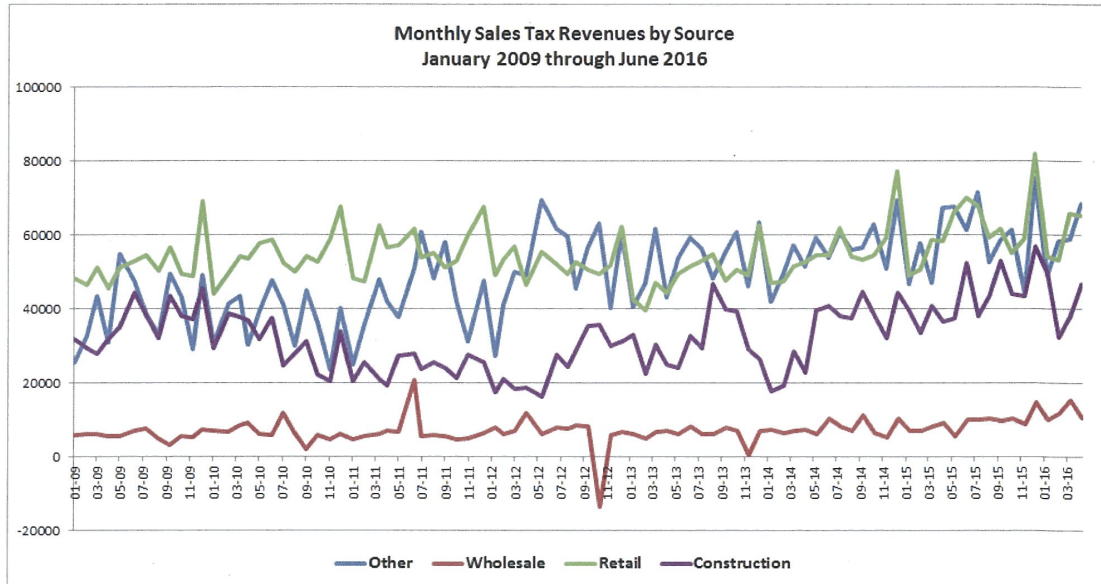
A summary of sales tax revenues received in June is attached. These receipts are based on April sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2016 line is a monthly average of actual receipts during 2013, 2014, and 2015. The purple line represents 2016 actual receipts, which are \$106,948 above 2015, and ahead of 2016 target by \$268,653



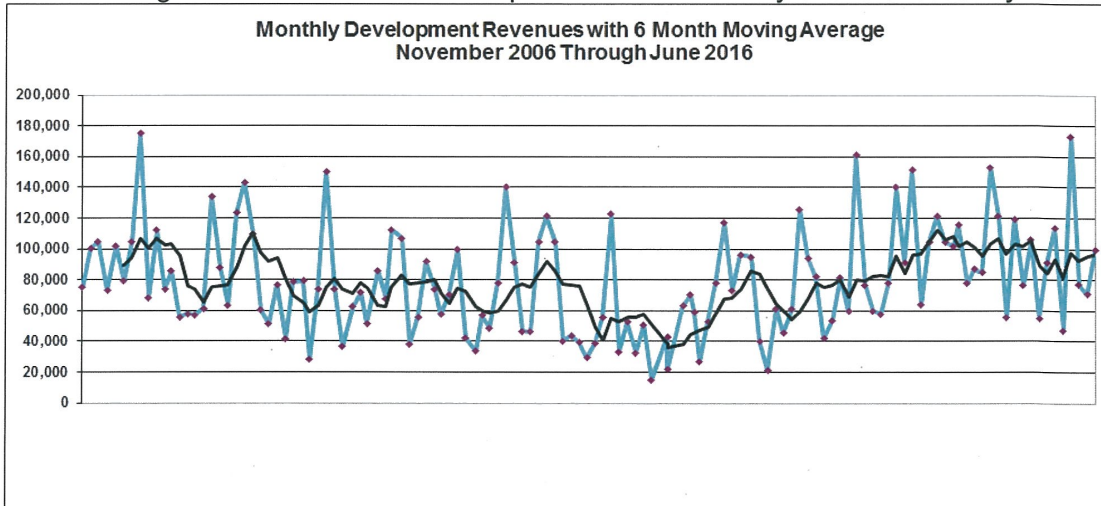
The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through June 2016.

I:\Admin & Finance\Monthly Reports\2016\June.docx

City of Kenmore, Washington
Monthly Financial Report
June 2016



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



June 2016 expenditures were **\$1,771,504**. Biennium to date expenditures are \$16,098,424, which is 70.7% of the amended biennial budget expenditures of \$22,772,720.

Total City cash (\$8,421,392) and long term investments (\$11,839,801), at the end of June, totaled \$20,261,193. 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
June 2016

Total non-General Fund revenues were \$1,237,204 and total non-General Fund expenditures were \$1,604,322.

In the **Street Fund** revenue from gas tax distributions was \$43,246. \$63,918 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund** expenditures were \$509,061 for SR 522 West A construction. The fund received \$765,926 in grant reimbursements related to SR 522 West A project. The fund also received \$55,043 in reimbursements related to the Sammamish Bridge replacement project and \$25,017 in reimbursements for sidewalk and other street improvements.

The **Park Impact Fee** fund received \$23,085 in revenues during the month.

There was \$108,875 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$167,575 of real estate excise taxes (REET) in June from sales activity that occurred in May. 64 transactions were reported this month. The 2016 year to date revenue exceeds the 2015 revenue by \$113,156 and by the 2016 Target by \$284,018.

The **Kenmore Village** Fund expended \$518,832 during the month for the Town Green project.

The **Transportation Benefit District** Fund received \$28,195 in vehicle license fees during June bringing the total for the biennium to \$478,600.

SUMMARY

This concludes the financial report for the City of Kenmore as of **June 30, 2016**. 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
June 30, 2016



	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	June 2016	2015-2016	BUDGET	2015-2016	June 2014	2013-2014	BUDGET	2013-2014
REVENUES								
Beginning Fund Balance		4,233,568		4,221,475				5,525,153
Property Taxes	12,749	6,903,788	77.1%	8,948,766	16,309	6,605,360	77.3%	8,542,053
Sales and Use Taxes	237,490	3,950,069	84.0%	4,700,532	173,664	3,191,490	80.6%	3,960,331
Utility Taxes	86,641	1,866,813	67.6%	2,763,390	100,064	2,119,115	72.0%	2,942,395
Other Taxes	0	126,174	111.9%	112,720	676	73,242	119.5%	61,300
Development Fees & Permits	99,548	1,724,014	88.3%	1,951,432	91,496	1,392,794	95.1%	1,465,185
Franchise Fees	0	1,224,236	86.1%	1,422,160	0	458,320	46.2%	992,405
Intergovernmental and Grants	60,464	627,257	88.7%	707,370	68,662	551,289	86.2%	639,866
Investment Interest	5,165	87,599	172.8%	50,700	5,927	77,719	133.1%	58,400
Fines and Forfeitures	-158	-5,888	0.0%	0	5	-1,905	n/a	0
Transfers and Other Revenues	1,074	91,814	23.5%	391,200	4,586	414,817	72.5%	572,536
Total Revenues	502,973	16,598,876	78.8%	21,048,270	461,389	14,882,242	77.4%	19,234,471

Total Revenues & Beginning Fund Balance	20,829,443	25,269,745	24,759,624
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	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH	BIENNIUM TO DATE	% of	BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	June	2015-2016	BUDGET	2015-2016	June 2014	2013-2014	BUDGET	2013-2014
EXPENDITURES								
Cost Center								
City Council	7,846	245,235	74.7%	328,435	4,830	159,280	73.2%	217,644
City Manager	112,548	2,123,685	66.9%	3,173,222	71,202	1,566,462	87.2%	1,796,600
City Clerk	9,757	249,585	89.9%	277,683	7,317	152,218	28.4%	536,261
Finance	35,499	1,180,529	88.0%	1,342,155	25,846	483,920	75.7%	639,213
Legal	64,144	368,507	83.8%	440,000	1,016	324,137	65.6%	494,285
Non-Departmental *	0	0	0.0%	0	30,568	1,269,459	82.8%	1,532,818
Interfund Transfers	0	1,666,216	52.0%	3,202,671	0	3,316,000	212.0%	1,564,000
Public Safety	1,321,649	5,747,844	71.2%	8,076,115	1,371,468	5,374,259	74.9%	7,179,563
Engineering & Environmental Services	57,223	1,358,154	88.9%	1,527,950	61,365	1,021,418	97.7%	1,045,741
Community Development	37,430	626,916	75.5%	830,030	36,003	716,523	100.5%	712,632
Developmental Services	56,914	1,346,545	83.1%	1,620,050	59,653	957,320	63.8%	1,501,147
Parks & Facility Maintenance	68,493	1,185,208	60.6%	1,954,409	49,260	979,434	57.8%	1,695,042
Total Expenditures	1,771,504	16,098,424	70.7%	22,772,720	1,718,528	16,320,430	86.3%	18,914,946
Ending Fund Balance		4,731,019		2,497,025			0.0%	5,844,678

Total Expenditures and Ending Fund Balance	20,829,443	25,269,745	24,759,624
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*Non-Departmental expenditures have been moved to other General Fund Cost Centers

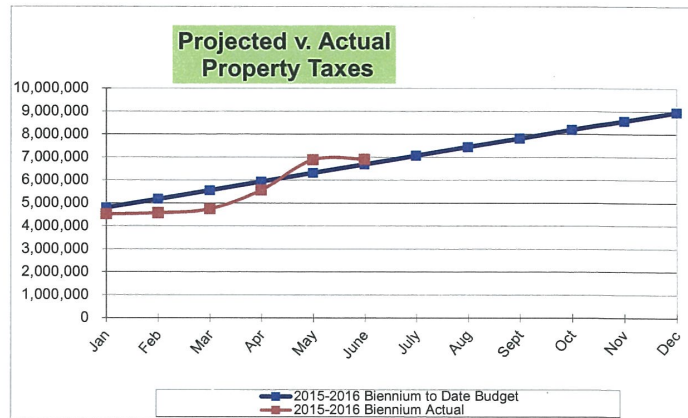
**City of Kenmore, Washington
General Fund Revenue Graphs
June 30, 2016**

PROPERTY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	4,427,247	4,511,047
Jan	4,804,040	4,525,700
Feb	5,180,834	4,582,137
Mar	5,557,627	4,749,727
Apr	5,934,420	5,566,829
May	6,311,213	6,891,038
June	6,688,007	6,903,787
July	7,064,800	
Aug	7,441,593	
Sept	7,818,386	
Oct	8,195,180	
Nov	8,571,973	
Dec	8,948,766	
2015-16	8,948,766	

Year To Date
Actual v. Projected

103%

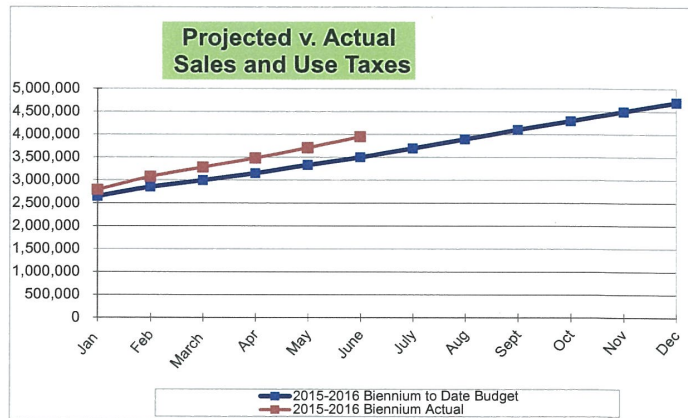


SALES, USE, CRIM JUSTICE TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	2,491,685	2,592,076
Jan	2,650,828	2,792,417
Feb	2,853,765	3,080,971
March	3,000,413	3,286,344
Apr	3,153,514	3,484,605
May	3,333,030	3,712,580
June	3,501,714	3,950,070
July	3,696,509	
Aug	3,895,328	
Sept	4,102,013	
Oct	4,294,991	
Nov	4,500,931	
Dec	4,700,532	
2015-16	4,700,532	

Year To Date
Actual v. Projected

113%

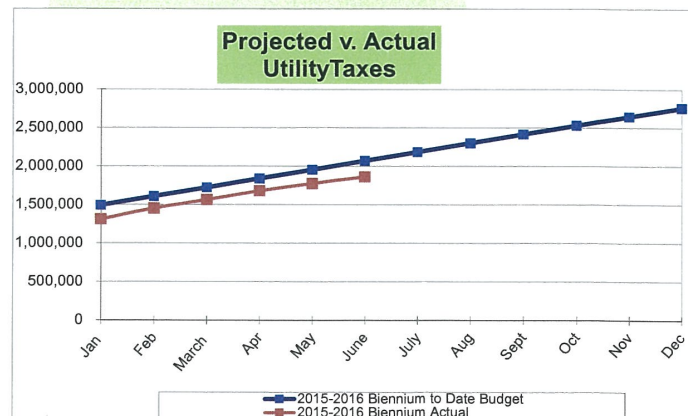


UTILITY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,381,695	1,185,774
Jan	1,496,836	1,316,335
Feb	1,611,978	1,457,296
March	1,727,119	1,570,026
Apr	1,842,260	1,684,213
May	1,957,401	1,780,173
June	2,072,543	1,866,813
July	2,187,684	
Aug	2,302,825	
Sept	2,417,966	
Oct	2,533,108	
Nov	2,648,249	
Dec	2,763,390	
2015-16	2,763,390	

Year To Date
Actual v. Projected

90%



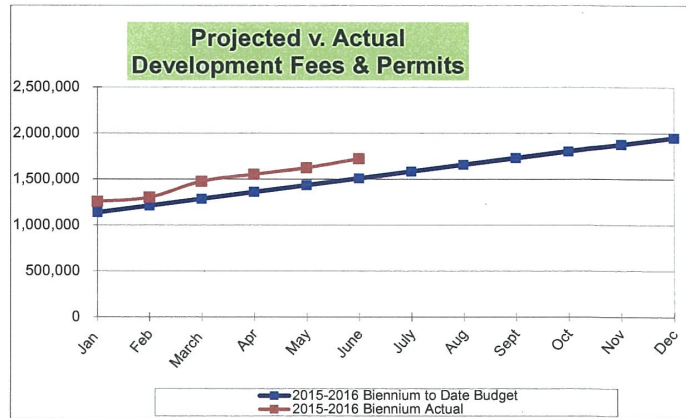
**City of Kenmore, Washington
General Fund Revenue Graphs
June 30, 2016**

DEVELOPMENT FEES & PERMITS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,064,606	1,142,955
Jan	1,138,508	1,256,352
Feb	1,212,410	1,303,426
March	1,286,313	1,476,673
Apr	1,360,215	1,553,688
May	1,434,117	1,624,466
June	1,508,019	1,724,014
July	1,581,921	
Aug	1,655,823	
Sept	1,729,726	
Oct	1,803,628	
Nov	1,877,530	
Dec	1,951,432	
2015-16	1,951,432	

Year To Date
Actual v. Projected

114%

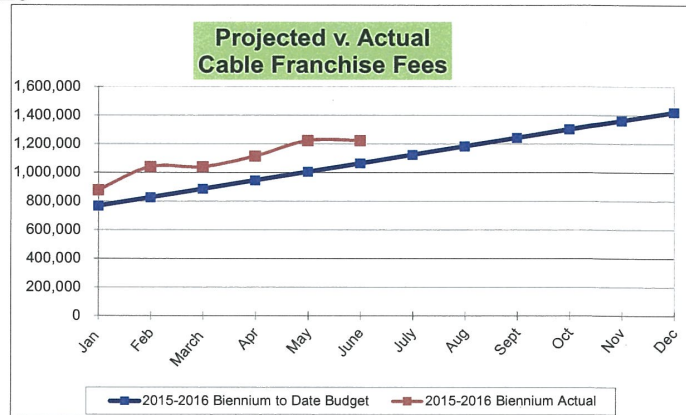


CABLE/WATER/SEWER FRANCHISE FEES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	708,000	802,881
Jan	767,513	879,309
Feb	827,027	1,040,965
March	886,540	1,040,965
Apr	946,053	1,115,715
May	1,005,567	1,224,237
June	1,065,080	1,224,237
July	1,124,593	
Aug	1,184,107	
Sept	1,243,620	
Oct	1,303,133	
Nov	1,362,647	
Dec	1,422,160	
2015-16	1,422,160	

Year To Date
Actual v. Projected

115%

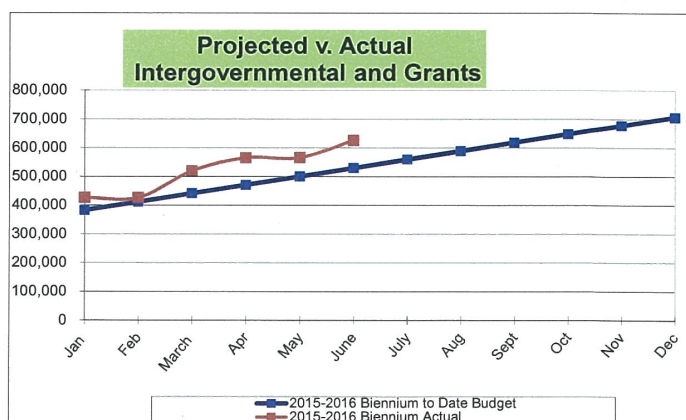


INTERGOVERNMENTAL & GRANTS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	353,685	387,283
Jan	383,159	427,322
Feb	412,633	427,322
March	442,106	520,174
Apr	471,580	565,989
May	501,054	566,793
June	530,528	627,257
July	560,001	
Aug	589,475	
Sept	618,949	
Oct	648,423	
Nov	677,896	
Dec	707,370	
2015-16	707,370	

Year To Date
Actual v. Projected

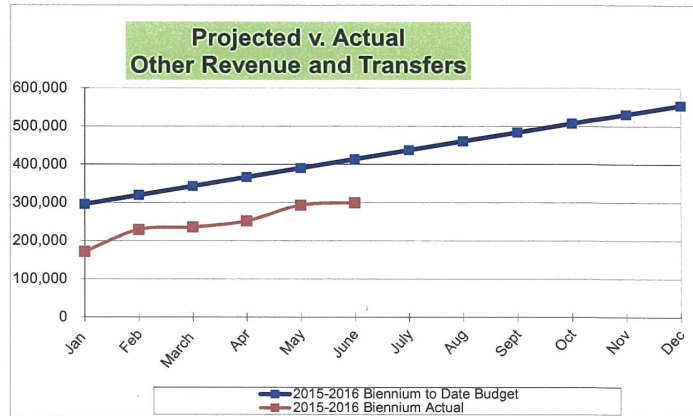
118%



**City of Kenmore, Washington
General Fund Revenue Graphs
June 30, 2016**

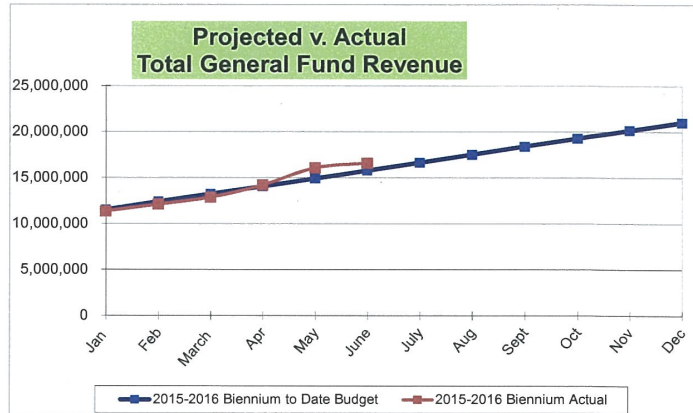
OTHER REVENUES AND TRANSFERS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	272,810	159,157
Jan	296,294	171,910
Feb	319,778	229,302
March	343,263	236,342
Apr	366,747	252,203
May	390,231	293,617
June	413,715	299,699
July	437,199	
Aug	460,683	
Sept	484,168	
Oct	507,652	
Nov	531,136	
Dec	554,620	
2015-16	554,620	
Year To Date		
Actual v. Projected		72%



TOTAL GENERAL FUND REVENUE

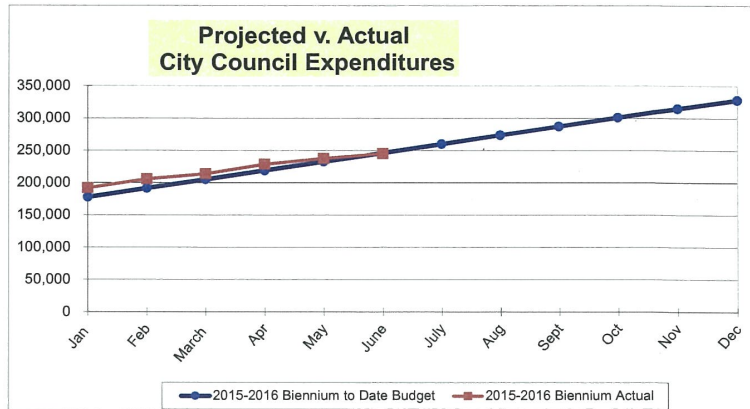
	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	11,537,179	11,369,345
Feb	12,418,424	12,121,418
March	13,243,380	12,880,252
Apr	14,074,789	14,223,243
May	14,932,612	16,092,903
June	15,779,604	16,595,876
July	16,652,707	
Aug	17,529,834	
Sept	18,414,827	
Oct	19,286,114	
Nov	20,170,361	
Dec	21,048,270	
Year To Date		
Actual v. Projected		105%



**City of Kenmore, Washington
General Fund Expenditure Graphs
June 30, 2016**

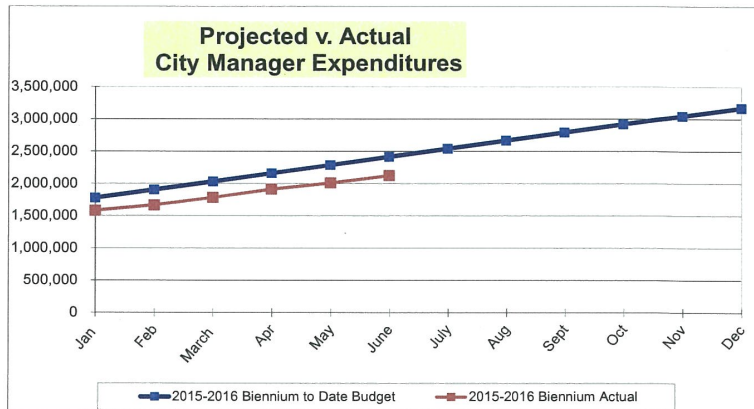
CITY COUNCIL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	163,989	156,472
Jan	177,693	191,957
Feb	191,397	205,736
March	205,101	213,838
Apr	218,804	228,817
May	232,508	237,389
June	246,212	245,235
July	259,916	
Aug	273,620	
Sept	287,324	
Oct	301,027	
Nov	314,731	
Dec	328,435	
2015-16	328,435	
Year To Date		
Actual v. Projected		100%



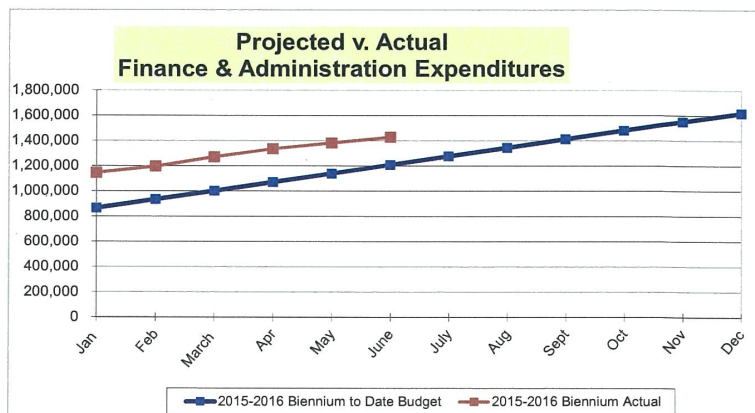
CITY MANAGER

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	1,652,808	1,482,207
Jan	1,779,509	1,582,540
Feb	1,906,210	1,667,211
March	2,032,912	1,785,525
Apr	2,159,613	1,913,330
May	2,286,314	2,011,136
June	2,413,015	2,123,685
July	2,539,716	
Aug	2,666,417	
Sept	2,793,119	
Oct	2,919,820	
Nov	3,046,521	
Dec	3,173,222	
2015-16	3,173,222	
Year To Date		
Actual v. Projected		88%



FINANCE & ADMINISTRATION

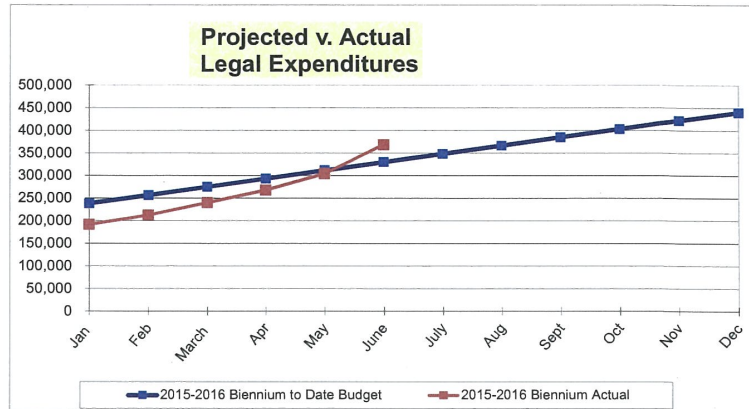
	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	798,363	909,180
Jan	866,819	1,147,482
Feb	935,276	1,198,175
March	1,003,732	1,272,737
Apr	1,072,188	1,337,334
May	1,140,644	1,384,857
June	1,209,101	1,430,113
July	1,277,557	
Aug	1,346,013	
Sept	1,414,469	
Oct	1,482,926	
Nov	1,551,382	
Dec	1,619,838	
2015-16	1,619,838	
Year To Date		
Actual v. Projected		118%



**City of Kenmore, Washington
General Fund Expenditure Graphs
June 30, 2016**

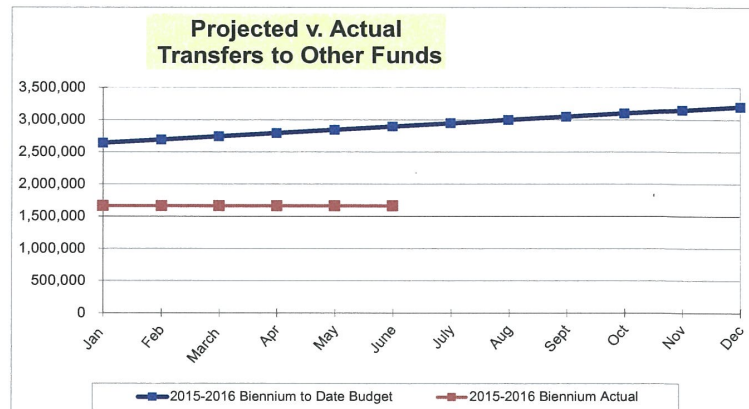
LEGAL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	220,000	189,956
Jan	238,333	192,069
Feb	256,667	212,773
March	275,000	240,324
Apr	293,333	267,991
May	311,667	304,364
June	330,000	368,508
July	348,333	
Aug	366,667	
Sept	385,000	
Oct	403,333	
Nov	421,667	
Dec	440,000	
2015-16	440,000	
Year To Date Actual v. Projected		112%



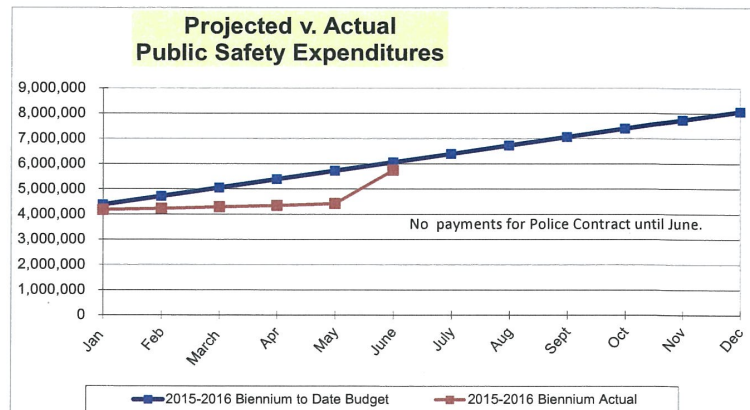
TRANSFERS TO OTHER FUNDS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	2,588,786	1,666,216
Jan	2,639,943	1,666,216
Feb	2,691,100	1,666,216
March	2,742,257	1,666,216
Apr	2,793,414	1,666,216
May	2,844,571	1,666,216
June	2,895,729	1,666,216
July	2,946,886	
Aug	2,998,043	
Sept	3,049,200	
Oct	3,100,357	
Nov	3,151,514	
Dec	3,202,671	
2015-16	3,202,671	
Year To Date Actual v. Projected		58%



PUBLIC SAFETY

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	4,051,177	4,152,022
Jan	4,386,589	4,187,043
Feb	4,722,000	4,241,000
March	5,057,412	4,299,830
Apr	5,392,823	4,357,174
May	5,728,235	4,426,195
June	6,063,646	5,747,844
July	6,399,058	
Aug	6,734,469	
Sept	7,069,881	
Oct	7,405,292	
Nov	7,740,704	
Dec	8,076,115	
2015-16	8,076,115	
Year To Date Actual v. Projected		95%

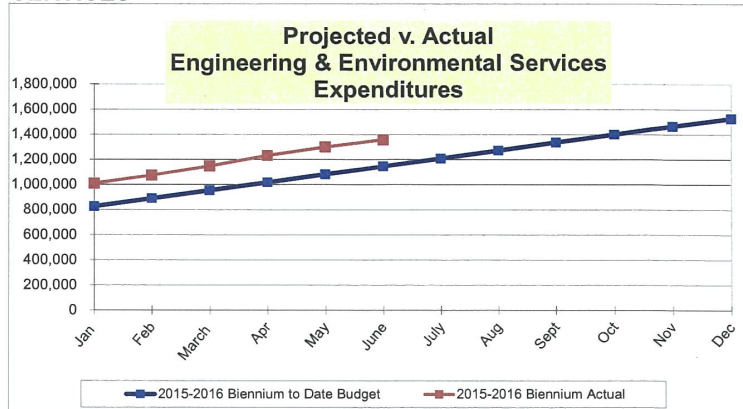


City of Kenmore, Washington
General Fund Expenditure Graphs
June 30, 2016
ENGINEERING & ENVIRONMENTAL SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	763,129	937,886
Jan	826,864	1,010,654
Feb	890,599	1,075,095
March	954,334	1,149,254
Apr	1,018,069	1,231,968
May	1,081,804	1,300,931
June	1,145,540	1,358,154
July	1,209,275	
Aug	1,273,010	
Sept	1,336,745	
Oct	1,400,480	
Nov	1,464,215	
Dec	1,527,950	
2015-16	1,527,950	

Year To Date
 Actual v. Projected

119%

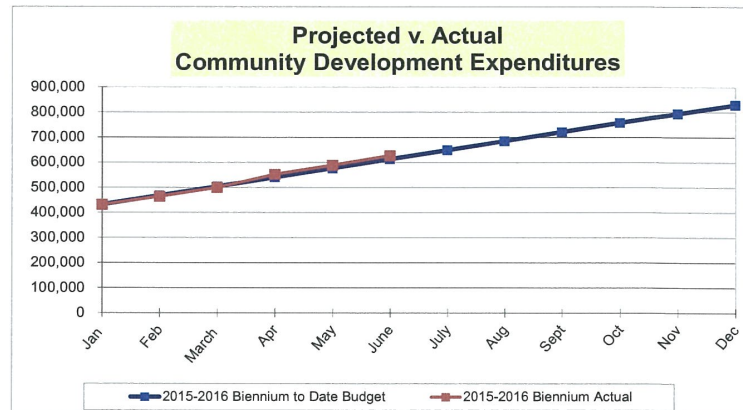


COMMUNITY DEVELOPMENT

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	395,834	401,776
Jan	432,017	431,552
Feb	468,200	464,237
March	504,383	500,153
Apr	540,566	552,279
May	576,749	589,485
June	612,932	626,915
July	649,115	
Aug	685,298	
Sept	721,481	
Oct	757,664	
Nov	793,847	
Dec	830,030	
2015-16	830,030	

Year To Date
 Actual v. Projected

102%

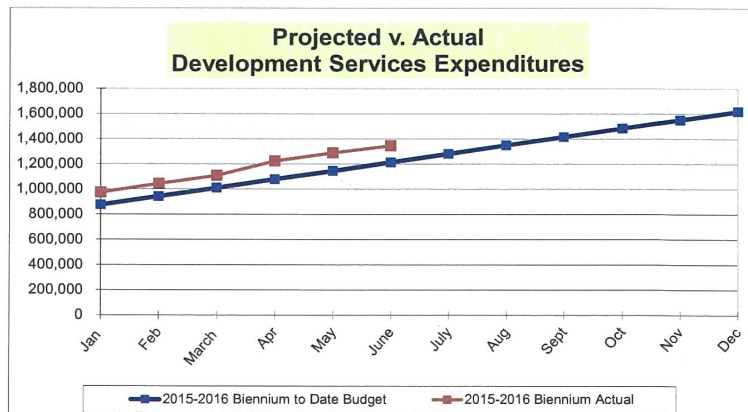


DEVELOPMENT SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	808,496	855,249
Jan	876,126	976,587
Feb	943,755	1,045,721
March	1,011,385	1,110,942
Apr	1,079,014	1,224,521
May	1,146,644	1,289,630
June	1,214,273	1,346,544
July	1,281,903	
Aug	1,349,532	
Sept	1,417,162	
Oct	1,484,791	
Nov	1,552,421	
Dec	1,620,050	
2015-16	1,620,050	

Year To Date
 Actual v. Projected

111%



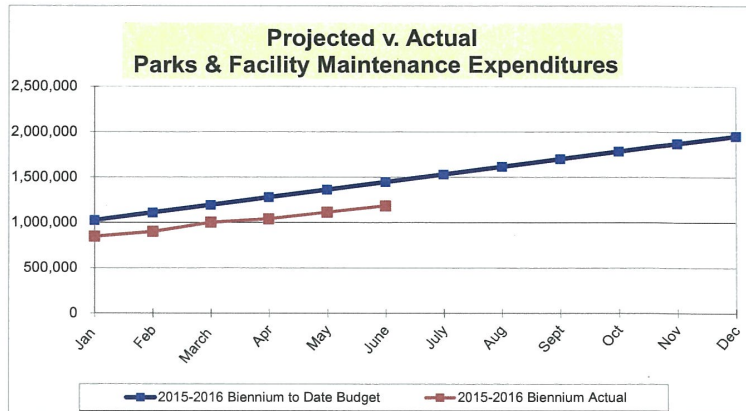
**City of Kenmore, Washington
General Fund Expenditure Graphs
June 30, 2016**

PARKS & FACILITY MAINTENANCE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
2015	941,427	802,859
Jan	1,025,842	847,373
Feb	1,110,257	901,839
March	1,194,673	1,003,905
Apr	1,279,088	1,040,940
May	1,363,503	1,116,715
June	1,447,918	1,185,208
July	1,532,333	
Aug	1,616,748	
Sept	1,701,164	
Oct	1,785,579	
Nov	1,869,994	
Dec	1,954,409	
2015-16	1,954,409	

Year To Date
Actual v. Projected

82%

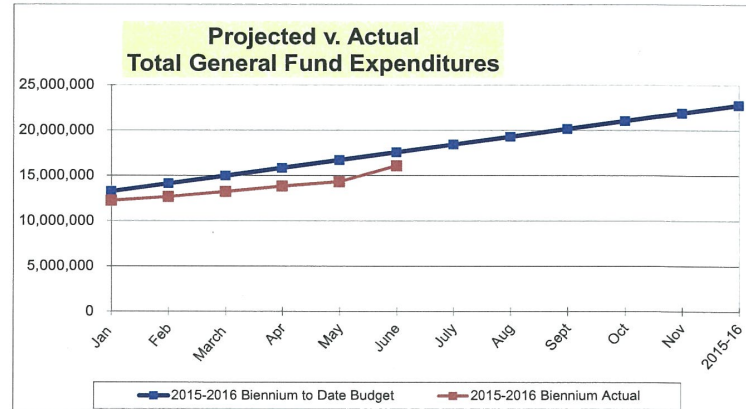


TOTAL GENERAL FUND EXPENDITURES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	13,249,735	12,233,472
Feb	14,115,461	12,678,004
March	14,981,187	13,242,725
Apr	15,846,913	13,820,571
May	16,712,639	14,326,920
June	17,578,365	16,098,424
July	18,444,090	
Aug	19,309,816	
Sept	20,175,542	
Oct	21,041,268	
Nov	21,906,994	
2015-16	22,772,720	

Year To Date
Actual v. Projected

92%



City of Kenmore, Washington
Street Fund Summary Report
June 30, 2016

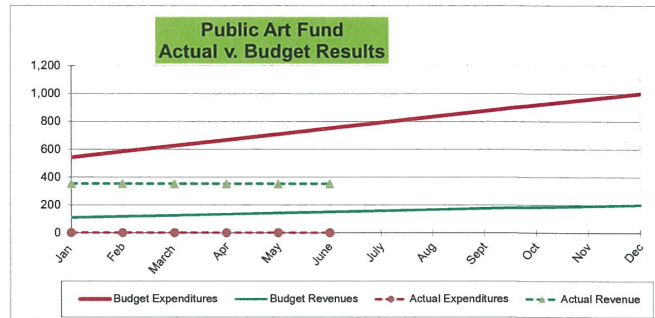


	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>June 2016</u>	<u>2015-2016</u>	<u>BUDGET</u>	<u>2015-2016</u>
<u>REVENUES</u>				
Beginning Fund Balance		899,288		899,288
Fuel Tax	43,246	669,920	76.9%	871,531
Investment Interest	0	4,458	-	0
Miscellaneous	0	1,524	-	0
ROW Permit Fees/Inspections	0	178,770	99.3%	180,000
Multimodal Transportation	0	11,000	-	0
Transfer from General Fund	0	485,430	58.3%	833,000
Transfer from TBD	0	232,000	48.8%	475,000
Total Revenues	43,246	1,583,103	67.1%	2,359,531
Total Revenues & Beginning Fund Balance		2,482,391		3,258,819
	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>June 2016</u>	<u>2015-2016</u>	<u>BUDGET</u>	<u>2015-2016</u>
<u>EXPENDITURES</u>				
Salary and Benefits	22,187	430,462	74.5%	577,783
Maintenance & Operations	63,918	1,095,027	62.2%	1,760,494
Capital	4,918	37,051	112.3%	33,000
Transfer to Transportation Capital	0	320,597	80.1%	400,000
Total Expenditures	91,024	1,883,137	68.0%	2,771,277
Ending Fund Balance		599,254		487,542
Total Expenditures and Ending Fund Balance		2,482,391		3,258,819

I:\Admin & Finance\Monthly Reports\2016\JuneStreet Fund

City of Kenmore, Washington
Other Funds Monthly Activity
June 30, 2016

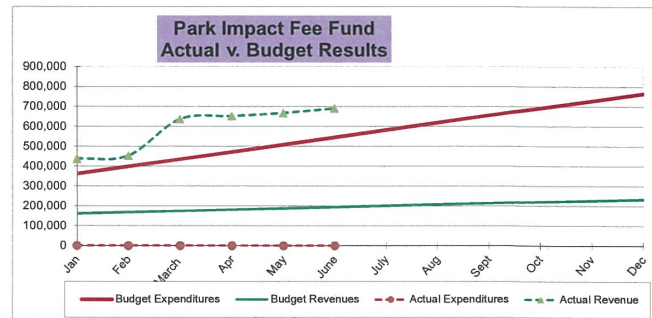
PUBLIC ART FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	500	0	100	352
Jan	542	0	108	352
Feb	583	0	117	352
March	625	0	125	352
Apr	667	0	133	352
May	708	0	142	352
June	750	0	150	352
July	792		158	
Aug	833		167	
Sept	875		175	
Oct	917		183	
Nov	958		192	
Dec	1,000		200	
2015-16	1,000		200	
Total Actual to Date vs Total Budget		0%		176%



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.

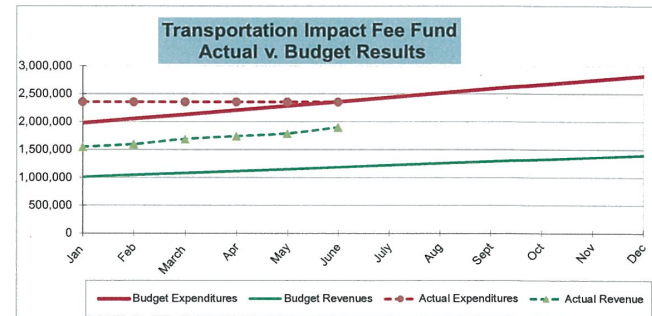
0

PARK IMPACT FEE FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	325,000	0	154,878	396,247
Jan	361,706	0	161,477	437,063
Feb	398,412	0	168,076	452,453
March	435,118	0	174,674	636,597
Apr	471,824	0	181,273	651,987
May	508,530	0	187,872	667,349
June	545,236	0	194,471	690,434
July	581,941		201,069	
Aug	618,647		207,668	
Sept	655,353		214,267	
Oct	692,059		220,866	
Nov	728,765		227,464	
Dec	765,471		234,063	
2015-16	765,471		234,063	
Total Actual to Date vs Total Budget		0%		295%



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
2015	1,904,780	2,360,000	975,257	1,413,466
Jan	1,981,444	2,360,000	1,010,424	1,548,410
Feb	2,058,108	2,360,000	1,045,590	1,599,014
March	2,134,773	2,360,000	1,080,757	1,691,789
Apr	2,211,437	2,360,000	1,115,924	1,742,393
May	2,288,101	2,360,000	1,151,090	1,792,997
June	2,364,765	2,360,000	1,186,257	1,901,872
July	2,441,429		1,221,424	
Aug	2,518,093		1,256,590	
Sept	2,594,758		1,291,757	
Oct	2,671,422		1,326,924	
Nov	2,748,086		1,362,090	
Dec	2,824,750		1,397,257	
2015-16	2,824,750		1,397,257	
Total Actual to Date vs Total Budget		84%		136%

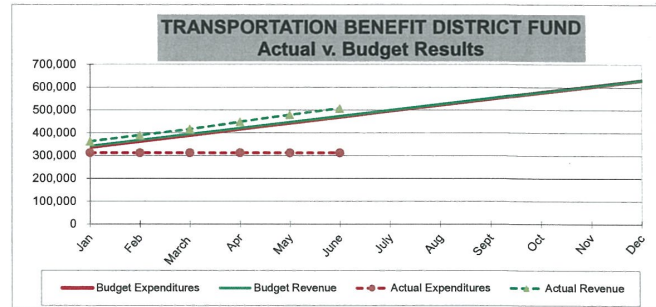


This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.

**City of Kenmore, Washington
Other Funds Monthly Activity
June 30, 2016**

TRANSPORTATION BENEFIT DISTRICT FUND

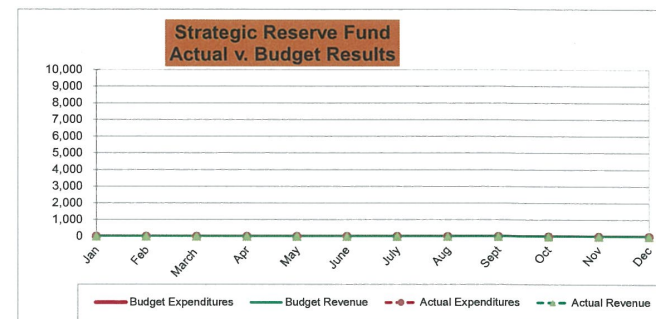
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	309,500	309,500	315,100	334,634
Jan	336,208	312,000	341,358	362,255
Feb	362,917	312,000	367,617	389,104
March	389,625	312,000	393,875	415,913
Apr	416,333	312,000	420,133	447,573
May	443,042	312,000	446,392	478,600
June	469,750	312,000	472,650	506,795
July	496,458		498,908	
Aug	523,167		525,167	
Sept	549,875		551,425	
Oct	576,583		577,683	
Nov	603,292		603,942	
Dec	630,000		630,200	
2015-16	630,000		630,200	
Total Actual to Date vs Total Budget		50%		80%



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

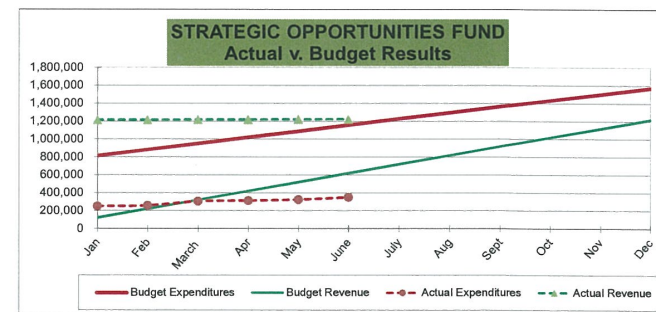
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec	0	0	0	0
2015-16	0	0	0	0
Total Actual 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

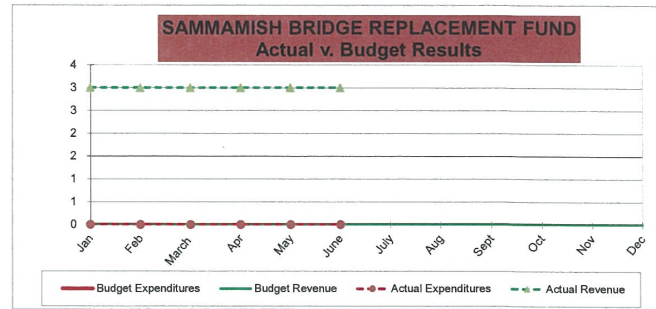
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	746,200	247,741	20,943	1,211,827
Jan	814,950	252,597	120,693	1,214,052
Feb	883,700	260,695	220,444	1,215,602
March	952,450	307,618	320,194	1,217,352
Apr	1,021,200	315,761	419,944	1,218,819
May	1,089,950	326,985	519,694	1,221,144
June	1,158,700	352,460	619,445	1,223,519
July	1,227,450		719,195	
Aug	1,296,200		818,945	
Sept	1,364,950		918,695	
Oct	1,433,700		1,018,446	
Nov	1,502,450		1,118,196	
Dec	1,571,200		1,217,946	
2015-16	1,571,200		1,217,946	
Total Actual to Date vs Total Budget		22%		100%



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
June 30, 2016

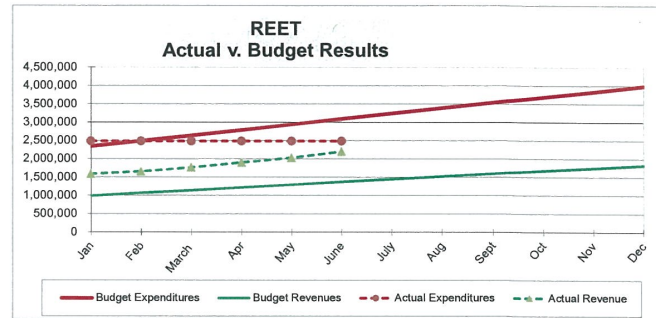
SAMMAMISH BRIDGE REPLACEMENT FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	3
Jan	0	0	0	3
Feb	0	0	0	3
March	0	0	0	3
Apr	0	0	0	3
May	0	0	0	3
June	0	0	0	3
July	0	0	0	
Aug	0	0	0	
Sept	0	0	0	
Oct	0	0	0	
Nov	0	0	0	
Dec	0	0	0	
2015-16	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

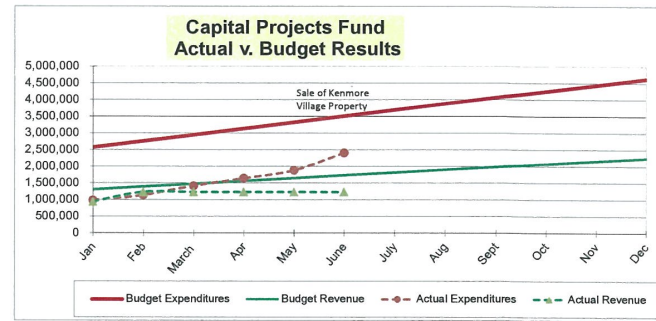
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	2,191,250	2,484,359	914,000	1,464,658
Jan	2,340,921	2,484,359	990,083	1,587,477
Feb	2,490,593	2,484,359	1,066,167	1,657,623
March	2,640,264	2,484,359	1,142,250	1,767,689
Apr	2,789,935	2,484,359	1,218,333	1,900,850
May	2,939,607	2,484,359	1,294,417	2,030,449
June	3,089,278	2,484,359	1,370,500	2,198,025
July	3,238,949		1,446,583	
Aug	3,388,621		1,522,667	
Sept	3,538,292		1,598,750	
Oct	3,687,963		1,674,833	
Nov	3,837,635		1,750,917	
Dec	3,987,306		1,827,000	
2015-16	3,987,306		1,827,000	
Total Actual to Date vs Total Budget		62%		120%



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
2015	2,389,500	1,003,897	1,219,200	939,764
Jan	2,576,306	986,635	1,304,842	939,764
Feb	2,763,112	1,139,797	1,390,483	1,230,764
March	2,949,917	1,420,862	1,476,125	1,230,764
Apr	3,136,723	1,646,817	1,561,767	1,230,764
May	3,323,529	1,885,567	1,647,408	1,230,764
June	3,510,335	2,406,844	1,733,050	1,230,825
July	3,697,140		1,818,692	
Aug	3,883,946		1,904,333	
Sept	4,070,752		1,989,975	
Oct	4,257,558		2,075,617	
Nov	4,444,363		2,161,258	
Dec	4,631,169		2,246,900	
2015-16	4,631,169		2,246,900	
Total Actual to Date vs Total Budget		52%		55%

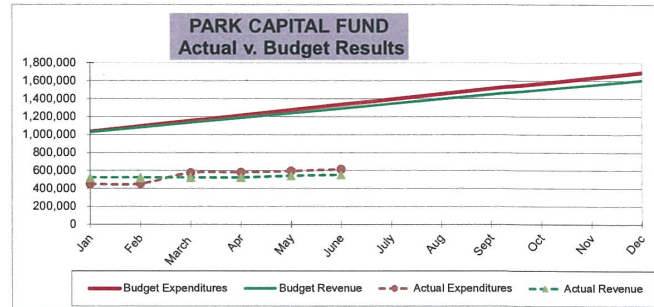


The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

**City of Kenmore, Washington
Other Funds Monthly Activity
June 30, 2016**

PARK CAPITAL FUND

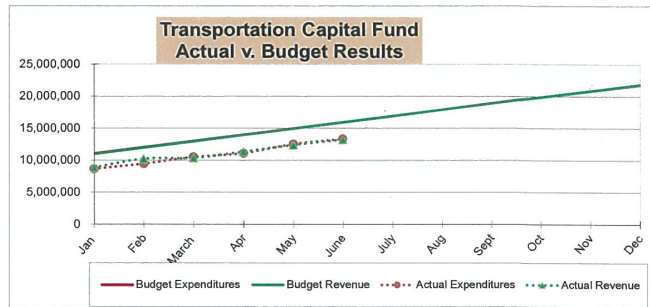
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	974,000	437,373	975,200	521,437
Jan	1,033,769	448,504	1,027,698	521,437
Feb	1,093,539	453,784	1,080,196	521,437
March	1,153,308	575,191	1,132,694	521,437
Apr	1,213,078	579,697	1,185,191	521,437
May	1,272,847	594,898	1,237,689	540,100
June	1,332,617	612,207	1,290,187	550,100
July	1,392,386		1,342,685	
Aug	1,452,155		1,395,183	
Sept	1,511,925		1,447,681	
Oct	1,571,694		1,500,178	
Nov	1,631,464		1,552,676	
Dec	1,691,233		1,605,174	
2015-16	1,691,233		1,605,174	
Total Actual to Date vs Total Budget		36%		34%



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

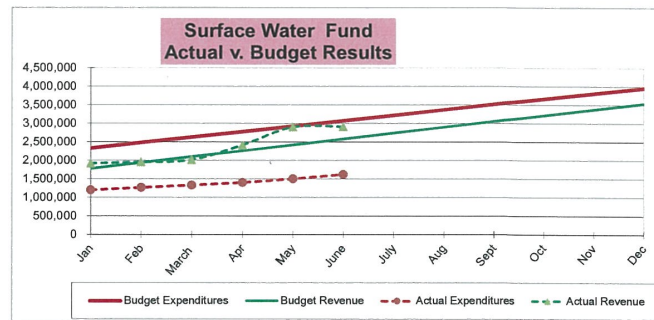
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	10,039,810	8,637,374	9,989,310	8,681,369
Jan	11,023,357	8,669,016	10,977,781	8,856,349
Feb	12,006,905	9,485,351	11,966,251	10,236,046
March	12,990,452	10,529,365	12,954,722	10,363,204
Apr	13,973,999	11,119,674	13,943,192	11,342,241
May	14,957,546	12,551,558	14,931,663	12,391,433
June	15,941,094	13,336,533	15,920,133	13,237,420
July	16,924,641		16,908,604	
Aug	17,908,188		17,897,074	
Sept	18,891,735		18,885,545	
Oct	19,875,283		19,874,015	
Nov	20,858,830		20,862,486	
Dec	21,842,377		21,850,956	
2015-16	21,842,377		21,850,956	
Total Actual to Date vs Total Budget		61%		61%



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
2015	2,188,308	1,115,684	1,620,000	1,915,280
Jan	2,336,430	1,207,683	1,780,000	1,922,104
Feb	2,484,553	1,275,765	1,940,000	1,955,947
March	2,632,675	1,338,128	2,100,000	2,017,402
Apr	2,780,797	1,411,134	2,260,000	2,414,992
May	2,928,920	1,510,556	2,420,000	2,903,331
June	3,077,042	1,627,886	2,580,000	2,910,391
July	3,225,164		2,740,000	
Aug	3,373,287		2,900,000	
Sept	3,521,409		3,060,000	
Oct	3,669,531		3,220,000	
Nov	3,817,654		3,380,000	
Dec	3,965,776		3,540,000	
2015-16	3,965,776		3,540,000	
Total Actual to Date vs Total Budget		41%		82%

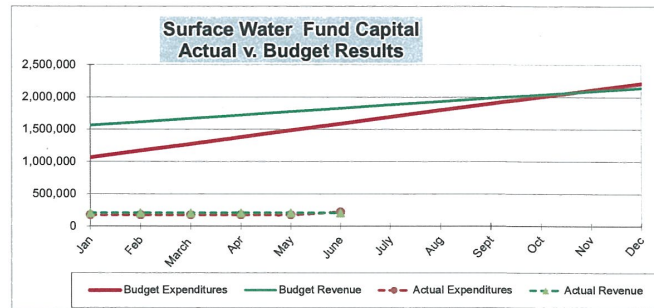


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

**City of Kenmore, Washington
Other Funds Monthly Activity
June 30, 2016**

SURFACE WATER CAPITAL FUND

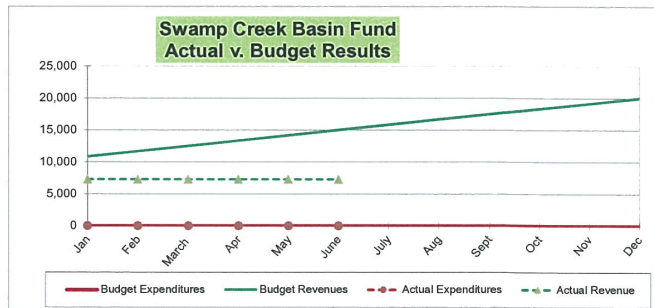
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	960,611	176,312	1,506,266	204,826
Jan	1,064,685	176,312	1,559,036	204,826
Feb	1,168,759	176,312	1,611,805	204,826
March	1,272,833	176,312	1,664,575	204,826
Apr	1,376,907	176,312	1,717,344	204,826
May	1,480,981	176,312	1,770,114	204,826
June	1,585,056	220,678	1,822,883	204,826
July	1,689,130		1,875,653	
Aug	1,793,204		1,928,422	
Sept	1,897,278		1,981,192	
Oct	2,001,352		2,033,961	
Nov	2,105,426		2,086,731	
Dec	2,209,500		2,139,500	
2015-16	2,209,500		2,139,500	
Total Actual to Date vs Total Budget		10%		10%



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

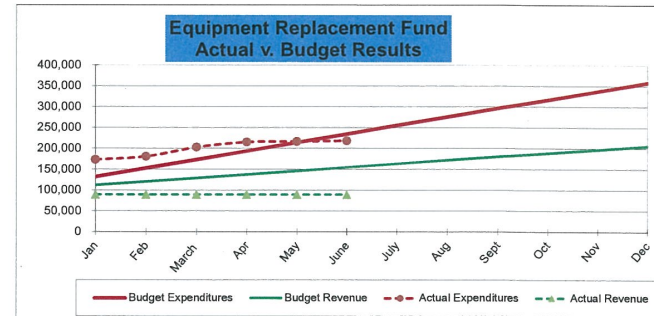
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	10,000	7,271
Jan	0	0	10,833	7,271
Feb	0	0	11,667	7,271
March	0	0	12,500	7,271
Apr	0	0	13,333	7,271
May	0	0	14,167	7,271
June	0	0	15,000	7,271
July	0		15,833	
Aug	0		16,667	
Sept	0		17,500	
Oct	0		18,333	
Nov	0		19,167	
Dec	0		20,000	
2015-16	0		20,000	
Total Actual to Date vs Total Budget		0%		36%



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
2015	112,000	173,486	103,000	89,227
Jan	132,531	173,486	111,583	89,227
Feb	153,063	181,188	120,167	89,227
March	173,594	203,245	128,750	89,227
Apr	194,125	215,636	137,333	89,227
May	214,656	217,102	145,917	89,227
June	235,188	218,920	154,500	89,227
July	255,719		163,083	
Aug	276,250		171,667	
Sept	296,781		180,250	
Oct	317,313		188,833	
Nov	337,844		197,417	
Dec	358,375		206,000	
2015-16	358,375		206,000	
Total Actual to Date vs Total Budget		61%		43%



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
June 30, 2016



<u>Fund</u>	<u>Beg. Cash & Inv.</u> <u>from Prev. Mo.</u>	<u>Monthly</u> <u>Revenues</u>	<u>Monthly</u> <u>Expenditures</u>	<u>End. Cash & Inv.</u> <u>Current Month</u>
General	\$6,014,164	\$502,973	\$1,771,504	4,745,633
Street	647,340	43,246	91,024	599,563
Transportation Capital	-159,728	845,987	784,975	(98,716)
Public Art	67,652	0	0	67,652
Park Impact Fee	1,420,122	23,085	0	1,443,207
Transportation Impact Fee	595,928	108,875	0	704,804
Swamp Creek Basin	1,404,934	0	0	1,404,934
Transportation Benefit District	175,528	28,195	0	203,723
Sammamish Bridge Replacement	516	0	0	516
Real Estate Excise Tax	1,960,303	167,575	0	2,127,879
Kenmore Village	1,731,444	61	521,276	1,210,228
Park Capital	-54,230	10,000	17,309	(61,539)
Surface Water Management	2,875,155	7,060	117,330	2,764,885
Surface Water Capital	12,164	0	44,366	(32,202)
Strategic Reserve	1,264,465	0	0	1,264,465
Strategic Opportunities	3,041,049	2,375	25,475	3,017,949
Equipment Replacement	326,799	0	1,817	324,981
Trust & Agency	574,026	744	750	574,020
Totals	\$21,897,631	\$1,740,177	\$3,375,826	\$20,261,983

<u>Fund</u>	<u>Cash, Savings,</u> <u>Local Govt Investment Pool</u>	<u>(> One Year)</u> <u>Fixed</u> <u>Investments</u>	<u>Total</u>
General	-\$1,516,507	\$6,254,802	4,738,294
Street	-243,882	850,000	606,118
Transportation Capital	-98,716	0	(98,716)
Public Art	52,652	15,000	67,652
Park Impact Fee	513,207	930,000	1,443,207
Transportation Impact Fee	674,804	30,000	704,804
Swamp Creek Basin	4,934	1,400,000	1,404,934
Transportation Benefit District	203,723	0	203,723
Sammamish Bridge Replacement	516	0	516
Real Estate Excise Tax	2,127,879	0	2,127,879
Kenmore Village	760,228	450,000	1,210,228
Park Capital	-61,539	0	(61,539)
Surface Water Management	2,254,885	510,000	2,764,885
Surface Water Capital	-32,202	0	(32,202)
Strategic Reserve	414,465	850,000	1,264,465
Strategic Opportunities	3,017,946	0	3,017,946
Equipment Replacement	-125,019	450,000	324,981
Trust & Agency	474,019	100,000	574,019
Totals	\$8,421,393	\$11,839,802	\$20,261,195

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City of Kenmore, Washington
Investment Schedule
June 30, 2016



			Average Yield to Maturity-Securities				Overall Average Yield	0.71%	
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	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
Time Value Investments									
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
	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%		988,450.00	13,462.69
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%		985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%		989,691.00	12,865.98
	3133EA5T1	FFCB	1/23/2019	7/23/2014	1.59%	1.59%		984,270.00	15,689.26
	3135G0G23	FNMA	4/29/2019	11/24/2015	1.35%	1.35%	4/26/2016	998,326.00	13,477.40
Total TVI Purchases								6,945,069.56	89,164.21
Banner Bank CD's									
Total Banner Bank CD's								-	-
Sound Community Bank CD's									
	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
Opus Bank CD's									
	11495975	CD	2/10/17	6/10/15	0.35%	0.35%		1,000,000.00	3,500.00
	11539715	CD	3/29/18	3/30/16	0.85%	0.85%		1,000,000.00	8,500.00
	11527322	CD	6/30/16	6/30/2015	0.45%	0.45%		1,000,000.00	4,500.00
Total Cascade Bank CD's								3,000,000.00	16,500.00
TOTAL ALL SECURITIES								\$ 11,839,801.44	\$ 123,801.53
Banner Checking and Savings						0.07% Banner		4,657,021.28	3,259.91
Cash								1,005.00	-
Local Government Investment Pool						0.42% LGIP		3,763,365.64	15,809.90
Total Accounts								\$ 20,261,193.36	142,871.34

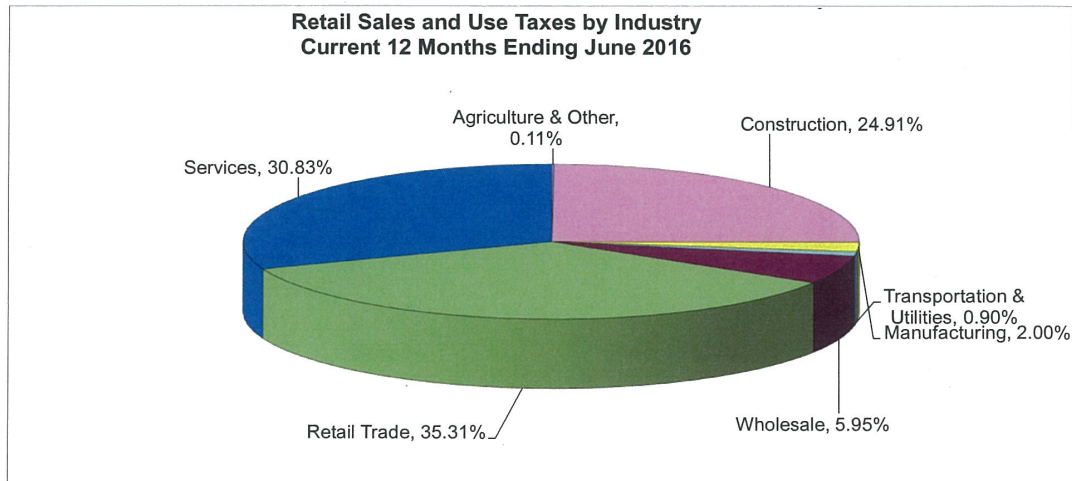
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 June 2016

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	367.85	0.00	367.85	0.2%
CONSTRUCTION	45,660.55	965.73	46,626.28	24.4%
MANUFACTURING	3,087.77	5.18	3,092.95	1.6%
TRANSPORTATION & UTILITIES	1,343.63	372.37	1,716.00	0.9%
WHOLESALE	10,648.07	48.25	10,696.31	5.6%
RETAIL TRADE	65,148.48	238.43	65,386.90	34.2%
SERVICES	51,721.56	954.99	52,676.55	27.5%
INFORMATION	8,181.85	25.86	8,207.71	4.3%
PUBLIC SERVICES	8.47	2,563.55	2,572.02	1.3%
	<u>186,168.22</u>	<u>5,174.35</u>	<u>191,342.57</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
June 30, 2016

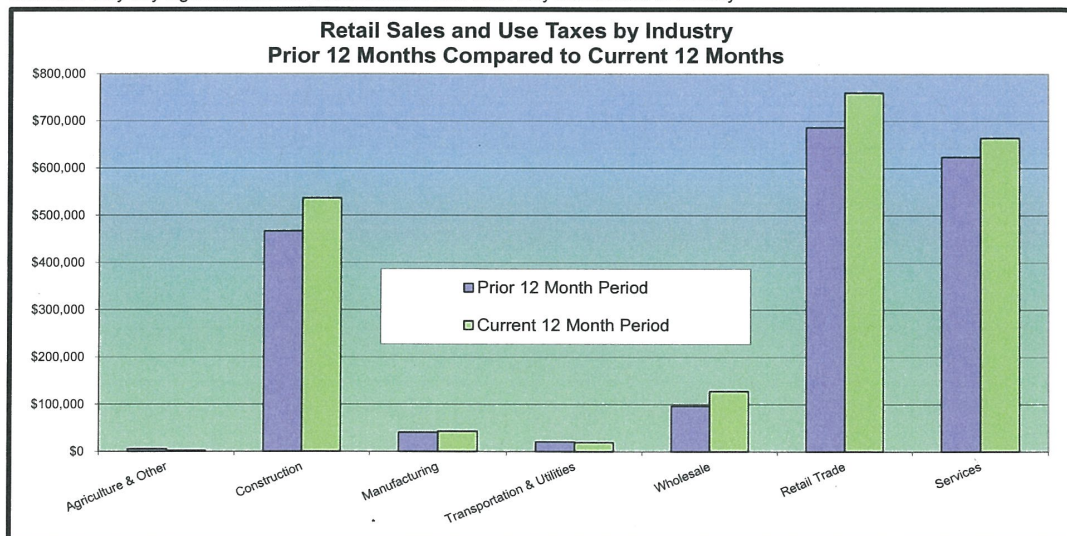


Industry	Prior 12 Months ending June 2015	Current 12 Months ending June 2016	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$5,387	\$2,351	-56.36%	0.11%
Construction	466,150	536,227 *	15.03%	24.91%
Manufacturing (Printing, Publishing, Other Manuf.)	40,835	42,999	5.30%	2.00%
Transp/Comm/Utilities (Telecomm., Air Transport.)	20,500	19,320	-5.76%	0.90%
Wholesale (Lumber, Other Wholesale)	96,389	127,986	32.78%	5.95%
Retail Trade (Eating, Merchandise, Food Stores)	686,371	760,135	10.75%	35.31%
Services (Auction, Recreation, Auto Repair, Financial)	623,445	663,720	6.46%	30.83%
Totals	<u>\$1,939,076</u>	<u>\$2,152,737</u>	<u>11.02%</u>	100%
Increase/(Decrease)		<u>\$213,661</u>	<u>11.02%</u>	



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
June 30, 2016

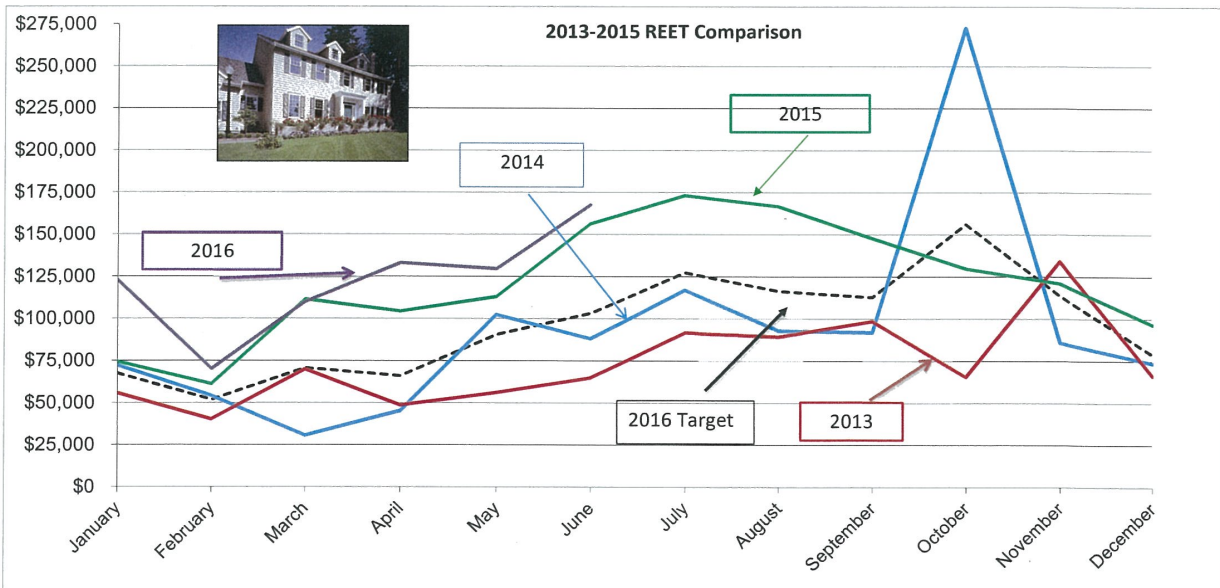


Real Estate Excise Taxes (REET) 2012 - 2016 Monthly Receipts						
	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Target 2016
January	54,359	55,801	72,106	74,259	122,819	67,389
February	18,064	40,281	54,038	61,070	70,146	51,797
March	29,691	69,946	30,426	111,337	110,066	70,570
April	30,662	48,671	45,118	104,280	133,161	66,023
May	52,575	56,178	102,257	112,927	129,599	90,454
June	60,408	64,938	88,070	156,338	167,575	103,116
July	81,316	91,779	116,858	173,095		127,244
August	56,626	89,496	92,932	166,651		116,360
September	82,785	98,573	91,812	147,668		112,684
October	60,265	65,596	272,842	129,678		156,039
November	88,057	134,286	85,748	120,907		113,647
December	152,262	66,342	73,582	96,566		78,830
	\$767,070	\$881,886	\$1,125,790	\$1,454,776	\$733,367	\$924,916

For 2016, REET is \$113,156
more than the same period
last year and more than the 2016
target by \$284,018

* NOTE THE 2016 target
is computed on a 3 year average
(2013-2015) of actual receipts

Real Estate Excise Taxes (REET) 2012 - 2016 Property Sales > \$500,000								
The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue								
	Taxes from > \$500,000 Sale Amounts							
	2012	2013	2014	2015	2016	2013	2014	2015
January	5,515,283	3,380,165	4,699,850	7,418,000	18,590,517	16,732	23,264	36,719
February	1,152,000	3,417,500	3,930,920	6,607,900	9,701,034	16,917	19,458	32,709
March	750,000	3,514,000	2,175,430	7,874,934	15,147,174	17,394	10,768	38,981
April	870,000	1,570,450	4,266,725	14,291,370	21,160,913	7,774	21,120	70,742
May	2,796,250	3,634,210	12,347,730	14,068,904	19,813,122	17,989	61,121	69,641
June	1,215,000	2,761,500	7,353,999	20,361,466	26,065,161	13,669	36,402	100,789
July	4,196,500	8,478,706	15,071,601	25,571,387		41,970	74,604	126,578
August	1,756,200	6,131,455	5,882,306	22,614,538		30,351	29,117	111,942
September	4,859,500	10,911,500	8,437,700	18,821,380		54,012	41,767	93,166
October	3,087,500	5,568,400	44,456,605	16,519,240		27,564	220,060	81,770
November	8,334,960	18,620,230	8,922,100	14,736,156		92,170	44,164	72,944
December	23,033,200	4,606,450	7,142,900	13,187,535		22,802	35,357	65,278
	\$57,566,393	\$72,594,566	\$124,687,866	\$182,072,810	\$110,477,921	359,344	617,202	901,259
								546,867



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City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
June 30, 2016



<u>Revenues</u>	<u>June 2016</u>	<u>Biennium-to- Date</u>	<u>Biennium Budget</u>
Lease Income (USPS & Kenmore Village)	0	25,000	67,000
Investment Interest	0	12,216	23,000
Sale of Property	0	901,302	903,000
Event Sponsorship	0	0	1,500
Grant for Public Square	0	291,000	270,000
Transfer From General Fund	0	0	60,000
Leasehold Excise Returned	61	1,307	2,400
Total Revenues	61	1,230,825	1,326,900
<u>Expenditures</u>			
Salaries/Wages/Benefits	1,778	2,258	0
6700 Building Improvements	0	72,028	0
Downtown Plan Services	667	57,188	0
Property Management	0	0	19,000
Utilities and Insurance - Kenmore Village	0	3,405	0
Repairs, Maintenance, Other Services	0	11,198	133,240
Surface Water and Fire Benefit Fees	0	8,462	0
Transfer to Park Capital Fund	0	134,929	134,929
Kenmore Village Public Square	518,832	2,117,377	3,365,000
Total Expenditures	521,276	2,406,845	3,652,169
Net Income (Loss)	-521,215	-1,176,020	-2,325,269

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.

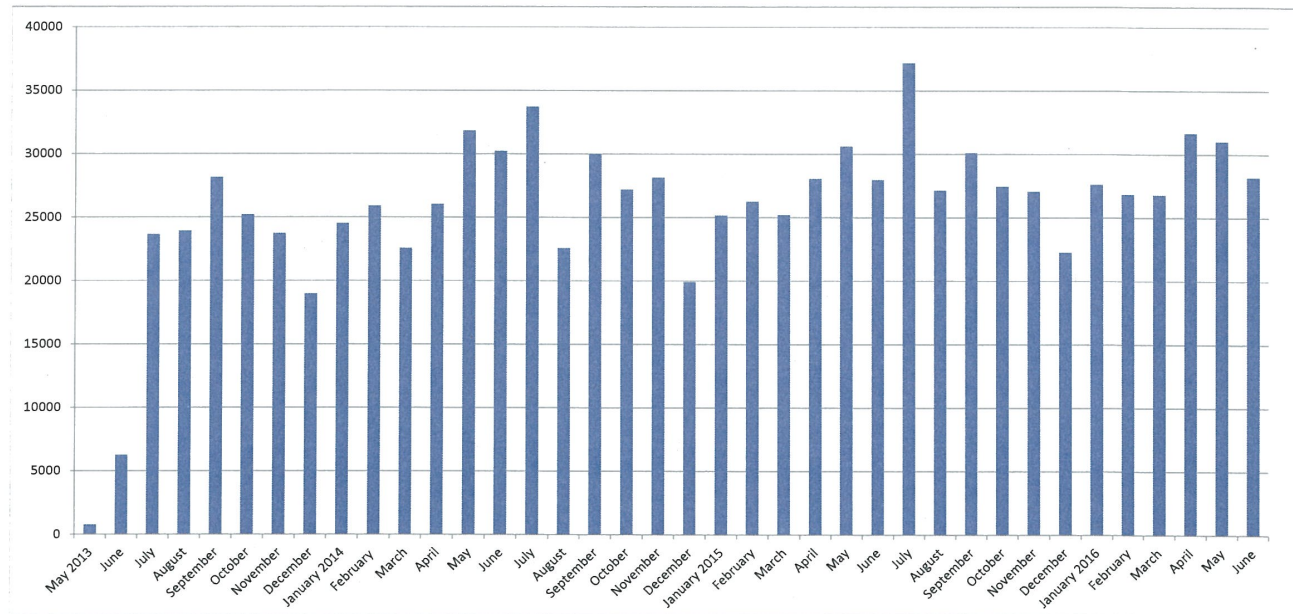
Kenmore Transportation Benefit District
Monthly Report
June 30, 2016



Revenues	June 2016	Biennium-to-Date	Percent of Budget	Biennium Budget
Vehicle Fees	28,195	506,685	80.40%	630,200
Investment Interest	0	112		
Total Revenues	\$28,195	\$506,797	80.42%	\$630,200

Expenditures				
WCIA Insurance	0	5,000	100.00%	5,000
Reimbursement to Street Fund Overlay	0	232,000	48.84%	475,000
	0	75,000	50.00%	150,000
Total Expenditures	0	312,000	49.52%	630,000

Net Income (Loss)	\$28,195	\$194,797		\$200
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**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic:
**Authorize City Manager to Execute
 Contract No. 16-C1598 Comcast Master
 Service Agreement**

**For Council Meeting Agenda of: September 12,
 2016**

Department: Finance and Administration

**Prepared by: Joanne M. Gregory, Finance and
 Administration Director**

Proposed Council Action/Motion:
**Authorize City Manager to Execute
 Contract No. 16-C1598 Comcast Master
 Service Agreement**

Initial & Date
 Approved by Department Head: 8/22/16
 Approved by City Attorney: DE
 Approved by Finance Director: 8/22/16
 Approved by City Manager: JMK

Exhibits/Attachments:
 Exhibit 1. Comcast Master Service Agreement

**Expenditure Required \$21,336
 per year for 5 years**

**Amount Budgeted See fiscal
 consideration below**

Appropriation Required \$0

INFORMATION/BACKGROUND:

The City currently contracts with Comcast for providing internet connectivity at City Hall and the Kenmore Business Incubator (KBI). Service is provided through cable.
 The City also is on a month to month agreement with Integra Telecom as well as Frontier Communications for telephone service. In only a few months, the City will expand its internet needs to the Town Green and Pavilion.

Cable internet has been found to lack the reliability and consistency that is critical to City and KBI operations. The City has experienced multiple extended service outages and constantly increasing prices. Staff, including Nancy Ousley and Brian Randall, along with Lighthouse and Dawn Reitan of Inslee Best have been working with Comcast to improve the service and allow the other locations to share in the connectivity. Consolidating the internet and telephone services, at each current and future location, with a single vendor that can provide a more reliable, manageable, and robust service was desired. After reviewing options, the recommendation is to move forward with a Comcast Enterprise Fiber solution that will provide three services:

1. Internet - Internet services for the City would be provided via a 50 mbps symmetrical circuit into City Hall. This internet connection would be shared with KBI and the Pavilion. Fiber tends to be faster than cable, the connection is symmetrical (both upload and download speeds are the same), and the connection is not shared with the neighbors (ie Spencer 68 and others nearby). Current internet speed to City Hall is up to 100 mbps on downloads, 15 mbps on uploads but cable service doesn't always perform to those levels and may experience slowdowns and interruptions. The City could contract for 100 mbps at this time but it may not be necessary due to the more consistent fiber speed. If it was

decided later that it wasn't necessary, the contract would not allow for a reduction back to 50 mbps and the City would be paying for a service that wasn't needed.

2. Private Line Connections – These connections will be used to connect City Hall to KBI and the Pavilion.
3. Telephone – The more costly Integra telephone contract would be terminated and telephone service would be provided by Comcast.

There are a number of advantages to the Comcast Enterprise services:

1. 99.99% uptime service level agreement (SLA) vs Comcast "best effort" uptime policy and no guarantees;
2. A private, dedicated, physical network vs using a public network to connect sites;
3. Scalable bandwidth up to 10Gig for future growth; bandwidth that provides significantly better upload performance.

In addition, the current agreement with Comcast does not allow the City to share internet services with anyone who is not an employee, agent or contractor of the City. Providing wireless access to the public and to the incubator tenants is not acceptable under the current service plan.

Although the move to Comcast Enterprise services is an increase in cost, the increase in service, support and reliability more than compensates for the additional annual expense which is expected to be about \$3,144.

As mentioned previously, Frontier does provide some basic telephone lines that will remain because they support features such as the elevator.

FISCAL CONSIDERATION:

The following table compares the City's annual current costs with the proposed solution.

Description	Current Comcast/Integra Costs	Proposed Comcast Costs
Incubator Internet Service	\$1,943	\$5,647
City Hall Internet Service	\$3,465	\$7,564
Town Green Internet Service-Estimate	\$1,943	\$4,657
City Hall Telephone Service	\$10,841	\$3,468
Total	\$18,192	\$21,336

The annual increase would be \$3,144. There would not be a significant impact to the current budget period because the timing is so late in the biennium; this will be a budgeting consideration for 2017 and thereafter. The contract would have a five-year term.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Efficient and Effective Service

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)		
MSA ID#: WA-8610825-BMead	MSA Term: 60 months	Account Name: City of Kenmore
CUSTOMER INFORMATION		
Primary Contact: Joanne Gregory	<u>Primary Contact Address Information</u>	
Title: Finance & Administration Director	Address 1: 18120 68th Ave NE	
Phone: (425) 398-8900	Address 2:	
Cell:	City: Kenmore	
Fax:	State: WA	
Email: jgregory@kenmorewa.gov	Zip Code: 98028	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), , and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy") located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature:	
Name:	
Title:	
Date:	
COMCAST USE ONLY (by authorized representative)	
Signature:	Sales Rep: Benjamin Mead
Name:	Sales Rep Email: benjamin_mead@cable.comcast.com
Title:	Region:
Date:	Division:

Amendment No. WA-8610825-BMead/A1

FIRST AMENDMENT

to

Comcast Enterprise Services Master Services Agreement No. WA-8610825-BMead

This First Amendment ("Amendment") is concurrently entered into on July 29, 2016 ("Effective Date") in conjunction with the Comcast Enterprise Services Master Services Agreement No. WA-8610825-BMead ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Kenmore ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

- Article 10.4 of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Notwithstanding the foregoing, Customer may make the Services available, at no additional charge beyond rent, to its authorized end users, limited to tenants and subtenants of the Service Location(s)."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Kenmore		Comcast Cable Communications Management, LLC	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

Subject/Topic: Resolution No. 16-288 Employee Recognition Program	For Council Meeting Agenda of: Sept. 12, 2016 Department: City Manager's Office Prepared by: Janet Quinn <u>Initial & Date</u> Approved by Department Head: N/A Approved by City Attorney: via email 8/30/16 jg Approved by Finance Director: [Signature] 9/1/16 Approved by City Manager: [Signature] Exhibits/Attachments: 1. Resolution No. 16-288 2. Employee Recognition Policy			
<table style="width: 100%;"><tr><td style="width: 33%;">Expenditure Required \$2,000.00</td><td style="width: 33%; text-align: center;">Amount Budgeted See fiscal consideration below.</td><td style="width: 33%; text-align: right;">Appropriation Required \$2,000.00</td></tr></table>		Expenditure Required \$2,000.00	Amount Budgeted See fiscal consideration below.	Appropriation Required \$2,000.00
Expenditure Required \$2,000.00	Amount Budgeted See fiscal consideration below.	Appropriation Required \$2,000.00		
<u>INFORMATION/BACKGROUND:</u> The City of Kenmore embraces a culture of excellence, collaboration, innovation and appreciation. To maintain such a culture and to show appreciation to employees for serving the organization and the community, the City will establish recognition programs for length of service and appreciation for noteworthy job performance and work ethic (based on budget availability). The wisdom, knowledge, experience, and institutional historical knowledge that comes with long term employment is beneficial to the City and its citizens, and a Service Award Recognition Program is a public way for the City to express appreciation and recognize its employees for their contributions to the community and for their role in furthering the mission of the City.				
<u>FISCAL CONSIDERATION:</u> There would be a "catch-up" provision in the first year of implementation to recognize employees who have previously reached Program service thresholds, and it is expected that the cost of awards and a recognition event would be a maximum of \$2,000.00. There is currently no designated budget for this program, but there is capacity in the Human Resources budget.				
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> From Kenmore Mission Statement: Provide effective and efficient services.				

**CITY OF KENMORE
WASHINGTON**

RESOLUTION NO. 16-288

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, AUTHORIZING THE ESTABLISHMENT
OF A SERVICE AWARD RECOGNITION PROGRAM**

WHEREAS, the City of Kenmore recognizes that its employees are the organization's most important asset and resource for providing quality public services to the citizens of Kenmore; and

WHEREAS, the City also recognizes that there is a tradition of hard and often exemplary work and dedication to public service among its employees; and

WHEREAS, the City of Kenmore wishes to support and encourage the continuation and growth of this tradition and to properly recognize and express its appreciation to its employees as a group and individually, citywide and in all departments; and

WHEREAS, consistent with the commitment of the City Council of the City of Kenmore to strive to provide the best municipal service to the citizens and customers of the City, it is important that the employees share that commitment; and

WHEREAS, in addition to recruiting and hiring talented and high quality employees, recognition of length of service and hard work by City employees and innovative approaches to the tasks of City employees helps to

- (1) Develop good morale and continued efforts to work hard; and
- (2) Advance the City Mission and Goals, and greater efficiency, productivity, and outstanding Customer Service; and
- (3) Promote longer retention of the talented and high quality employees of the City.

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

Section 1. Scope

All regular employees are included in the program. Seasonal employees and project employees are not included in the program.

Section 2. Award Schedule for Length of Service Awards

- A. After two years of service, \$25 or less per employee.
- B. After five years of service, \$50 or less per employee.
- C. After ten years of service, \$75 or less per employee.
- D. After fifteen years of service, \$100 or less per employee.
- E. After twenty years of service, \$200 or less per employee.
- F. After the completion of each additional five years of service beyond twenty, \$200 or less per employee.

Section 3. Performance Awards

In addition to length of service recognition, the City Manager is authorized to honor noteworthy performance and/or work ethic with an outstanding service award.

Section 4. Implementation

During the first year of the program, all eligible participants will receive a “catch-up provision” for length of service recognition as follows: Employees with 2-4 years of service will receive a 2-year recognition award; employees with 5-9 years of service will receive a 5-year recognition award, employees with 10-14 years of service will receive a 10-year recognition award, and employees with 15-17 years of service will receive a 15-year recognition award. In future years all eligible participants will receive a length of service recognition award when they reach an award threshold.

Section 5. Effective Date

This Resolution shall take effect immediately upon signing.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 12th DAY OF SEPTEMBER, 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Personnel Policies

Section: Performance Evaluations and Training

Re-name to: Performance Evaluations, Employee Recognition and Service Awards, Training, and Higher Education Benefits

Performance Evaluations: leave section as is

Re-number Training Policy to 7.3; Higher Education Degree/Certificate Program to 7.4

Insert the Employee Recognition and Service Awards section. New section is in red and underlined.

7 PERFORMANCE EVALUATIONS, EMPLOYEE RECOGNITION AND SERVICE AWARDS, TRAINING, AND HIGHER EDUCATION BENEFITS

7.1 PERFORMANCE EVALUATIONS

- 7.1.1 To achieve the City's goals of training, promoting and retaining the best qualified employee for every job, the City conducts annual performance evaluations for all positions. The City Manager is responsible for developing and implementing the City's performance evaluation program.
- 7.1.2 Each employee will generally receive a performance evaluation by the supervisor or department director annually on forms provided by the City. The annual evaluation will take place on the anniversary of successful completion of a work-trial period, usually six months after the date of hire. The evaluation will objectively assess the employee's performance during the preceding twelve (12) month period. Results of the evaluation will be reviewed and discussed with the employee prior to review by the City Manager and filing in the employee's personnel record.
- 7.1.3 The completed evaluation form shall be signed by the department director and the employee prior to review by the City Manager. The employee's signature indicates only that the department director discussed the evaluation with the employee but does not signify concurrence in the evaluation by the employee.
- 7.1.4 Every employee shall have the right to appeal an annual evaluation in the manner provided in Section 8.15 hereof.
- 7.1.5 No employee shall be considered for a merit increase, cost-of-living increase or promotion except upon having received an evaluation of satisfactory or above.
- 7.1.6 The evaluation becomes part of an employee's permanent personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

7.2 EMPLOYEE RECOGNITION AND SERVICE AWARDS

- 7.2.1 The City values customer service, professionalism, integrity, teamwork and continual improvement. The Employee Recognition and Service Awards of this Section acknowledge employee contributions, help develop good morale and promote City values.
- 7.2.2 All regular employees are included in the Employee Recognition and Service Awards Program.
- 7.2.3 To recognize and reward length of service, the City shall honor regular employees with the following length of service awards:
 - a) After two years of service, \$25 or less per employee.
 - b) After five years of service, \$50 or less per employee.
 - c) After ten years of service, \$75 or less per employee.
 - d) After fifteen years of service, \$100 or less per employee.
 - e) After twenty years of service, \$200 or less per employee.

- f) After the completion of each additional five years of service beyond twenty, \$200 or less per employee.
- 7.2.4 The City Manager shall determine the amount of any length of service award within the limits established in 7.2.3. Years of service shall be calculated from the first date of regular employment. The City Manager shall determine the credit towards years of service for any breaks in regular employment status.
- 7.2.5 All Service awards of this Section shall be presented at an annual catered event hosted by the City.
- 7.2.6 The City Manager or designee may honor noteworthy performance and/or work ethic with an outstanding service award.
- 7.2.7 The City shall include funding for Employee Recognition and Service Awards Program in the City Manager's biennial budget.
- 7.2.8 The maximum amount of any award in this Section shall be \$200.00.
- 7.2.9 In accordance with IRS guidelines, all awards will be treated as taxable income.

7.3 TRAINING POLICY

- 7.3.1 The City seeks, within the limits of available resources, to offer training to augment or increase an employee's skills, knowledge and abilities directly related to City employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, seminars sponsored by other agencies or organizations, and formal educational programs.

7.4 HIGHER EDUCATION DEGREE/CERTIFICATE PROGRAM



City of
Kenmore

New Personnel Policy: Employee Recognition and Service Awards

September 12, 2016
Janet Quinn



City of
Kenmore

Benefits to City and Citizens of having long
term employees:

Wisdom

Knowledge

Experience

Efficiency

Institutional historical knowledge





City of
Kenmore

Employees are the City's most important asset and resource for providing quality public services to the citizens of Kenmore.



Image from www.diversedialogue.org



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Adoption of Ordinance 16-0426, Wireless Communication Facilities Code Amendments. Proposed Council Action/Motion: Consider the wireless communication facilities code amendments draft ordinance (Ordinance 16-0426). If no additional amendments are needed, adopt the ordinance as presented.	For Council Meeting Agenda of: 9/12/16 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner</u> <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: center;">DS 8/29/16</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">e-mail 8/18/16</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;">[Signature]</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">[Signature]</td> </tr> </table> Exhibits/Attachments: 1. Draft Ordinance 16-0426		<u>Initial & Date</u>	Approved by Department Head:	DS 8/29/16	Approved by City Attorney:	e-mail 8/18/16	Approved by Finance Director:	[Signature]	Approved by City Manager:	[Signature]
	<u>Initial & Date</u>										
Approved by Department Head:	DS 8/29/16										
Approved by City Attorney:	e-mail 8/18/16										
Approved by Finance Director:	[Signature]										
Approved by City Manager:	[Signature]										
Expenditure Required \$0 Amount Budgeted: \$0 Appropriation Required \$0											
<u>INFORMATION/BACKGROUND:</u> As requested at your July 11 City Council meeting, attached for your review is a draft ordinance for adopting the wireless communication facilities (WCF) code amendments as recommended by the Planning Commission (see Attachment 1). In preparing the ordinance, staff noted that one additional amendment should be made to the Parks zoning district (Section 18.28.055, see Attachment D to the draft ordinance). This amended code language (referring the reader to the Wireless Communication Facilities Chapter, Chapter 18.60) was to be added to all zoning districts; however, the Parks zoning district was inadvertently missed in earlier versions of the amendments. Too, for clarity, staff is recommending that the title of Section 18.60.050 (Attachment A to the draft ordinance) be amended to read, "Wireless communication facility review processes and maximum allowable heights" and that the first column in the table in that code section be labeled, "Type of wireless communication facility." These changes were prompted by a call from a wireless provider who wondered whether the rules in Section 18.60.050 applied only to antennas or to both antennas and their associated equipment. As the rules were intended to apply both to antennas and their associated equipment--defined as a "wireless communication facility"--staff has incorporated this terminology into the table. <u>Background</u> Extensive background materials on this package of code amendments were provided with the July 11 City Council packet (see https://kenmore.civicweb.net/filepro/documents/65041?preview=71952). The Planning Commission recommendations: • Categorize wireless communication facilities by type rather than using the existing "major" or "minor" communications facilities language: • Antenna collocation on an existing conforming tower • Rooftop antenna											

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- Façade antenna
- Antenna on a utility or light pole
- Tower (lattice tower prohibited)
- Satellite dish
- Amateur (ham) radio facility
- *Develop a hierarchy of preferred communication facility types (from highest priority to lowest priority):*
 - Collocation on an existing conforming tower
 - Rooftop antenna in a nonresidential zone
 - Façade antenna in a nonresidential zone
 - Antenna on a utility/light pole in a nonresidential zone
 - New tower in a nonresidential zone, except in the Urban Corridor West (UC West), Waterfront Commercial (WC) and Community Business (CB) zones. These are considered the “view zones.”
 - Attachment of an antenna to a nonresidential building in a residential zone
 - Attachment of an antenna to a utility/light pole in a residential zone
 - New tower in a residential zone
 - New tower in the UC west, WC or CB zones (view zones)
- *Establish locational priorities, allowable heights and review processes to reinforce the preferred siting hierarchy:*
 - Lower heights and more intensive review processes generally are required in single-family residential areas and view zones. See Attachment A to the draft ordinance, Section 18.60.050, for a table showing recommended maximum heights and review processes.
 - Antennas on utility or light poles are limited in height to 55', with lower heights in the view zones. Heights were determined using Puget Sound Energy (PSE) separation requirements from their conductors.
 - Towers in nonresidential zones are limited to the building height for the zone (35-55', but up to 75' with additional property line setbacks).
 - A Minor Adjustment process (Type 2 decision by the Development Services Director after a written public comment period) allows a height increase of up to 5' beyond the maximum height requirement, except in the view zones.
- *Address visual compatibility techniques:* The Planning Commission reviewed existing standards and added or strengthened some concepts.
- *Incorporate new FCC standards for facility modifications:* Modifications to existing wireless communication facilities other than amateur (ham) radio facilities, whether conforming or legally nonconforming, that do not substantially change the physical dimensions of the communication facility as determined by FCC regulation, must be reviewed by the city as eligible communication facility modifications (ECFM).
- *Provide a “Major Adjustment” process.* The Major Adjustment process would allow carriers to vary any wireless communication facility standard if they can meet the test of eliminating a significant gap in service coverage and minimizing the impact of the proposed facility. In other words, there would be no outright prohibitions in the amendments as drafted. The Major Adjustment could be used not only to vary development standards, but also to site an otherwise prohibited use. The process for the Major Adjustment would be a Type 3 land use decision (recommendation by the Development Services Director and Hearing Examiner decision after a formal public hearing).
- *Add special standards for nonconformances:* Modifications to existing nonconforming facilities that do not meet the ECFM criteria would follow the same rules as for other nonconformances in the Zoning Code,

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with three additional requirements. First, facilities nonconforming as to height could not increase the height of the facility through the 10% allowance in the nonconformance regulations. Second, if a conditional use permit is required to expand or intensify a nonconformance, additional criteria must be considered. Third, compliance with the concealment element standards in KMC 18.60.120 is required to the maximum extent practical. The Minor Adjustment process would allow carriers to replace existing equipment on a new change-out pole if the equipment is generally of the same dimensions.

We encourage Council to contact staff with questions or concerns about the draft ordinance prior to the September 12 meeting so that staff will be prepared to address issues on the 12th.

FISCAL CONSIDERATION:

None at this time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Comprehensive Plan 20-Year Vision (excerpt): "In 2035, we see Kenmore as a fun, vibrant waterfront community that is connected both visually and physically to its waterfront, recognizing it as a significant local and regional asset; has clear design standards creating attractive, functional, and enduring buildings and places; supports the character of its single family residential neighborhoods; and supports the safety, health, and welfare of all of its citizens."

Comprehensive Plan Policy LU-1.2.3, "Integrate non-residential uses such as governmental, utility, religious, social, and other institutional uses, where appropriate, into residential neighborhoods to create quality communities which have a full range of public facilities and services. These uses should be sited, designed, and scaled to be compatible with existing residential character."

Comprehensive Plan Policy U-3.1.1, "Ensure City regulations allow for improvements and additions to electric, natural gas, cable television, and telecommunications facilities as needed to accommodate growth, provide reliable service, and support economic development."

Comprehensive Plan Policy U-3.1.7, "Encourage state of the art telecommunication services to mitigate the transportation impacts of development and growth through such means as telecommuting and videoconferencing."

Comprehensive Plan Policy U-3.4.5, "Minimize impacts of personal wireless services, telecommunication facilities, and towers on adjacent land uses through careful siting and design."

Comprehensive Plan Policy U-3.4.6, "Require communication facilities and poles, including cell or radio towers, to consider existing sites and co-locating prior to establishing new sites."

Comprehensive Plan Policy U-3.4.7, "Consider view corridors when reviewing utility pole of facility placement."

Comprehensive Plan Implementation Strategy, "New programs, rules, or regulations may be needed to address updated communication facility regulations addressing co-location, alternate siting, and view corridors."

Comprehensive Plan Implementation Strategy, "Additional or continuing efforts would need to be made to coordinate with adjacent jurisdictions or participate in regional programs, including coordination with private utilities including Puget Sound Energy and telecommunications carriers."

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 16-0426**

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, ADDRESSING KENMORE MUNICIPAL CODE REGULATIONS FOR WIRELESS COMMUNICATION FACILITIES WITHIN THE CITY; REPEALING EXISTING CHAPTER 18.60, COMMUNICATION FACILITIES; ADOPTING A NEW CHAPTER 18.60, WIRELESS COMMUNICATION FACILITIES; AMENDING CHAPTER 18.20, TECHNICAL TERMS AND LAND USE DEFINITIONS; AMENDING SECTIONS 18.21.020, 18.21.040, 18.22.010, 18.23.020, 18.24.020, 18.25.020, 18.25A.030, 18.25A.040, 18.25B.020, 18.26.030, 18.26.040, 18.26.050, 18.27.020, 18.28A.020, AND 18.29.040, USE ALLOWANCES; ADDING NEW SECTIONS 18.21.080, 18.22.030, 18.23.050, 18.24.045, 18.25.045, 18.25A.075, 18.25B.060, 18.26.085, 18.27.055, 18.28.055, 18.28A.055, AND 18.29.055, WIRELESS COMMUNICATION FACILITIES; AMENDING SECTION 18.23.040, ZONING STANDARDS; AMENDING SECTION 18.30.060, HEIGHT, EXCEPTION TO LIMITS; AMENDING SECTION 18.30.230, SETBACKS – PROJECTIONS AND STRUCTURES ALLOWED; AMENDING SECTION 18.35.020, APPLICATION; AMENDING SECTION 18.50.230, HAZARDOUS LIQUID AND GAS TRANSMISSION PIPELINES; AMENDING SECTION 18.52.200, OUTDOOR SERVICE AND STORAGE AREAS; AMENDING SECTION 19.25.020, CLASSIFICATION OF LAND USE DECISION PROCESSES; AMENDING CHAPTER 12.58, WIRELESS COMMUNICATION FACILITIES WITHIN CITY RIGHTS-OF-WAY; ADOPTING SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, between November 2015 and June 2016, the Planning Commission reviewed and recommended amendments to the Kenmore Municipal Code to address wireless communication facilities; and

WHEREAS, on June 7, 2016, the Planning Commission held a public hearing on the proposed amendments to obtain public input before making their final recommendations; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act issued a determination of non-significance for the proposed amendments; and

WHEREAS, the Washington State Department of Commerce was notified of the proposed amendments pursuant to RCW 36.70A.106; and

WHEREAS, on July 11, 2016, the City Council reviewed and discussed the wireless communication facility code amendment recommendations; and

WHEREAS, on September 12, 2016, the City Council continued its review and consideration of the proposed amendments; and

WHEREAS, Section 19.20.090 of the Kenmore Municipal Code sets forth the decision criteria for the amendment of development regulations; and

WHEREAS, the proposed amendments are consistent with the Growth Management Act and the countywide planning policies through planning for infrastructure growth while protecting a high quality of life; and

WHEREAS, the proposed amendments are beneficial to the City as a whole and will not adversely affect public health, safety, and welfare through balancing the desire to provide wireless communication services with protection of the community; and

WHEREAS, the proposed amendments are consistent with the policies, objectives, and goals of the Comprehensive Plan, including the 20-Year Vision Statement, Policy LU-1.2.3, Policy U-3.1.1, Policy U-3.1.7, Policy U-3.4.5, Policy U-3.4.6, Policy U-3.4.7, and the Comprehensive Plan Implementation Strategy that states, "New programs, rules, or regulations may be needed to address updated communication facility regulations addressing co-location, alternate siting, and view corridors," and do not create an inconsistency within the Plan; and

WHEREAS, amendments to multiple chapters of the municipal code are proposed to eliminate inconsistencies and ensure that the proposed amendments do not duplicate or conflict with other portions of the Kenmore Municipal Code; and

WHEREAS, the proposed amendments also address changed circumstances by adopting regulations that are consistent with federal law relating to wireless communication facilities; and

WHEREAS, the City Council adopted Ordinance No. 08-0291 and Ordinance No. 14-0391, which reduced maximum height allowances in the Community Business, Urban Corridor west, and Waterfront Commercial zoning districts to protect public views of Lake Washington; and

WHEREAS, the City Council desires to adopt revised regulations to address wireless communication facilities in ways that balance the needs of the wireless carriers with the community's goals, objectives and policies as set forth in the City's Comprehensive Plan and other adopted City policies;

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of this Ordinance. The City Council hereby finds that decision criteria set forth in KMC 19.20.090, for the amendment of development regulations, has been met. This finding is based on the incorporated recitals and the record created before the Planning Commission and City Council.

Section 2. Repeal of Chapter 18.60 of the Kenmore Municipal Code. The City Council repeals existing Chapter 18.60, Communication Facilities, of the Kenmore Municipal Code.

Section 3. Adoption of new Chapter 18.60 of the Kenmore Municipal Code. The City Council adopts a new Chapter 18.60, Wireless Communication Facilities, of the Kenmore Municipal Code to read as set forth in Attachment A, attached hereto and incorporated herein by reference.

Section 4. Amendments to Chapter 18.20 of the Kenmore Municipal Code. The City Council amends Chapter 18.20, Technical Terms and Land Use Definitions, of the Kenmore Municipal Code to read as set forth in Attachment B, attached hereto and incorporated herein by reference.

Section 5. Amendments to Sections 18.21.020, 18.21.040, 18.22.010, 18.23.020, 18.24.020, 18.25.020, 18.25A.030, 18.25A.040, 18.25B.020, 18.26.030, 18.26.040, 18.26.050, 18.27.020, 18.28A.020, and 18.29.040 of the Kenmore Municipal Code. The City Council amends Sections 18.21.020, 18.21.040, 18.22.010, 18.23.020, 18.24.020, 18.25.020, 18.25A.030, 18.25A.040, 18.25B.020, 18.26.030, 18.26.040, 18.26.050, 18.27.020, 18.28A.020, and 18.29.040, Use Allowances, of the Kenmore Municipal Code to read as set forth in Attachment C, attached hereto and incorporated herein by reference.

Section 6. Adoption of new Sections 18.21.080, 18.22.030, 18.23.050, 18.24.045, 18.25.045, 18.25A.075, 18.25B.060, 18.26.085, 18.27.055, 18.28.055, 18.28A.055, and 18.29.055 of the Kenmore Municipal Code. The City Council adopts new Sections 18.21.080, 18.22.030, 18.23.050, 18.24.045, 18.25.045, 18.25A.075, 18.25B.060, 18.26.085, 18.27.055, 18.28.055, 18.28A.055, and 18.29.055, Wireless Communication Facilities, of the Kenmore Municipal Code to read as set forth in Attachment D, attached hereto and incorporated herein by reference.

Section 7. Amendments to Sections 18.23.040, 18.30.060, 18.30.230, 18.35.020, 18.50.230, and 18.52.200 of the Kenmore Municipal Code. The City Council amends Sections 18.23.040, Zoning Standards, 18.30.060, Height, Exception to Limits, 18.30.230, Setbacks – Projections and Structures Allowed, 18.35.020, Application, 18.50.230, Hazardous Liquid and Gas Transmission Pipelines, and 18.52.200, Outdoor Service and Storage Areas, of the Kenmore Municipal Code to read as set forth in Attachment E, attached hereto and incorporated herein by reference.

Section 8. Amendments to Section 19.25.020 of the Kenmore Municipal Code. The City Council amends Section 19.25.020, Classification of Land Use Decision Processes, of the Kenmore Municipal Code to read as set forth in Attachment F, attached hereto and incorporated herein by reference.

Section 9. Amendments to Chapter 12.58 of the Kenmore Municipal Code. The City Council adopts amendments to Chapter 12.58, Wireless Minor Communication Facilities within City Rights-of-Way, of the Kenmore Municipal Code to read as set forth in Attachment G, attached hereto and incorporated herein by reference.

Section 10. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the

remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 11. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12th DAY OF SEPTEMBER, 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:
Effective Date:

ATTACHMENT A

Chapter 18.60
WIRELESS COMMUNICATION FACILITIES

(This is a completely new replacement chapter)

Sections:

- 18.60.010 Purpose.
- 18.60.020 Applicability.
- 18.60.030 Exemptions.
- 18.60.040 Locational priorities.
- 18.60.050 Wireless communication facility review processes and maximum allowable heights.
- 18.60.060 Distributed antenna systems (DAS) and small cells.
- 18.60.070 Pre-application community meetings.
- 18.60.080 Criteria for determining infeasibility of alternative sites.
- 18.60.090 Collocation requirements.
- 18.60.100 Setback requirements.
- 18.60.110 Landscaping requirements.
- 18.60.120 Concealment elements.
- 18.60.130 Minor modifications to eligible communication facilities (ECFM).
- 18.60.140 Other modifications to conforming communication facilities.
- 18.60.150 Radio frequency radiation compliance.
- 18.60.160 Fencing and NIER warning signs.
- 18.60.170 Interference.
- 18.60.180 Noise standards.
- 18.60.190 Minor adjustment to requirements.
- 18.60.200 Major adjustment to requirements.
- 18.60.210 Cessation of use.
- 18.60.220 Third party review.
- 18.60.230 Nonconformance.

18.60.010 Purpose.

The purpose of this chapter is to establish guidelines for the siting of *wireless communication facilities*, including *towers, satellite dishes, antennas, and amateur (ham) radio facilities*. The goals of this chapter are to:

- A. Provide for the appropriate location and *development of wireless communication facilities* in locations that promote public safety and the general welfare;

- B. Encourage the location of *towers, satellite dishes, and antennas* in nonresidential areas and non-view zones, and minimize the total number of *towers and alternative transmission support structures* throughout the community;
- C. Strongly encourage the joint use of new and existing *wireless communication facility sites*;
- D. Encourage wireless communication providers to configure *towers, satellite dishes, antennas* and *amateur (ham) radio facilities* in ways that minimize the adverse visual impact;
- E. Enhance the ability of the providers of wireless communication services to provide such services to the community quickly, effectively and efficiently to support personal and business use;
- F. Process requests for *wireless communication facility development* in a timely manner; and
- G. Ensure compliance with Federal Communications Commission rules and applicable law, including standards related to *nonionizing electromagnetic radiation (NIER)*.

18.60.020 Applicability.

The standards and process requirements of this chapter supersede all other review process, *setback* or *landscaping* requirements of this title. In case of conflict with other KMC titles, the provisions of this chapter shall apply. All *wireless communication facilities* which are not exempt pursuant to KMC [18.60.030](#) shall comply with the provisions of this chapter. *Wireless communication facilities* in city rights-of-way also shall comply with the provisions of KMC Chapter 12.58.

18.60.030 Exemptions.

The following are exempt from the provisions of this chapter:

- A. Industrial processing equipment and scientific or medical equipment using frequencies regulated by the Federal Communications Commission (FCC);
- B. The storage, shipment or display for sale of transmission equipment;
- C. Radar systems for military and civilian communication and navigation;
- D. Hand-held, mobile, marine and portable radio transmitters and/or receivers;
- E. Two-way radio utilized for temporary or *emergency* services communications;
- F. Any *antenna* which is treated as exempt under [47](#) Code of Federal Regulations (CFR) Section 1.4000(a)(1), as it may be amended from time to time, including *satellite dishes* with a diameter of

less than one meter or 39.37 inches and VHF and UHF receive-only television *antennas*. Such *antennas* shall not be required to obtain building permit approval unless installed on a mast higher than 12' above the roofline, but installation must comply with any applicable provisions of the city Building Code.

- G. Maintenance or repair of an existing *wireless communication facility*. For any *emergency* maintenance or repair, filing of the permit application shall be required within 30 days after the completion of such *emergency* activities;
- H. Reconstruction or replacement of an existing conforming *wireless communication facility* only if the dimensions of the facility are not changed. If the proposed reconstruction or replacement changes the dimensions of the facility, an ECFM through KMC Section 18.60.130 or a modification through KMC Section 18.60.140 shall be required. For *emergency* reconstruction or replacement, filing of the permit application shall be required within 30 days after the completion of such *emergency* activities.

18.60.040 Locational priorities.

Wireless communication facilities shall be sited according to the following siting hierarchy, with (1) being the highest (most preferable) ranking *site* and (9) being the lowest (least preferable) ranking *site*. A new *wireless communication facility*, with the exception of *amateur (ham) radio facilities*, must be located on the highest ranking *site* unless the *applicant* can demonstrate, through relevant information, including but not limited to, the report of a qualified radio frequency engineer, that the highest ranking *site* is not feasible (see KMC 18.60.080). In order of ranking, from highest to lowest, the *sites* are:

1. *Collocation* on an existing conforming *tower*
2. Rooftop *antenna* in a nonresidential zone
3. Façade *antenna* in a nonresidential zone
4. *Antenna* on a utility/light pole in a nonresidential zone
5. New *tower* in a nonresidential zone, except in the UC west, WC and CB zones (view zones)
6. Attachment of an *antenna* to a nonresidential building in a residential zone
7. Attachment of an *antenna* to a utility/light pole in a residential zone
8. New *tower* in a residential zone
9. New *tower* in the UC west, WC or CB zones (view zones)

The *applicant* shall provide a map showing all existing *towers* or other suitable *alternative transmission support structures* located within one-quarter mile of the proposed *site* with consideration given to engineering and structural requirements. No new *wireless communication facility* shall be permitted if an existing *structure* in a higher priority location, suitable for attachment of an *antenna* or *collocation*, is

located within one-quarter mile, unless the *applicant* demonstrates that these *alternative locations* are not feasible.

18.60.050 Wireless communication facility review processes and maximum allowable heights.

P – Permitted Use

C – Conditional Use – reviewed through Type 2 process outlined in KMC 19.25.020.

X – Prohibited Use⁵

Type of wireless communication facility	Residential zones R-1 through R-6	Residential zones R-12 through R-24, and DR	Nonresidential zones RB, UC east, DC, and NB	Nonresidential zones UC west, WC, and CB (view zones)	Other non-residential zones PSP, P, and GC
Antenna collocation on an existing conforming tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower
Rooftop antenna	X, C ^{1,2} Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	X	P Maximum height: 15' above the roof height at the antenna location
Façade antenna	X, C ^{1,2} Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: May not extend above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall
Amateur (ham) radio facilities	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height: 35'	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location
Antennas on utility or light poles. (Nearest abutting zone is	C ² Maximum height: 55'	P Maximum height: 55'	P Maximum height: 55'	C ² Maximum height: up to	P Maximum height: 55'

used to determine process if in the right-of-way.)				the building height limit as specified in the underlying zoning district	
Satellite dish	C ² if no more than 2 meters (6.6') in diameter; otherwise X Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 1 dish per site; otherwise C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 3 dishes per site; otherwise C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if ground-mounted; otherwise X Maximum height: Ground-mounted dishes - 15'	C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location
Tower ⁶	X	X	X in the DC zone; otherwise C ^{2,4} Maximum height: up to the building height limit as specified in the underlying zoning district	X	C ^{2,4} Maximum height: up to the building height limit as specified in the underlying zoning district

¹If on a nonresidential building such as a *religious institution*, school, or *utility facility*, or on a multifamily or mixed use building.

²In addition to satisfying the criteria listed in KMC 18.115.040, the *conditional use permit* shall be granted by the city only if the *applicant* also demonstrates that:

- A. Alternative sites, or facilities with less impact to the community have been considered and have been determined to be not feasible per KMC 18.60.080.
- B. Visual impacts of the facility are minimized and the proposal does not significantly impact views to Lake Washington.

³*Amateur (ham) radio facilities* exceeding 65' in height may be permitted only through a conditional use permit. In addition to satisfying the criteria listed in KMC 18.115.040, the conditional use permit shall be granted by the city only if the applicant also demonstrates that:

- A. The proposal in the proposed location is necessary to support *emergency* radio operations in Kenmore.
- B. Smaller facilities, with less impact to the community have been considered and have been determined to be infeasible per KMC 18.60.080.
- C. Visual impacts of the facility are minimized and the proposal does not significantly impact views to Lake Washington.

⁴Prohibited on properties within the jurisdiction of the Shoreline Management Act as set forth in KMC Title 16, Division 1.

⁵Unless a major adjustment has been granted pursuant to KMC 18.60.200.

⁶*Lattice towers* shall not be permitted.

18.60.060 Distributed antenna systems (DAS) and small cells.

- A. A single permit may be used for multiple distributed *antennas* that are part of a larger overall *DAS* network.
- B. A single permit may be used for multiple small cells spaced to provide wireless coverage in a contiguous area.

18.60.070 Pre-application community meetings.

When either a new *wireless communication facility* requiring a *conditional use permit* or a major adjustment under KMC 18.60.200 is proposed within the *city*, a community meeting shall be convened in Kenmore by the applicant prior to submittal of an application.

- A. At least two weeks in advance, notice of the meeting shall be provided by the *applicant* as follows:
 - 1. Published in the local paper and mailed to the *department*; and
 - 2. Mailed notice shall be provided to all property owners within 1000 feet (or at least 20 of the nearest property owners, whichever is greater) of any potential *sites*, identified by the *applicant* for possible *development*, to be discussed at the community meeting. The mailed notice shall at a minimum contain a brief description and purpose of the project, the estimated height, approximate location noted on an assessor map with address and parcel number, a photo or sketch of the proposed facility, a contact name and telephone number to obtain additional information, and such other information as the *city* shall reasonably deem necessary and require of the *applicant* in writing. For facilities other than *amateur (ham) radio facilities*, the mailed notice shall include a statement that alternative *sites* proposed by citizens can be presented at the meeting which will be considered by the *applicant*. Because the purpose of the community meeting is to promote early discussion, *applicants* are encouraged to note any changes to the conceptual information presented in the mailed notice when they submit applications.
- B. At the community meeting, at which at least one employee of the *department*, assigned by the *city manager*, shall be in attendance, the *applicant* shall provide information relative to the

proposal. For facilities other than *amateur (ham) radio facilities*, the *applicant* shall identify existing facilities and other higher priority locations within one-quarter mile of the potential *site*, and shall discuss reasons why those existing locations are infeasible. Furthermore, any alternative *sites* within one-quarter mile, identified by community members and provided to the *applicant* in writing at least five days in advance of the meeting, shall be evaluated by the *applicant* to the extent possible given the timeframe, and discussed at the meeting. A listing of the *sites*, identified in writing and provided to the *applicant* at or before the community meetings, shall be submitted to the *department* with the proposed application. All *applicants* shall provide a list of meeting attendees and those receiving mailed notice and a record of the published meeting notice at the time of application submittal.

18.60.080 Criteria for determining infeasibility of alternative sites.

When an *applicant* is required to demonstrate that a proposed *wireless communication facility* location is not feasible, the evidence submitted to corroborate that finding must demonstrate at least one of the following:

- A. Insufficient structural strength of an existing *structure* to support the *applicant's* proposed *antenna* and related equipment.
- B. The facility would not be of sufficient height to meet the *applicant's* proposed area of coverage in Kenmore or to allow connection to other *sites* operated by the applicant.
- C. The alternative fails to meet engineering requirements for such things as location and size.
- D. The applicant's proposed *antenna* would cause interference between the proposed and existing *antennas*.
- E. The *site* is not made available to the *applicant* for sale or lease at a market rate cost. The *applicant* shall demonstrate that he/she contacted the landowners or owners of structures and was denied permission by those owners to locate the facility on their land or their structures.
- F. The location would result in conflicts with *FAA* height limitations.
- G. The alternative is more intrusive on visual, aesthetic, neighborhood character or other community values, despite having a higher priority in KMC 18.60.040.

18.60.090 Collocation requirements.

- A. Prior to the receipt of a building permit for a new *tower*, the *applicant* shall file a letter with the *department* agreeing to allow *collocation*. The agreement shall commit the *applicant* to provide, either at a market rate cost or at another cost basis agreeable to the affected parties, the opportunity to collocate the *antennas* of other service providers on the *applicant's* proposed *tower* to the extent that such *collocation* is technically feasible for the affected parties.
- B. All new or modified *towers* shall be constructed in a manner that would provide sufficient structural strength to allow the *collocation* of additional *antennas* from other service providers at the standard separation.

18.60.100 Setback requirements.

- A. *Wireless communication facilities* shall meet the following setback standards:

Facility	Setbacks
Rooftop antenna	Building setback as specified in the zoning district
Façade antenna	Building setback as specified in the zoning district. See also KMC 18.30.230, Projections and structures allowed.
Amateur (ham) radio facilities	Building setback as specified in the zoning district. In addition, the facility shall be located as far as practicable from lot lines and residential structures on neighboring lots.
Satellite dish	Building setback as specified in the zoning district
Tower	50' from any residentially zoned property. Otherwise, the building

Facility	Setbacks
	setback as specified in the zoning district.

- B. The *setback* provisions of KMC [18.60.100.A](#) may be waived by the *city manager* in order to achieve greater levels of screening than that which would be available by using the stated *setback*. In waiving the requirement, the *department* shall consider the protection of adjacent residentially-zoned lands.

18.60.110 Landscaping requirements.

A *wireless communication facility site*, with the exception of an *amateur (ham) radio facility*, shall provide *landscaping* as follows:

- A. When the facility is located in:
1. The NB, CB, PSP, RB, WC, UC, DC, or DR zone, the base of any *tower* and any ground equipment, whether or not in a *structure* or cabinet, shall be landscaped with eight feet of Type II *landscaping* as defined by KMC [18.35.040\(B\)](#). This landscaped area shall be increased to ten feet of Type I *landscaping* as defined by KMC [18.35.040\(A\)](#) in areas adjacent to residential development as described in KMC [18.35.030\(A\)](#). For *satellite dishes*, the visual screen may be reduced to the height of the center of the dish on the transmitting side.
 2. The R, GC, and P zones, the base of any *tower* and any ground equipment, whether or not in a *structure* or cabinet, shall be landscaped with 10 feet of Type I *landscaping* as defined by KMC [18.35.040\(A\)](#). For *satellite dishes*, the visual screen may be reduced to the height of the center of the dish on the transmitting side.
- B. When a security *fence* is used to prevent access to a *tower* or ground equipment, any *landscaping* required pursuant to subsection A of this section shall be placed outward of such security *fence*.
- In the R zone, climbing *evergreen* shrubs or vines capable of growing on the *fence* shall supplement any *landscaping* required pursuant to subsection A of this section.
- C. *Landscaping* shall be planted according to KMC [18.35.110](#). The *applicant* shall be required to maintain the installed *landscaping* for the life of the project per KMC [18.35.120](#). A two-year landscape maintenance bond shall be required to be posted at the time of permit issuance and will go into effect

when the *landscaping* has been installed to ensure survivability of the plants. The amount of the bond shall be determined by the Kenmore landscaping bond quantity worksheet. Landscape maintenance will be reviewed any time a modification to an existing facility is proposed. If inadequately maintained, landscaping maintenance, or complete landscaping replacement if necessary, shall be required prior to approval of any modification.

- D. Existing *vegetation* may be used and/or supplemented with additional *vegetation* to comply with the requirements of subsection A of this section.
- E. The *city manager* may waive or modify the provisions for *landscaping* at the base of the *tower* and/or the ground equipment when existing *structures* on the *site* or the screening effects of existing *vegetation* on the *site* or along the *site* perimeter would preclude the ability to view these structures.

18.60.120 Concealment elements.

The goal of this section is to minimize the appearance of *wireless communication facilities*. Wireless facilities shall be designed to be minimally visible through the use of architecture, landscape architecture, siting solutions, and where feasible, through use of the smallest-scale wireless communication technology. *Wireless communication facilities* shall include concealment elements as follows:

A. All facilities:

1. Wherever possible, stealth installations such as *antennas* either hidden within existing *structures* (e.g., church steeples or cupolas) or mounted in new *structures* designed to look like non-purpose-built towers (e.g., flagpoles, fire towers, light standards, trees, art) are required.
2. If stealth installation is not possible, *wireless communication facilities* shall be designed to blend with existing surroundings to the extent feasible. This should be achieved through the use of compatible colors and materials, and alternative *site* placement to allow the use of topography, existing *vegetation* or other *structures* to screen the proposed facility from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways.
3. Except for *amateur (ham) radio facilities*, transmission and power cables and any other conduit shall be contained within the support structure or located underground.
4. Equipment facilities shall be placed underground if practicable.

5. Except as specifically required by the *FAA* or the Federal Communications Commission (*FCC*), *wireless communication facilities* shall not be illuminated, except ground equipment may use lighting for security reasons which is compatible with the surrounding neighborhood.

6. *Wireless communication facilities* shall be located and oriented in such a way as to minimize view blockage to Lake Washington.

7. No signs, symbols, flags, or banners shall be attached to, painted, or inscribed upon any *wireless communication facilities* except as follows: one sign measuring 18 inches by 12 inches upon or near the wireless communication facility which: (a) states that trespassers will be prosecuted (if applicable); (b) lists the names and telephone numbers of persons to be contacted in the event of an *emergency*; (c) identifies the permittee or person responsible for operating the *wireless communication facility*; and/or (d) contains information necessary and convenient for the permittee or person operating the *wireless communication facility* to identify the *wireless communication facility*. Nothing in this section shall be construed to prohibit the placement of safety or warning signs upon any portion of the *wireless communication facility* which are required by law or which are designed to apprise *emergency* response personnel and the employees and agents of *wireless communication facility* providers of particular hazards associated with equipment located upon the *wireless communication facility*.

B. Rooftop antennas: The *antenna* shall be placed as close to the center of the structure as possible.

C. Façade antennas:

1. *Antennas* shall be flush-mounted within 12 inches of the face of the building or mechanical equipment screening.

2. *Antennas* shall be placed on the portion of the structure less likely to be seen from adjacent lands containing, in descending order of priority: existing residences, public *parks* and open spaces, and public roadways.

3. Colors and materials shall be chosen to provide architectural compatibility with the building.

D. Towers:

1. *Antennas* shall be flush-mounted within six inches of the *tower*.

2. A *tower* in a more open setting such as a field or parking area shall have a backdrop (for example, but not limited to, trees, a hillside, or a structure) on at least two (2) sides, be a color compatible with the backdrop, be made of materials visually compatible with the backdrop, and provide architectural or landscape screening for the remaining sides.

E. Satellite dishes:

1. In nonresidential zones, ground-mounted dishes shall be located outside of any required landscaped area and preferably located in service areas or other less visible locations.
2. In residential zones, screening shall be provided with one or a combination of the following methods to block the view of the facility as much as possible from any street and from neighboring residences: fencing, walls, landscaping, structures, or topography. Screening may be located anywhere between the facility being screened and the above-mentioned viewpoints. Landscaping for the purpose of screening shall be maintained in a healthy condition.
3. For all zones, aluminum mesh dishes are preferable to solid fiberglass dishes.

F. Amateur (ham) radio facilities:

1. Screening shall be provided with one or a combination of the following methods to block the view of the facility as much as practicable from any street and from neighboring residences: fencing, walls, landscaping, structures, or topography. Screening may be located anywhere between the facility being screened and the above-mentioned viewpoints. Landscaping for the purpose of screening shall be maintained in a healthy condition.
2. To the extent technically feasible and in compliance with safety regulations, specific paint colors may be required for camouflage purposes.

G. Antennas on utility or light poles:

1. *Antennas* shall be flush-mounted within six inches of the pole, fully concealed within the utility or light pole, or otherwise camouflaged to appear to be an integrated part of the utility or light pole.
2. Cable and/or conduit should be routed through the inside of the pole. Where this is not feasible or where routing would result in a structure of a substantially different design or substantially greater diameter than that of other similar structures in the vicinity or would otherwise appear out of context with its surroundings, the *city* may allow or require that the cable

or conduit be placed on the outside of the structure. The outside cable or conduit shall be the color of the utility pole, or other support structure, and the *city* may require that the cable be placed in conduit.

3. Equipment associated with an *antenna* on a utility or light pole shall be attached to the pole, placed underground if in the right-of-way, and/or placed on adjacent private property, using stealth technology if feasible and subject to the landscaping requirements in KMC 18.60.110.

18.60.130 Minor modifications to eligible communication facilities (ECFM).

Modifications to existing *wireless communication* facilities other than *amateur (ham) radio facilities*, whether conforming or legally nonconforming, that do not substantially change the physical dimensions of the communication facility as determined by FCC regulation will be reviewed by the city as eligible communication facility modifications (ECFM). To be eligible as an ECFM the request for modification must involve: (A) collocation of new transmission equipment on an existing facility; (B) removal of transmission equipment on an existing facility; or (C) replacement of existing transmission equipment on an existing facility. For purposes of this section only, "collocation" means the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes. The process provides an expedited timeframe for review and guaranteed approval of the modification. Conditions for approval of the modification may be imposed by the *city* to the extent necessary for consistency with the substantial change test (subsections (A)-(F) below) or to ensure compliance with generally applicable building, structural, electrical, and safety codes, or with other laws codifying objective standards reasonably related to health and safety.

A modification shall be determined to be a "substantial change" and not eligible as an ECFM if any one of the following apply:

- A. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten (10) feet, whichever is greater.

Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or *base station*, inclusive of originally approved appurtenances and any modifications that were approved prior to February 22, 2012.

- B. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet.
- C. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and *base stations*, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure.
- D. It entails any excavation or deployment outside the current site.
- E. It would defeat the concealment elements of the eligible support structure.
- F. It does not comply with the conditions associated with the siting approval of the construction or modification of the eligible support structure or *base station* equipment; provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in subsections A through D of this section.

Definitions of terms used in this section, as well as interpretations of this section, shall be guided by Section 6409 of the Spectrum Act; the FCC Eligible Facilities Request Rules, the FCC's Report and Order in, *In re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, WT Docket Nos. 13-238, 13-32; and WC Docket No. 11-59; FCC 14-153.

For eligible ECFM applications meeting the concealment element standards outlined in KMC 18.60.110, the maximum permit review period shall be reduced by up to 15 calendar days.

G. The provisions of this Section shall prevail over any inconsistent provisions set forth in KMC Section 18.60.190 or KMC Chapter 18.100.

18.60.140 Other modifications to conforming communication facilities.

For modifications to conforming *wireless communication facilities* that substantially change the physical dimensions of the communication facility as determined by FCC regulation and do not, therefore, meet the ECFM criteria set forth in KMC 18.60.130, the following standards shall apply:

- A. *Antenna* modifications and replacements which meet the concealment element standards of KMC 18.60.120 and do not increase the overall height of the *wireless communication facility* do not require approval from the *City* or a land use permit; however, testing per KMC 18.60.150 is required.
- B. Modifications that propose to increase the height of the conforming facility shall be processed as a new application, consistent with processes outlined in KMC 18.60.050, unless a minor adjustment is granted through KMC 18.60.190.A.3.

18.60.150 Radio frequency radiation compliance.

- A. All *wireless communication facilities* shall comply with applicable Federal Communications Commission (FCC) regulations regarding radio-frequency emissions.
- B. Permit applications for new or modified *wireless communication facilities* other than *amateur (ham) radio facilities* shall include a statement, signed by a licensed professional engineer or other qualified professional competent to perform radio-frequency emissions testing and interpret radio-frequency emissions data, that the proposed communication facility will meet all federal rules and regulations.
- C. Within 14 days of the *wireless communication facility* becoming fully operational, the licensed professional engineer or other qualified professional shall submit a second signed statement verifying that the communication facility as installed meets all federal rules and regulations regarding radio-frequency emissions.
- D. The city manager shall have the authority to take any necessary steps to seek FCC enforcement of the relevant standards, or, to the extent consistent with applicable law and FCC regulations, to take such other steps as may be appropriate to rectify any violation of these requirements.

18.60.160 Fencing and NIER warning signs.

- A. All *wireless communication facility sites* shall comply with all federal guidelines regarding fencing.
- B. When a security *fence* is used, chain link, chain link with slats, plastic, vinyl or wire fencing is prohibited unless it is fully screened from public view.
- C. All *wireless communication facility sites* shall comply with all federal guidelines regarding *NIER* warning signs.

18.60.170 Interference.

Wireless communication facilities shall meet all federal interference rules and regulations. Regulating interference is the responsibility of the federal government.

18.60.180 Noise standards.

Any *wireless communication facility* that requires a generator or other device that will create noise audible beyond the boundaries of the site must demonstrate compliance with KMC Chapter 8.05. A noise report, prepared by an acoustical engineer, may be required; the city may require that the report be reviewed by a third party expert at the expense of the applicant. This Section does not apply to generators temporarily located at a site to operate a *wireless communication facility* in times of emergency

18.60.190 Minor adjustment to requirements.

- A. A *wireless communication facility* minor adjustment is a Type 2 land use decision under KMC 19.25.020. A minor adjustment shall only apply to a request to modify the following standards:
1. Setback requirements established in 18.60.100;
 2. Landscaping requirements established in 18.60.110;
 3. Requests for up to 5' in additional facility height above the maximum allowable height, except in the UC west, WC and CB zones (view zones); or
 4. Replacement of nonconforming *antennas*, communication equipment and/or cabling on a replacement utility or light pole, only if the replacement *antennas*, communication equipment and/or cabling have the same dimensions (height, width, etc.) as the existing *antennas*, communication equipment and/or cabling, or as nearly practicable given the dimensions of the replacement utility or light pole.
- B. Criteria. An application for a *wireless communication facility* minor adjustment shall be approved only if all of the following criteria are met:
1. The adjustment is necessary because of the unique characteristics of the *wireless communication facility* or its location;
 2. The adjustment is the minimum necessary to grant relief to the applicant;
 3. The applicant has demonstrated that any impacts associated with the adjustment have been minimized to the maximum extent possible through the use of existing site characteristics,

including, but not limited to existing vegetation, topography, or natural features; or through the use of other techniques, such as concealment elements, to improve compatibility with adjacent and nearby existing and permitted land uses; and

4. Approval of the adjustment will result in a better outcome for the community than would strict adherence to the existing standards.

18.60.200 Major adjustment to requirements.

A. A major *wireless communication facility* adjustment is a Type 3 land use decision under KMC 19.25.020. A major adjustment may be used to modify *wireless communication facility* development standards not reviewable through the minor adjustment process, as well as to allow an otherwise prohibited use.

B. Criteria. An application for a *wireless communication facility* major adjustment shall be approved only if the applicant demonstrates all of the following criteria:

1. Significant Gap in Service.

(a) A significant gap exists in the service coverage of the applicant's service network exists such that users are regularly unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;

(b) The significant service gap can be filled only through an adjustment in one or more of the provisions of this Chapter; and

(c) The adjustment is narrowly tailored to fill the significant service gap such that the *wireless communication facility* conforms to this Chapter's standards to the greatest extent possible, and is the least intrusive alternative.

2. Minimization of Impacts. The adjustment would be the least intrusive means and minimize to the greatest extent possible negative impacts to surrounding properties and their uses, through facility design and/or a utilization of existing site characteristics, including, but not limited to, the site's size, shape, location, topography, improvements, and natural features. In order to demonstrate the proposed adjustment is the least intrusive alternative, the owner must provide a feasibility analysis which provides meaningful comparison of the feasibility of alternative facilities and site locations.

Negative impacts are minimized if there is:

- (a) A reduction in negative visual impacts, including, but not limited to, visual clutter, based on a visual analysis; or
- (b) Better preservation of views or view corridors.

18.60.210 Cessation of use.

An *antenna* shall be removed from a *tower* or *alternative transmission support structure* within 180 days after the *antenna* is no longer operational unless the owner of the *antenna* can show to the *City's* satisfaction that the *antenna* is likely to be used again within the next six months. A *tower* for *wireless communication facilities* shall be removed within one year of the date the last *antenna* is removed. *Antennas* or *towers* that are not removed within the time frames described herein may be removed by the *City* or a contractor designated by the *City*, and the owner of the *antenna* or *tower* shall reimburse the *City* for its costs in removing the *antenna* or *tower*. The *City* may extend the deadlines listed in this section. Nothing herein prevents a landlord from removing *antennas* of tenants who are in default under the terms of a lease agreement.

18.60.220 Third party review.

In certain instances there may be a need for expert review by a third party of the technical data submitted by the *applicant*. The *City* may require such technical review, to be paid for by the *applicant* for the *wireless communication facility*. The selection of the third party expert shall be by mutual agreement between the *applicant* and the *city*, such agreement not to be unreasonably withheld by either party. The third party expert shall have recognized training and qualifications in the field of *radio frequency* engineering.

The expert review is intended to be a site-specific review of technical aspects of the *wireless communication facility* and other matters as described herein. In particular, but without limitation, the expert shall be entitled to provide a recommendation on the location and height of the proposed facilities relative to the *applicant's* coverage objectives and system design parameters. Such review should address the accuracy and completeness of the technical data, whether the analysis techniques and methodologies are legitimate, the validity of the conclusions and any specific technical issues outlined by the *city* or other interested parties. Based on the results of the third party review, the *city* may require changes to the application for the *wireless communication facility* that comply with the recommendations of the expert.

18.60.230 Nonconformance.

Except for eligible communication facility modifications to nonconforming facilities authorized in KMC 18.60.130 or minor adjustments to nonconforming facilities authorized in KMC 18.60.190.A.4, modifications to nonconforming *wireless communication facilities* shall be addressed through KMC Chapter 18.100, with the following additional requirements:

- A. Facilities nonconforming as to height may not increase the height of the facility through the provisions of KMC 18.100.070.A.1.
- B. If a *conditional use permit* is required under KMC 18.100.070.C, the additional permit review criteria specified in KMC 18.60.050 Footnote 2 shall be considered. Compliance with the concealment element standards in KMC 18.60.120 shall also be required to the maximum extent practical, as determined by the *city manager*.

ATTACHMENT B

**Wireless Communication Facilities
Changes to Chapter 18.20, Technical Terms and Land Use Definitions**

Eliminate the following definitions:

18.20.1775 Monopole tower.

"Monopole" means a *transmission support structure* consisting of a single pole, without guy wires or ground anchors.

18.20.3060 Transmission support structure.

"Transmission support structure" means a *monopole or lattice-work tower* specifically designed and intended to support *antennas* and related communication equipment. The term does not include *monopoles or lattice-work towers* supporting above-ground distribution or transmission lines for utility services such as electric, telephone, cable, etc.

18.20.498 Communication facility.

A. Major Communication Facility. "Major communication facility" means a communication facility for transmission and reception of UHF and VHF television signals; or FM or AM radio signals.

B. Minor Communication Facility. "Minor communication facility" means a communication facility for transmission and reception of two-way and/or CB radio signals; point-to-point microwave signals; cellular radio signals; signals through FM radio translators; or signals through FM radio boosters under 10 watts effective radiated power (ERP).

May include NAICS 517 (Telecommunications).

18.20.580 Consolidation.

"Consolidation" means the relocation to a consolidated transmission structure of the main transmit *antennas* of two or more FCC broadcast licensees which prior to such relocation utilized transmission structures located within a 1,500-foot radius of the center of the consolidated transmission structure to support their main transmit *antennas*.

18.20.860 Earth station.

"Earth station" means a communication facility which transmits and/or receives signals to and from an orbiting satellite using satellite dish *antennas*.

18.20.1700 Microwave.

~~"Microwave" means electromagnetic waves with a frequency range of 300 megahertz (MHz) to 300 gigahertz (GHz).~~

~~18.20.1762 Modification.~~

~~For purposes of Chapter 18.60 KMC, "modification" means any structural change, addition, or alteration that was not included in an approved site plan. Modifications shall include increased heights and changes in antenna type.~~

~~18.20.3040 Transmission equipment.~~

~~"Transmission equipment" means equipment, such as antennas and satellite or point-to-point microwave dishes, that transmits or receives radio signals.~~

~~18.20.3067 Transmission support structure, guyed.~~

~~"Guyed transmission support structure" means a transmission support structure that is supported, in whole or in part, by guy wire and ground anchors.~~

~~18.20.3070 Transmitter building.~~

~~"Transmitter building" means a building used to contain communication transmission equipment.~~

~~18.20.3307 Wireless services.~~

~~"Wireless services" means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange services.~~

Amend the following definitions:

18.20.180 Antenna.

"Antenna" means any system of poles, panels, rods, reflecting discs or similar devices used for the transmission or reception of radio frequency signals. For purposes of KMC Chapter 18.60, antenna does not include an amateur (ham) radio facility.

~~18.20.1575 Lattice-work tower.~~

~~"Lattice-work tower" means a transmission support structure tower consisting of a self-supporting, multiple-sided, open steel frame structure, that has open-framed supports on three or four sides and is constructed without guy wires and ground anchors.~~

~~18.20.3065~~ 147 Alternative transmission support structure, alternative.

“Alternative transmission support structure” means the following manmade structures not specifically designed or intended to support antennas and related communication equipment, but that may be used for that purpose, including: clock towers, bell towers, church steeples, water towers, light poles, utility structures, elevated roadways, bridges, flagpoles, existing conforming telecommunications facilities, warehouses, factories, windmills, barns, silos, commercial and buildings, commercial signs, billboards, multifamily buildings, and publicly used structures such as police and fire stations, libraries, community centers, civic centers, courthouses, churches, schools, hospitals, and other similar structures as approved by the city manager.

Add the following new definitions:

18.20.149 Amateur (ham) radio facility.

“Amateur (ham) radio facility” means a wireless communication facility operated for personal use and without pecuniary interest by an individual licensed by the FCC. Amateur (ham) radio facilities use small shared frequency bands assigned by the FCC.

18.20.243 Base station.

“Base station” means the structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower or any equipment associated with a tower. The term includes, but is not limited to:

(i) Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).

(iii) Any structure other than a tower that, at the time an eligible communications facility modification (ECFM) application is filed with the city, supports or houses equipment described in paragraphs (i) - (ii) above, and that has been reviewed and approved under the applicable zoning or siting process, or under another State, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

(iv) The term does not include any structure that, at the time a completed eligible communication facilities modification (ECFM) application is filed with the city, does not support or house equipment described in paragraphs (i) - (ii) above.

18.20.494 Collocation.

“Collocation” means the placement or installation of antennas on existing structures upon which antennas already exist.

18.20.760 Distributed Antenna System (DAS).

“Distributed Antenna System” or “DAS” means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

18.20.2415 Satellite Dish.

“Satellite dish” means a type of antenna, typically in the shape of a shallow dish or cone, that transmits to and/or receives signals from an orbiting satellite.

18.20.2990 Tower.

“Tower” means any wireless communications structure that is designed and constructed primarily for the purpose of supporting one or more antennas. “Tower” includes a lattice tower or monopole. “Tower” does not include a replacement utility pole or an amateur (ham) radio facility.

18.20.3306 Wireless communication facility (WCF).

“Wireless communication facility” or “WCF” generally means an unmanned facility for the transmission and/or reception of radio frequency (RF) signals or other wireless communications, typically consisting of one or more antennas, a transmission or alternative transmission support structure, cables and other transmission equipment, and an equipment enclosure or cabinets. Wireless communication facility shall not include equipment intended solely for internal household or business use such as wireless modems, cellular signal boosters, or personal cellular cellspots.

ATTACHMENT C

**Wireless Communication Facilities
Revised Use Allowance Code Sections**

Amend the Use Allowance Code Sections as follows:**18.21.020 Residential zones R-1, R-4 and R-6 – Use allowances.**

The following *uses* in Table A are permitted, conditionally permitted, special uses, or *prohibited uses* in residential zones R-1, R-4 and R-6.

Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Single Detached Dwelling Unit¹</i>	<i>Single Detached Dwelling Unit¹</i>	<i>Jail</i>	<i>Community Residential Facility II</i>
<i>Townhouse²</i>	<i>Townhouse²</i>	<i>Hydroelectric</i>	<i>Hotel/Motel⁸</i>
<i>Apartment³</i>	<i>Apartment⁴</i>	<i>Generation Facility</i>	<i>Organization Hotel/Lodging</i>
<i>Designated Manufactured Home¹</i>	<i>Designated Manufactured Home¹</i>	<i>Nonhydroelectric Generation Facility</i>	<i>Houses</i>
<i>Mobile Home and Manufactured Home⁵</i>	<i>Mobile Home Park⁶</i>	<i>Communication Facility^{6a}</i>	<i>Campgrounds</i>
<i>Senior Citizen Assisted Living⁴</i>	<i>Community Residential Facility I</i>	<i>Earth Station</i>	<i>Destination Resorts</i>
<i>Residential Accessory Uses⁸</i>	<i>Dormitory⁷</i>	<i>Oil and Gas Extraction</i>	<i>Recreational Vehicle Park</i>
<i>Home Occupation</i>	<i>Home Industry</i>	<i>Energy Resource</i>	<i>Adult Entertainment Business</i>
<i>Park¹²</i>	<i>Bed and Breakfast</i>	<i>Recovery Facility</i>	<i>Theater</i>
<i>Trails</i>	<i>Guesthouse¹⁰</i>	<i>Landfill</i>	<i>Theater, Drive-in</i>
<i>Golf Course Facility¹⁵</i>	<i>Marina¹³</i>	<i>Transfer Station</i>	<i>Bowling Center</i>
<i>Amusement and Recreation Services^{16,17,18}</i>	<i>Sports Club^{13,14}</i>	<i>Wastewater Treatment Facility</i>	<i>Shooting Range</i>
<i>Library²⁰</i>	<i>Amusement and Recreation Services^{16,17,19}</i>	<i>Municipal Water</i>	<i>Amusement Arcades</i>
<i>Museum²⁰</i>	<i>Library</i>	<i>Production</i>	<i>Amusement Park</i>
<i>Arboretum</i>	<i>Museum</i>	<i>Airport/Heliport</i>	<i>Outdoor Performance Center</i>
<i>Conference Center²⁰</i>	<i>Conference Center</i>	<i>Transit Bus Base</i>	<i>Drycleaning Plants</i>
	<i>General Personal Service²¹</i>	<i>School Bus Base</i>	<i>Industrial Launderers</i>
		<i>Racetrack⁶²</i>	<i>Veterinary Clinic</i>
			<i>Automotive Repair</i>
			<i>Automotive Service</i>
			<i>Miscellaneous Repair</i>
			<i>Kennel or Cattery</i>

Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Cemetery, Columbarium or Mausoleum²³</i>	Funeral Home/Crematory ²² <i>Cemetery, Columbarium or Mausoleum²⁴</i>	Zoo/Wildlife Exhibit ⁶³ College/University ⁶⁴	<i>Theatrical Production Services</i> Nursing and Personal Care Facilities Medical/Dental Lab <i>Miscellaneous Health Services</i> <i>Public Agency Archives</i> Court <i>Construction and Trade</i> <i>Individual Transportation and Taxi</i> Trucking and Courier Service <i>Warehousing and Wholesale Trade⁴⁶</i> <i>Self-Service Storage</i> Farm Product Warehousing, Refrigeration and Storage <i>Log Storage</i> Transportation Service Freight and Cargo Service Passenger Transportation Service Communication Offices Telegraph and Other Communications <i>General Business Service</i> <i>Professional Office</i> Outdoor Advertising Service Miscellaneous Equipment Rental Automotive Rental and Leasing
<i>Family Child-Care Home²⁵</i>	<i>Day Care I</i>		
<i>Day Care I²⁶</i>	<i>Day Care II</i>		
<i>Day Care II²⁶</i>	<i>Church, Synagogue, Mosque, Temple²⁷</i>		
<i>Church, Synagogue, Mosque, Temple²⁷</i>	<i>Social Services^{28,29}</i>		
<i>Social Services^{27,28}</i>	<i>Stable</i>		
<i>Stable³⁰</i>	<i>Medical/Dental</i>		
<i>Artist Studios³¹</i>	<i>Office/Outpatient Clinic²⁹</i>		
<i>Interim Recycling Facility⁶²</i>	Hospital ²⁹		
<i>Medical/Dental</i>	<i>Secondary or High School³³</i>		
<i>Office/Outpatient Clinic²⁷</i>	<i>Vocational School</i>		
<i>Elementary School</i>	<i>Specialized Instruction</i>		
<i>Middle/Junior High School</i>	<i>School³⁵</i>		
<i>Secondary or High School³³</i>	<i>School District Support Facility</i>		
<i>Vocational School²⁹</i>	<i>Public Agency or Utility Office</i>		
<i>Specialized Instruction</i>	Fire Facility ⁴⁰		
<i>School³⁴</i>	<i>Utility Facility⁴²</i>		
<i>School District Support Facility³⁶</i>	<i>Commuter Parking Lot</i>		
<i>Public Agency or Utility Office³⁷</i>	<i>Helistop⁴⁷</i>		
<i>Public Agency or Utility Yard³⁸</i>	<i>Department and Variety Stores⁴⁸</i>		
Police Facility ³⁹	Food Stores ⁴⁹		
<i>Utility Facility⁴¹</i>	Eating and Drinking Places ^{51,52}		
<i>Commuter Parking Lot⁴³</i>	<i>Drug Stores⁴⁹</i>		
<i>Private Stormwater Management Facility⁴⁴</i>	<i>Book, Stationery, Video and Art Supply Stores⁴⁹</i>		

Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Vector Waste Receiving Facility</i> ⁴⁵ Automotive Parking ⁴³ <i>Agricultural Product Sales</i> ⁵⁰ <i>Livestock Sales</i> ^{53, 54} Growing and Harvesting Crops Raising <i>Livestock and Small Animals</i> ⁵⁵	<i>Florist Shops</i> ⁴⁹ Hatchery/Fish Preserve ⁵⁶ Aquaculture ⁵⁶ <i>Hydroelectric Generation Facility</i> ⁵⁷ <i>Nonhydroelectric Generation Facility</i> ⁵⁸ <i>Communication Facility</i> ^{60, 60a} <i>Earth Station</i> ^{60a} School Bus Base		Professional Sports Teams/Promoters Research, Development and Testing <i>Heavy Equipment and Truck Repair</i> <i>Commercial/Industrial Accessory Uses</i> <i>Building, Hardware and Garden Materials Stores</i> <i>Forest Product Sales</i> <i>Motor Vehicle and Boat Dealers</i> Auto Supply Stores
Growing and Harvesting Forest Products <i>School Bus Base</i> ⁶¹ College/University ^{64, 65}	College/University ^{64, 66}		Gasoline Service Stations Apparel and Accessory Stores <i>Furniture and Home Furnishings Stores</i> Liquor Stores Used Goods: Antiques/Secondhand Shops <i>Sporting Goods and Related Stores</i> <i>Jewelry Stores</i> Monuments, Tombstones and Gravestones Sales <i>Hobby, Toy, Game Shops</i> <i>Photographic and Electronic Shops</i> <i>Fabric Shops</i> Fuel Dealers

Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			<i>Personal Medical Supply Stores Pet Shops Bulk Retail Auction Houses Manufacturing Land Uses Forest Research Wildlife Shelters Mineral Extraction and Processing Asphalt/Concrete Mixtures and Block Manufacture Resource Accessory Uses Jail Farm/Camp Public Agency Animal Control Facility Public Agency Training Facility Soil Recycling Facility Fairground Stadium/Arena Secure Community Transition Facilities Marijuana Business</i>

¹ *Conditional use permit* required before approving more than one dwelling on individual *lots*, except on *lots* in subdivisions, short subdivisions or binding site plans approved for multiple unit *lots*, and except as provided for *accessory dwelling units* in subsection 8 of this section.

² A *conditional use permit* is not required for *townhouse* units on *lots* in a subdivision or short subdivision designed for *townhouse* units.

³ Only subject to the residential density incentive provisions of Chapter [18.80](#) KMC.

⁴ Only in a *building* listed on the National Register as an historic site or designated as a King County landmark subject to the provisions of Chapter [2.20](#) KMC.

⁵ *Manufactured homes* and *mobile homes* are only allowed in *mobile home parks*.

⁶ *Mobile home parks* shall not be permitted in the R-1 zones.

⁷ Only as an accessory to a school, college, university or church.

⁸ a. See KMC [18.73.100](#) regarding *accessory dwelling units*.

b. One single or twin engine, noncommercial aircraft shall be permitted only on *lots* that abut, or have a legal access that is not a *City* right-of-way to, a waterbody or landing field, provided there is:

(1) No aircraft sales, service, repair, charter or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

⁹ Except *bed and breakfast guesthouses*.

¹⁰ *Bed and breakfast guesthouses* shall be authorized after issuance of a *conditional use permit*, subject to the following conditions:

a. The guesthouse shall be owner-occupied;

b. Meals shall be served to paying guests only (no restaurant *use* permitted);

c. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;

d. Parking shall be provided as required by this title; and

e. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.

¹¹ Reserved.

¹² The following conditions and limitations shall apply, where appropriate:

- a. No stadiums on *sites* less than 10 acres;
- b. Lighting for *structures* and fields shall be directed away from residential areas;
- c. *Structures* or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones, except for *structures* in on-site recreation areas required in KMC [18.30.130](#) and [20.47.155](#). *Setback* requirements for *structures* in these on-site required recreation areas shall be maintained in accordance with the zoning standards for the underlying residential zone;
- d. Overnight camping is allowed only in an approved *campground*.

¹³ Limited to recreation facilities subject to the following conditions and limitations:

- a. The bulk and scale shall be compatible with residential character of the area;
- b. For *sports clubs*, the gross floor area shall not exceed 10,000 square feet unless the *building* is on the same *site* or adjacent to a *site* where a public facility is located or unless the *building* is a nonprofit facility; and
- c. Use is limited to residents of a specified residential *development* or to *sports clubs* providing supervised instructional or athletic programs.

¹⁴ Only for stand-alone *sports clubs* that are not part of a *park*.

¹⁵ Clubhouses, maintenance buildings, equipment storage areas and driving range tees shall be at least 50 feet from residential property lines. Lighting for practice greens and driving range ball impact areas shall be directed away from adjoining residential zones. Applications shall comply with adopted *best management practices* for golf course *development*.

¹⁶ Excluding amusement and recreational *uses* classified elsewhere in this chapter.

¹⁷ *Social card games*, as defined by this title, are prohibited.

¹⁸ Limited to a golf driving range as an accessory to golf courses.

¹⁹ Limited to golf driving ranges and subject to subsection 15 of this section.

²⁰ Only as accessory to a *park* or in a *building* listed on the National Register as an historic site or designated as a *City* landmark subject to Chapter [18.50](#) KMC.

- ²¹ Not permitted in R-1 and limited to a maximum of 5,000 square feet per establishment and subject to the additional requirements in KMC [18.21.070](#).
- ²² Only as an accessory to a cemetery.
- ²³ Limited to columbariums accessory to a church, but required *landscaping* and parking shall not be reduced.
- ²⁴ *Structures* shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- ²⁵ A *family child-care home* is subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:
- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
 - b. A safe passenger loading area as certified by the DEL licensor shall be provided;
 - c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
 - d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
 - e. All signage shall conform to the applicable requirements of Chapter [18.42](#) KMC;
 - f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility; and
 - g. Prior to receiving State licensing, the family child-care provider shall provide the *City* with proof of written notification informing immediately adjoining property owners of the intent to locate and maintain the *family child-care home*. The notification shall inform the notified parties that comments may be submitted to the DEL and provide contact information for submitting such comments to the DEL. The proof of notification shall be in the form of a written affidavit containing (1) the date and means of notification; (2) a copy of the notification; and (3) a list of the parties to whom the notification was distributed.
- ²⁶ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC, or an *accessory use* to a school, church, *park*, *sport club* or public housing administered by a *public agency*, and:

- a. Outdoor play areas shall be completely enclosed by a solid wall or *fence*, with no openings except for gates and have a minimum height of six feet;
- b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
- c. Direct access to a developed arterial *street* shall be required in any residential zone; and
- d. Hours of operation may be restricted to assure compatibility with surrounding *development*.

²⁷ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.

²⁸ Except day care services and residential care.

²⁹ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

³⁰ Covered riding arenas are subject to KMC [18.70.030](#) and shall not exceed 20,000 square feet, but stabling areas, whether attached or detached, shall not be counted in this calculation.

³¹ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC or as a joint use of an existing public school facility.

³² Limited to *drop box facilities* accessory to a public or community *use* such as a school, fire station or community center.

³³ Renovation, expansion, modernization, or reconstruction of a school, or the addition of *relocatable facilities*, is permitted.

³⁴ Only as an accessory to residential *use*, and:

- a. Students shall be limited to 12 per one-hour session;
- b. All instruction must be within an enclosed *structure*; and
- c. *Structures* used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

³⁵ Subject to the following:

- a. *Structures* used for the school and *accessory uses* shall maintain a minimum distance of 25 feet from property lines adjoining residential zones;

b. On *lots* over two and one-half acres:

- (1) *Retail sales* of items related to the instructional courses are permitted, if total floor area for *retail sales* is limited to 2,000 square feet;
- (2) Sales of food prepared in the instructional courses are permitted with Seattle/King County public health and *City* approval, if total floor area for food sales is limited to 1,000 square feet and is located in the same *structure* as the school; and
- (3) Other incidental student-supporting *uses* are allowed, if such *uses* are found to be both compatible with and incidental to the principal *use*; and

c. On *sites* over 10 acres zoned R-1 and/or R-4:

- (1) *Retail sales* of items related to the instructional courses are permitted, provided total floor area for *retail sales* is limited to 2,000 square feet;
- (2) Sales of food prepared in the instructional courses are permitted with Seattle/King County public health and *City* approval, if total floor area for food sales is limited to 1,750 square feet and is located in the same *structure* as the school;
- (3) Other incidental student-supporting *uses* are allowed, if the *uses* are found to be functionally related, subordinate, compatible with and incidental to the principal *use*;
- (4) The *use* shall be integrated with allowable agricultural *uses* on the *site*;
- (5) Advertised special events shall comply with the temporary use requirements of this title; and
- (6) Existing *structures* that are damaged or destroyed by fire or natural event, if damaged by more than 50 percent of their prior value, may reconstruct and expand an additional 65 percent of the original floor area but need not be approved as a conditional use if their *use* otherwise complies with the development conditions in this subsection (35)(c) and this title.

³⁶ Only if adjacent to an existing or proposed school.

³⁷ a. Only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter [18.50](#) KMC; or

b. Only when accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.

³⁸ a. Utility yards only on *sites* with utility district offices; or

b. *Public agency* yards are limited to material storage for road maintenance facilities.

³⁹ Limited to “storefront” police offices. Such offices shall not have:

a. Holding cells;

b. Suspect interview rooms; or

c. Long-term storage of stolen properties.

⁴⁰ a. All *buildings* and *structures* shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

b. Any *buildings* from which fire-fighting equipment emerges onto a *street* shall maintain a distance of 35 feet from such *street*; and

c. No *outdoor storage*.

⁴¹ Excluding *bulk gas storage tanks*.

⁴² Limited to *bulk gas storage tanks* which pipe to individual residences but excluding liquefied natural gas storage tanks.

⁴³ Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

a. They are located on existing parking lots for churches, schools, or other permitted nonresidential *uses* which have excess capacity available during commuting hours; and

b. The *site* is adjacent to a designated arterial that has been improved to a standard acceptable to the *department*.

⁴⁴ Except when participating in an approved shared facility drainage plan; such facilities shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. For shared facilities, such facilities which are not located on the *lot* they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.

⁴⁵ Only as an *accessory use* to a *public agency* or *utility yard*, or to a *transfer station*.

⁴⁶ Except *self-service storage*.

⁴⁷ Limited to *emergency* medical evacuation sites in conjunction with police, fire or health service facility.

⁴⁸ Not in R-1 and limited to *variety stores*, with a maximum of 5,000 square feet of gross floor area, and subject to KMC [18.21.070](#).

⁴⁹ Not permitted in R-1 and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC [18.21.070](#).

⁵⁰ a. Limited to products produced on-site.

b. Covered sales areas shall not exceed a total area of 500 square feet.

⁵¹ Not permitted in R-1 and excluding drinking places, and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC [18.21.070](#).

⁵² *Social card games*, as defined by this title, are prohibited.

⁵³ Retail sale of *livestock* is permitted only as accessory to raising *livestock*.

⁵⁴ Limited to the R-1 zone.

⁵⁵ *Large livestock* allowed in accordance with Chapter [18.70](#) KMC.

⁵⁶ May be further subject to KMC Title [16](#), Division I, Shoreline Management.

⁵⁷ Limited to facilities that comply with the following:

a. Any new diversion *structure* shall not:

(1) Exceed a height of eight feet as measured from the streambed; or

(2) Impound more than three surface acres of water at the normal maximum surface level;

b. There shall be no active storage;

c. The maximum water surface area at any existing dam or diversion shall not be increased;

d. An exceedance flow of no greater than 50 percent in mainstream reach shall be maintained;

e. Any transmission line shall be limited to a:

(1) Right-of-way of five miles or less; and

(2) Capacity of 230 kV or less;

f. Any new, permanent access road shall be limited to five miles or less; and

g. The facility shall only be located above any portion of the *stream* used by *anadromous fish*.

⁵⁸ Limited to *cogeneration* facilities for on-site use only.

⁵⁹ ~~The provisions apply only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter 18.60 KMC.~~

⁶⁰ ~~a. Limited to no more than three satellite dish antennas.~~

~~b. Limited to one satellite dish antenna.~~

~~c. Limited to tower consolidations.~~

⁶¹ Only in conjunction with an existing or proposed school.

⁶² Except racing of motorized vehicles.

⁶³ Except arboretum.

⁶⁴ Except technical institutions. See *vocational schools*.

⁶⁵ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.

⁶⁶ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

18.21.040 Residential zones R-12, R-18, R-24, and R-48 – Use allowances.

The following *uses* in Table C are permitted, conditionally permitted, special uses, or *prohibited uses* in residential zones R-12, R-18, R-24, and R-48.

Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Single Detached Dwelling Unit¹</i>	<i>Single Detached Dwelling Unit¹</i>	<i>Jail</i>	<i>Home Industry</i>
<i>Townhouse</i>	<i>Designated Manufactured Home¹</i>	<i>Work Release Facility</i>	<i>Hotel/Motel⁴</i>
<i>Apartment</i>	<i>Bed and Breakfast</i>	<i>Nonhydroelectric Generation Facility</i>	<i>Organization Hotel/Lodging</i>
<i>Designated Manufactured Home¹</i>	<i>Guesthouse⁵</i>	<i>Communication Facility⁴⁵</i>	<i>Houses</i>
<i>Mobile Home and Manufactured Home²</i>	<i>Marina⁸</i>	<i>Earth Station</i>	<i>Campgrounds</i>
<i>Mobile Home Park</i>	<i>Sports Club^{8,9}</i>	<i>Oil and Gas Extraction</i>	<i>Destination Resorts</i>
<i>Community Residential Facility I</i>	<i>Amusement and Recreation Services^{11,12,13,14}</i>	<i>Energy Resource</i>	<i>Recreational Vehicle Park</i>
<i>Community Residential Facility II</i>	<i>Library</i>	<i>Recovery Facility</i>	<i>Adult Entertainment Business</i>
<i>Dormitory</i>	<i>Museum</i>	<i>Landfill</i>	<i>Theater</i>
<i>Senior Citizen Assisted Living</i>	<i>Conference Center</i>	<i>Transfer Station</i>	<i>Theater, Drive-in</i>
<i>Residential Accessory Uses³</i>	<i>General Personal Service¹⁶</i>	<i>Wastewater Treatment Facility</i>	<i>Bowling Center</i>
<i>Home Occupation</i>	<i>Funeral Home/Crematory¹⁷</i>	<i>Municipal Water Production</i>	<i>Shooting Range</i>
<i>Park⁷</i>	<i>Cemetery, Columbarium or Mausoleum¹⁹</i>	<i>Airport/Heliport</i>	<i>Amusement Arcades</i>
<i>Trails</i>	<i>Day Care II</i>	<i>Transit Bus Base</i>	<i>Amusement Park</i>
<i>Golf Course Facility¹⁰</i>	<i>Church, Synagogue, Mosque, Temple</i>	<i>School Bus Base</i>	<i>Outdoor Performance Center</i>
<i>Amusement and Recreation Services^{11,12,13}</i>	<i>Social Services^{22,23}</i>	<i>Racetrack⁵²</i>	<i>Drycleaning Plants</i>
<i>Library¹⁵</i>	<i>Medical/Dental Office/Outpatient Clinic²³</i>	<i>Zoo/Wildlife Exhibit⁵³</i>	<i>Industrial Launderers</i>
<i>Museum¹⁵</i>	<i>Nursing and Personal Care Facilities</i>	<i>College/University⁵⁴</i>	<i>Veterinary Clinic</i>
<i>Arboretum</i>	<i>Hospital²³</i>		<i>Automotive Repair</i>
<i>Conference Center¹⁵</i>	<i>Secondary or High School²⁶</i>		<i>Automotive Service</i>
<i>Cemetery, Columbarium or Mausoleum¹⁸</i>	<i>Vocational School</i>		<i>Miscellaneous Repair</i>
<i>Family Child-Care Home⁵⁷</i>	<i>Specialized Instruction</i>		<i>Stable</i>
<i>Day Care I</i>	<i>School²⁸</i>		<i>Kennel or Cattery</i>
	<i>School District Support Facility</i>		<i>Theatrical Production Services</i>
			<i>Medical/Dental Lab</i>
			<i>Miscellaneous Health Services</i>
			<i>Public Agency Archives</i>
			<i>Court</i>
			<i>Individual Transportation and Taxi</i>
			<i>Trucking and Courier Service</i>

Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Day Care II²⁰</i> <i>Church, Synagogue,</i> <i>Mosque, Temple²¹</i> <i>Social Services^{21,22}</i> <i>Artist Studios²⁴</i> <i>Interim Recycling Facility²⁵</i> <i>Medical/Dental</i> <i>Office/Outpatient Clinic²¹</i> <i>Elementary School</i>	<i>Public Agency or Utility Office</i> <i>Fire Facility³³</i> <i>Utility Facility³⁵</i> <i>Commuter Parking Lot</i> <i>Self-Service Storage⁴¹</i> <i>Helistop⁴³</i>		<i>Warehousing and Wholesale Trade⁴⁰</i> <i>Farm Product Warehousing, Refrigeration and Storage</i> <i>Log Storage</i> <i>Transportation Service</i> <i>Freight and Cargo Service</i> <i>Passenger Transportation Service</i> <i>Communication Offices</i> <i>Telegraph and Other Communications</i> <i>General Business Service</i>
<i>Middle/Junior High School</i> <i>Secondary or High School²⁶</i> <i>Vocational School²³</i> <i>Specialized Instruction School²⁷</i> <i>School District Support Facility²⁰</i> <i>Public Agency or Utility Office³⁰</i> <i>Public Agency or Utility Yard³¹</i> <i>Police Facility³²</i> <i>Utility Facility³⁴</i> <i>Commuter Parking Lot³⁶</i> <i>Private Stormwater Management Facility³⁷</i>	<i>Department and Variety Stores⁴⁴</i> <i>Food Stores⁴⁵</i> <i>Eating and Drinking Places^{46,47}</i> <i>Drug Stores⁴⁵</i> <i>Book, Stationery, Video and Art Supply Stores⁴⁵</i> <i>Florist Shops⁴⁵</i> <i>Nonhydroelectric Generation Facility⁴⁸</i> <i>Communication Facility^{49,50}</i> <i>Earth Station^{50a}</i> <i>School Bus Base⁵¹</i> <i>College/University^{54,56}</i>		<i>Outdoor Advertising Service</i> <i>Miscellaneous Equipment Rental</i> <i>Automotive Rental and Leasing</i> <i>Professional Sports Teams/Promoters</i> <i>Research, Development and Testing</i> <i>Heavy Equipment and Truck Repair</i> <i>Commercial/Industrial Accessory Uses</i> <i>Building, Hardware and Garden Materials Stores</i> <i>Forest Product Sales</i> <i>Agricultural Product Sales</i>

Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Vector Waste Receiving Facility³⁸</i> <i>Construction and Trade³⁹</i> <i>Professional Office⁴²</i> <i>Automotive Parking³⁶</i> <i>College/University^{54,55}</i>			<i>Motor Vehicle and Boat Dealers</i> <i>Auto Supply Stores</i> <i>Gasoline Service Stations</i> <i>Apparel and Accessory Stores</i> <i>Furniture and Home Furnishings Stores</i> <i>Liquor Stores</i> <i>Used Goods:</i> <i>Antiques/Secondhand Shops</i> <i>Sporting Goods and Related Stores</i> <i>Jewelry Stores</i> <i>Monuments, Tombstones and Gravestones Sales</i> <i>Hobby, Toy, Game Shops</i> <i>Photographic and Electronic Shops</i> <i>Fabric Shops</i> <i>Fuel Dealers</i> <i>Personal Medical Supply Stores</i> <i>Pet Shops</i> <i>Bulk Retail</i> <i>Auction Houses</i> <i>Livestock Sales</i> <i>Manufacturing Land Uses</i> <i>Resource Land Uses</i>
			<i>Jail Farm/Camp</i> <i>Public Agency Animal Control Facility</i>

Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			<i>Public Agency Training Facility</i> <i>Hydroelectric Generation Facility</i> <i>Soil Recycling Facility</i> <i>Fairground</i> <i>Stadium/Arena</i> <i>Secure Community Transition Facilities</i> <i>Marijuana Business</i>

¹ *Conditional use permit* required before approving more than one dwelling on individual *lots*, except on *lots* in subdivisions, short subdivisions or binding site plans approved for multiple unit *lots*, and except as provided for *accessory dwelling units* in subsection 3 of this section.

² *Manufactured homes* and *mobile homes* are only allowed in *mobile home parks*.

³ a. See KMC [18.73.100](#) regarding *accessory dwelling units*.

b. One single or twin engine, noncommercial aircraft shall be permitted only on *lots* that abut, or have a legal access that is not a *City* right-of-way to, a waterbody or landing field, provided there is:

(1) No aircraft sales, service, repair, charter or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

⁴ Except *bed and breakfast guesthouses*.

⁵ *Bed and breakfast guesthouses* shall be authorized after issuance of a *conditional use permit*, subject to the following conditions:

a. The guesthouse shall be owner-occupied;

b. Meals shall be served to paying guests only (no restaurant *use* permitted);

- c. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;
- d. Parking shall be provided as required by this title; and
- e. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.

⁶ Reserved.

⁷ The following conditions and limitations shall apply, where appropriate:

- a. No stadiums on *sites* less than 10 acres;
- b. Lighting for *structures* and fields shall be directed away from residential areas;
- c. *Structures* or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones, except for *structures* in on-site recreation areas required in KMC [18.30.130](#) and [20.47.155](#). *Setback* requirements for *structures* in these on-site required recreation areas shall be maintained in accordance with the zoning standards for the underlying residential zone;
- d. Overnight camping is allowed only in an approved *campground*.

⁸ Limited to recreation facilities subject to the following conditions and limitations:

- a. The bulk and scale shall be compatible with residential character of the area;
- b. For *sports clubs*, the gross floor area shall not exceed 10,000 square feet unless the *building* is on the same *site* or adjacent to a *site* where a public facility is located or unless the *building* is a nonprofit facility; and
- c. Use is limited to residents of a specified residential *development* or to *sports clubs* providing supervised instructional or athletic programs.

⁹ Only for stand-alone *sports clubs* that are not part of a *park*.

¹⁰ Clubhouses, maintenance buildings, equipment storage areas and driving range tees shall be at least 50 feet from residential property lines. Lighting for practice greens and driving range ball

impact areas shall be directed away from adjoining residential zones. Applications shall comply with adopted *best management practices* for golf course *development*.

¹¹ Excluding amusement and recreational *uses* classified elsewhere in this chapter.

¹² *Social card games*, as defined by this title, are prohibited.

¹³ Limited to a golf driving range as an accessory to golf courses.

¹⁴ Limited to golf driving ranges and subject to subsection 10 of this section.

¹⁵ Only as accessory to a *park* or in a *building* listed on the National Register as an historic site or designated as a *City* landmark subject to Chapter [18.50](#) KMC.

¹⁶ Not permitted in R-1 and limited to a maximum of 5,000 square feet per establishment and subject to the additional requirements in KMC [18.21.070](#).

¹⁷ Only as an accessory to a cemetery.

¹⁸ Limited to columbariums accessory to a church, but required *landscaping* and parking shall not be reduced.

¹⁹ *Structures* shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

²⁰ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC, or an *accessory use* to a school, church, *park*, *sport club* or public housing administered by a *public agency*, and:

- a. Outdoor play areas shall be completely enclosed by a solid wall or *fence*, with no openings except for gates and have a minimum height of six feet;
- b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
- c. Direct access to a developed arterial *street* shall be required in any residential zone; and
- d. Hours of operation may be restricted to assure compatibility with surrounding *development*.

²¹ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.

²² Except day care services and residential care.

- ²³ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.
- ²⁴ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC or as a joint use of an existing public school facility.
- ²⁵ Limited to *drop box facilities* accessory to a public or community use such as a school, fire station or community center.
- ²⁶ Renovation, expansion, modernization, or reconstruction of a school, or the addition of *relocatable facilities*, is permitted.
- ²⁷ Only as an accessory to residential use, and:
- a. Students shall be limited to 12 per one-hour session;
 - b. All instruction must be within an enclosed *structure*; and
 - c. *Structures* used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.
- ²⁸ Subject to the following:
- a. *Structures* used for the school and *accessory uses* shall maintain a minimum distance of 25 feet from property lines adjoining residential zones;
 - b. On *lots* over two and one-half acres:
 - (1) *Retail sales* of items related to the instructional courses are permitted, if total floor area for *retail sales* is limited to 2,000 square feet;
 - (2) Sales of food prepared in the instructional courses are permitted with Seattle/King County public health and *City* approval, if total floor area for food sales is limited to 1,000 square feet and is located in the same *structure* as the school; and
 - (3) Other incidental student-supporting *uses* are allowed, if such *uses* are found to be both compatible with and incidental to the principal use; and
 - c. On *sites* over 10 acres, zoned R-1 and/or R-4:
 - (1) *Retail sales* of items related to the instructional courses are permitted, provided total floor area for *retail sales* is limited to 2,000 square feet;

- (2) Sales of food prepared in the instructional courses are permitted with Seattle/King County public health and *City* approval, if total floor area for food sales is limited to 1,750 square feet and is located in the same *structure* as the school;
- (3) Other incidental student-supporting *uses* are allowed, if the *uses* are found to be functionally related, subordinate, compatible with and incidental to the principal *use*;
- (4) The *use* shall be integrated with allowable agricultural *uses* on the *site*;
- (5) Advertised special events shall comply with the temporary use requirements of this title; and
- (6) Existing *structures* that are damaged or destroyed by fire or natural event, if damaged by more than 50 percent of their prior value, may reconstruct and expand an additional 65 percent of the original floor area but need not be approved as a conditional use if their *use* otherwise complies with the development conditions in this subsection (28)(c) and this title.

²⁹ Only if adjacent to an existing or proposed school.

³⁰ a. Only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter 18.50 KMC; or

b. Only when accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.

³¹ a. Utility yards only on *sites* with utility district offices; or

b. *Public agency* yards are limited to material storage for road maintenance facilities.

³² Limited to "storefront" police offices. Such offices shall not have:

a. Holding cells;

b. Suspect interview rooms; or

c. Long-term storage of stolen properties.

³³ a. All *buildings* and *structures* shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

b. Any *buildings* from which fire-fighting equipment emerges onto a *street* shall maintain a distance of 35 feet from such *street*; and

c. No *outdoor storage*.

³⁴ Excluding *bulk gas storage tanks*.

³⁵ Limited to *bulk gas storage tanks* which pipe to individual residences but excluding liquefied natural gas storage tanks.

³⁶ Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

- a. They are located on existing parking lots for churches, schools, or other permitted nonresidential *uses* which have excess capacity available during commuting hours; and
- b. The *site* is adjacent to a designated arterial that has been improved to a standard acceptable to the *department*.

³⁷ Except when participating in an approved shared facility drainage plan; such facilities shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. For shared facilities, such facilities which are not located on the *lot* they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.

³⁸ Only as an *accessory use* to a *public agency or utility yard*, or to a *transfer station*.

³⁹ Permitted when:

- a. Located in the R-24 zone; and
- b. On a *site* in *professional office or construction and trade office uses* as of May 8, 2003; and
- c. Part of a *mixed use development*; and
- d. Limited to 15,000 square feet; and
- e. No *outdoor storage* of equipment occurs.

⁴⁰ Except *self-service storage*.

⁴¹ Accessory to an *apartment development* of at least 12 units, provided:

- a. The gross floor area in *self-service storage* shall not exceed the total gross floor area of the *apartment* dwellings on the *site*;
- b. All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
- c. The use of the facility shall be limited to dead storage of household goods;
- d. No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
- e. No *outdoor storage* or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
- f. No residential occupancy of the storage units;
- g. No business activity other than the rental of storage units; and
- h. A resident director shall be required on the *site* and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

⁴² Permitted when:

- a. Located in the R-24 zone; and
- b. On a *site* in *professional office* or *construction and trade office uses* as of May 8, 2003; and
- c. Part of a *mixed use development*; and
- d. Limited to 15,000 square feet; and
- e. No *outdoor storage* of equipment occurs.

⁴³ Limited to *emergency* medical evacuation sites in conjunction with police, fire or health service facility.

⁴⁴ Not in R-1 and limited to *variety stores* with a maximum of 5,000 square feet of gross floor area, and subject to KMC [18.21.070](#).

⁴⁵ Not permitted in R-1 and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC [18.21.070](#).

⁴⁶ Not permitted in R-1 and excluding drinking places, and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC [18.21.070](#).

⁴⁷ *Social card games*, as defined by this title, are prohibited.

⁴⁸ Limited to *cogeneration* facilities for on-site use only.

⁴⁹ ~~The provisions apply only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter [18.60](#) KMC.~~

⁵⁰ ~~a. Limited to no more than three satellite dish antennas.~~

~~b. Limited to one satellite dish antenna.~~

~~c. Limited to tower consolidations.~~

⁵¹ Only in conjunction with an existing or proposed school.

⁵² Except racing of motorized vehicles.

⁵³ Except arboretum.

⁵⁴ Except technical institutions. See *vocational schools*.

⁵⁵ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.

⁵⁶ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

⁵⁷ A *family child-care home* is subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:

- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
- b. A safe passenger loading area as certified by the DEL licenser shall be provided;
- c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the City;
- d. The *family child-care home* shall comply with all applicable development standards of the City, unless determined to be legally nonconforming;

- e. All signage shall conform to the applicable requirements of Chapter 18.42 KMC; and
- f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.

18.22.010 Neighborhood business zone – Use allowances.

The following *uses* in Table A are identified as permitted, conditionally permitted, special uses, or *prohibited uses* in the neighborhood business zone:

Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Townhouse¹</i>	<i>Sports Club⁷</i>	<i>Jail</i>	<i>Single Detached Dwelling Unit</i>
<i>Apartment¹</i>	<i>School District Support</i>	<i>Work Release Facility</i>	<i>Family Child-Care Home</i>
<i>Community Residential</i>	<i>Facility</i>	<i>Nonhydroelectric</i>	<i>Designated Manufactured</i>
<i>Facility I¹</i>	<i>Helistop²²</i>	<i>Generation Facility</i>	<i>Home</i>
<i>Community Residential</i>	<i>Nonhydroelectric</i>	<i>Communication</i>	<i>Mobile Home and</i>
<i>Facility II¹</i>	<i>Generation Facility²⁸</i>	<i>Facility²⁹</i>	<i>Manufactured Home</i>
<i>Senior Citizen Assisted</i>	<i>Communication</i>	<i>Oil and Gas Extraction</i>	<i>Mobile Home Park</i>
<i>Living¹</i>	<i>Facility^{29,30}</i>	<i>Energy Resource</i>	<i>Dormitory</i>
<i>Residential Accessory Uses²</i>	<i>Earth Station</i>	<i>Recovery Facility</i>	<i>Home Industry</i>
<i>Home Occupation</i>	<i>College/University^{33,35}</i>	<i>Landfill</i>	<i>Hotel/Motel³</i>
<i>Bed and Breakfast</i>		<i>Transfer Station</i>	<i>Organization Hotel/Lodging</i>
<i>Guesthouse⁴</i>		<i>Wastewater Treatment</i>	<i>Houses</i>
<i>Park</i>		<i>Facility</i>	<i>Campgrounds</i>
<i>Trails</i>		<i>Municipal Water</i>	<i>Destination Resorts</i>
<i>Marina⁶</i>		<i>Production</i>	<i>Recreational Vehicle Park</i>
<i>Library</i>		<i>Airport/Heliport</i>	<i>Adult Entertainment Business</i>
<i>Museum</i>		<i>Transit Bus Base</i>	<i>Theater</i>
<i>Arboretum</i>		<i>School Bus Base</i>	<i>Theater, Drive-in</i>
<i>Conference Center</i>		<i>Racetrack³¹</i>	<i>Bowling Center</i>
<i>General Personal Service</i>		<i>College/University³³</i>	<i>Golf Course Facility</i>
<i>Cemetery, Columbarium or</i>		<i>Secure Community</i>	<i>Amusement and Recreation</i>
<i>Mausoleum¹⁰</i>		<i>Transition Facilities³⁶</i>	<i>Services^{8,9}</i>
<i>Day Care I</i>			<i>Shooting Range</i>
<i>Day Care II</i>			<i>Amusement Arcades</i>
<i>Veterinary Clinic¹¹</i>			<i>Amusement Park</i>
<i>Automotive Repair^{12,13}</i>			<i>Outdoor Performance Center</i>

Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
Automotive Service ¹³ <i>Church, Synagogue,</i> <i>Mosque, Temple</i> <i>Social Services</i> ^{14, 15} <i>Artist Studios</i> <i>Interim Recycling Facility</i> ¹⁶ <i>Medical/Dental</i> <i>Office/Outpatient Clinic</i>			Drycleaning Plants Industrial Launderers Funeral Home/Crematory <i>Miscellaneous Repair</i> <i>Stable</i> <i>Kennel or Cattery</i> <i>Theatrical Production Services</i> Nursing and Personal Care Facilities
<i>Specialized Instruction</i> <i>School</i> <i>Public Agency or Utility</i> <i>Office</i> Police Facility ¹⁷ Fire Facility <i>Utility Facility</i> <i>Commuter Parking Lot</i> <i>Private Stormwater</i> <i>Management Facility</i> ¹⁸ <i>Vector Waste Receiving</i> <i>Facility</i> ¹⁹ <i>General Business Service</i> <i>Professional Office</i> Automotive Parking ²⁰ <i>Commercial/Industrial</i> <i>Accessory Uses</i> ²¹ <i>Building, Hardware and</i> <i>Garden Materials Stores</i> ²³ <i>Department and Variety</i> <i>Stores</i> ²⁴ Food Stores			Hospital Medical/Dental Lab <i>Miscellaneous Health</i> <i>Services</i> <i>Elementary School</i> <i>Middle/Junior High School</i> <i>Secondary or High School</i> <i>Vocational School</i> <i>Public Agency or Utility Yard</i> <i>Public Agency Archives</i> Court <i>Construction and Trade</i> <i>Individual Transportation and</i> <i>Taxi</i> Trucking and Courier Service <i>Warehousing and Wholesale</i> <i>Trade</i> <i>Self-Service Storage</i> Farm Product Warehousing, Refrigeration and Storage <i>Log Storage</i> Transportation Service

Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
Gasoline Service Stations Eating and Drinking Places ^{25,26} <i>Drug Stores</i> <i>Book, Stationery, Video and</i> <i>Art Supply Stores</i> <i>Hobby, Toy, Game Shops</i> <i>Photographic and Electronic</i> <i>Shops</i> <i>Florist Shops</i> <i>Pet Shops</i> Printing and Publishing ²⁷ <i>Earth Station</i> ^{28b} College/University ^{33,34}			Freight and Cargo Service Passenger Transportation Service Communication Offices Telegraph and Other Communications Outdoor Advertising Service Miscellaneous Equipment Rental Automotive Rental and Leasing Professional Sports Teams/Promoters Research, Development and Testing <i>Heavy Equipment and Truck</i> <i>Repair</i> <i>Forest Product Sales</i> <i>Agricultural Product Sales</i> <i>Motor Vehicle and Boat</i> <i>Dealers</i> Auto Supply Stores Apparel and Accessory Stores <i>Furniture and Home</i> <i>Furnishings Stores</i>
			Liquor Stores Used Goods: Antiques/Secondhand Shops <i>Sporting Goods and Related</i> Stores <i>Jewelry Stores</i>

Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			Monuments, Tombstones and Gravestones Sales <i>Fabric Shops</i> Fuel Dealers <i>Personal Medical Supply</i> Stores <i>Bulk Retail</i> Auction Houses Livestock Sales <i>Manufacturing Land Uses,</i> except Printing and Publishing <i>Resource Land Uses</i> Jail Farm/Camp <i>Public Agency Animal Control</i> Facility <i>Public Agency Training</i> Facility <i>Hydroelectric Generation</i> Facility Soil Recycling Facility Fairground Zoo/Wildlife Exhibit ³² Stadium/Arena <i>Marijuana Business</i>

¹ Only as part of a *mixed use development* subject to the conditions of Chapter [18.50](#) KMC, except that stand-alone *townhouse developments* are permitted subject to KMC [17.20.125](#), [18.22.020](#), [18.30.130](#) and [18.50.050](#);

² a. See KMC [18.73.100](#) regarding *accessory dwelling units*.

b. One single or twin engine, noncommercial aircraft shall be permitted only on *lots* that abut, or have a legal access that is not a *City* right-of-way to, a waterbody or landing field, provided there is:

(1) No aircraft sales, service, repair, charter or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

³ Except *bed and breakfast guesthouses*.

⁴ *Bed and breakfast guesthouses* shall be subject to the following conditions:

a. The guesthouse shall be owner-occupied;

b. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;

c. Parking shall be provided as required by this title; and

d. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.

⁵ Reserved.

⁶ Limited to day moorage.

⁷ Only for stand-alone *sports clubs* that are not part of a *park*.

⁸ Excluding amusement and recreational *uses* classified elsewhere in this chapter.

⁹ *Social card games*, as defined by this title, are prohibited.

¹⁰ Limited to columbariums accessory to a church, but required *landscaping* and parking shall not be reduced.

¹¹ a. No burning of refuse or dead animals is allowed;

b. The portion of the *building* or *structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and

c. The provisions of Chapter [18.70](#) KMC relative to animal keeping are met.

¹² Except tire retreading.

¹³ The repair work or service shall only be performed in an enclosed *building*, with no *outdoor storage* of materials. Top, body, and upholstery repair shops and paint shops are not allowed.

¹⁴ Except day care services and residential care.

¹⁵ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

¹⁶ With the exception of *drop box facilities* for the collection and temporary storage of *recyclable materials*, all processing and storage of material shall be within enclosed *buildings*. *Yard waste processing* is not permitted.

¹⁷ Limited to "storefront" police offices. Such offices shall not have:

a. Holding cells; or

b. Long-term storage of stolen properties.

¹⁸ Except in commercial zones or when participating in an approved shared facility drainage plan; such facilities shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. In commercial zones or shared facilities, such facilities which are not located on the *lot* they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.

¹⁹ *Vector waste* treatment, storage and disposal shall be limited to liquid materials. Materials shall be disposed of directly into a sewer system, or shall be stored in tanks (or other covered *structures*), as well as enclosed *buildings*.

²⁰ No tow-in lots for damaged, abandoned or otherwise impounded vehicles.

²¹ Storage limited to accessory storage of commodities sold at retail on the premises or materials used in the fabrication of commodities sold on the premises.

²² Limited to *emergency* medical evacuation sites in conjunction with police, fire or health service facility.

²³ Only *hardware and garden materials stores* shall be permitted.

²⁴ Limited to *variety stores*, and further limited to a maximum of 2,000 square feet of gross floor area.

²⁵ Excluding drinking places.

²⁶ *Social card games*, as defined by this title, are prohibited.

²⁷ Limited to photocopying and printing services offered to the general public.

²⁸ Limited to *cogeneration* facilities for on-site use only.

²⁹ ~~The provisions apply only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter 18.60 KMC.~~

³⁰ ~~a. Limited to no more than three satellite dish antennas.~~

~~b. Limited to one satellite dish antenna.~~

~~c. Limited to tower consolidations.~~

³¹ Except racing of motorized vehicles.

³² Except arboretum.

³³ Except technical institutions. See *vocational schools*.

³⁴ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.

³⁵ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

³⁶ *SCTF* Siting. *Secure community transition facilities* as defined in RCW [71.09.020](#) are permitted by *special use permit* in the neighborhood business zone, subject to the following restrictions:

a. Maximum Number of Residents. No *SCTF* shall house more than three persons, excluding resident staff.

b. Siting Criteria.

(1) *SCTFs* should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.

- (2) No *SCTF* shall be allowed within the following distances from the following specified *uses*, areas or zones, whether such *uses*, areas or zones are located within or outside the *City* limits:
- (A) In or within 250 feet of any residential zone district, or any residentially zoned property;
 - (B) Adjacent to, immediately across a *street* or parking lot from, or within the line of sight of a "risk potential activity" as defined in RCW [71.09.020](#), as amended, including, but not limited to, public and private schools; school bus stops; licensed *day care* and licensed preschool facilities; public *parks*, publicly dedicated *trails* and sports fields; recreational and community centers; playgrounds; *church*, *synagogue*, *mosque*, *temple*; and public libraries;
 - (C) One mile from any existing *SCTF*, work release, prerelease, or similar facility.
- (3) The distances specified in footnote (36)(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the *SCTF* is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.
- c. On-Site Facilities Required. Each *SCTF* shall provide on-site dining, on-site laundry or laundry service, and on-site *recreational facilities* to serve the residents.
- d. *Special Use Permit Application Process*. A *special use permit* application for an *SCTF* shall be accompanied by the following:
- (1) The siting process used for the *SCTF*, including alternative locations considered. At least three alternative locations must be considered.
 - (2) An analysis showing that utmost consideration was given to potential *sites* such that siting of the facility will have no unreasonable impact on any one racial, cultural, or socio-economic group, and that there will not be a resulting concentration of similar facilities in a particular neighborhood, community, jurisdiction or region.
 - (3) Proposed mitigation measures including the use of extensive buffering from adjacent *uses*.
 - (4) A detailed security plan for the facility and the residents.
 - (5) Proposed operating rules for the facility.
 - (6) A schedule and analysis of all public input solicited or to be solicited during the siting process.

18.23.020 Use allowances.

The following *uses* listed in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the community business zone:

Table A. Community Business Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Artist Studios	City Government Facilities and Offices	Adult Entertainment
Arts and Crafts	College/University	Business
Schools/Studios	Communication Facility, Major and Minor, only when	Auto Supply Stores
Bed and Breakfast	on a building; prohibit stand-alone	Automotive Rental and
Guesthouses	Community Residential Facility I or II	Leasing
Family Child-Care Home ²	Conference Centers	Automotive Repair
Day Care Centers I and II	Cultural Facilities	Automotive Service
Eating and Drinking Places ¹	Fire Facility	Bulk Retail
General Business Services	K – 12 Educational Institution (Public or Private)	Car Wash
Home Occupation	Medical/Dental Labs	Construction and Trade
Medical/Dental	Nursing and Personal Care Facilities	Drive-Through Service
Office/Outpatient Clinic	Police Facility	Helistop
Multiple-Family Dwelling	Public Agency or Utility Office: Non-City	Hospitals
Professional Offices	Recreational Facilities, Indoor	Hotel
Parks	Religious Institutions: Church, Synagogue, Mosque,	Indoor Storage
Private Stormwater	Temple	Interim Recycling Facility
Management Facility	Services, Off-Site	Manufacturing
Rental Services, No Outside	Social Services, Noncorrectional	Marijuana Business
Storage	Specialized Instruction School	Mobile Food Vendor
Retail Sales, Indoor ¹	Utility Facility: Limited to Sewer Lift Stations and	Mobile Home Parks
Services, On-Site ¹	Pipes/Electrical Wires and Associated Structure	Motel
Single Detached Dwelling	Supports	Motor Vehicle and Boat
Unit, Existing Legal	Veterinary Offices/Clinics	Dealers
Trails	Vocational Schools	Outdoor Performance
		Center
		Outdoor Retail
		Display/Sidewalk Sale
		Outdoor Storage

Table A. Community Business Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
		<i>Recreational Facilities, Outdoor</i> <i>Rental Services with Outside Storage</i> <i>Retail Sales, Outdoor</i> <i>Self-Service Storage</i> <i>Single Detached Dwelling Unit, New</i> <i>Social Services, Correctional</i> <i>Taxi Stand</i> <i>Theater</i> <i>Theatrical Production Services</i> <i>Tow Truck Operation/Auto Yard</i> <i>Transit Center</i> <i>Trucking and Courier Service</i> <i>Warehousing and Wholesale Trade</i>

¹ Permitted only as part of a *mixed use development* and must occupy 50 percent of the *ground floor at street frontage*. Each *use* is limited to maximum 5,000 square feet per *use* and 15,000 square feet total contiguous.

² A *family child-care home* is permitted in an existing legal *single detached dwelling unit* subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:

- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
- b. A safe passenger loading area as certified by the DEL licensor shall be provided;

- c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
- d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
- e. All signage shall conform to the applicable requirements of Chapter 18.42 KMC; and
- f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.

18.24.020 Use allowances.

The following *uses* in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the downtown residential zone.

Table A. Downtown Residential Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Auction House, Existing⁶</i> <i>Automotive Service, Accessory¹</i> <i>Bed and Breakfast</i> <i>Guesthouse</i> <i>City Government Facilities and Offices</i> <i>Community Residential Facility I or II</i> <i>Cultural Facilities</i> <i>Family Child-Care Home⁸</i> <i>Day Care I or II²</i> <i>Home Occupation</i> <i>Multiple-Family Dwelling³</i> <i>On-Site Services⁴</i> <i>Parking: Off-Street Required</i> <i>Parking Lot or Structure</i> <i>Parks</i> <i>Professional Office⁴</i> <i>Recreation, Indoor: Sports Club</i> <i>Retail Sales, Indoor⁴</i> <i>Single Detached Dwelling Unit, Existing Legal</i> <i>Trails</i> <i>Vehicle Auction, Existing⁷</i>	<i>Communication Facility, Major⁵</i> Eating and Drinking Places Nursing and Personal Care Facilities Religious Institutions: <i>Church, Synagogue, Mosque, Temple</i> <i>Social Services, Noncorrectional</i> <i>Utility Facility: Limited to Sewer Lift Stations and Pipes/Electrical Wires and Associated Structural Supports</i>	<i>Indoor Storage</i> <i>Marijuana Business</i> <i>Mobile Home Parks</i> <i>Outdoor Storage</i> <i>Public Agency or Utility Office: Non-City</i> <i>Retail Sales, Outdoor</i> <i>Self-Service Storage</i> <i>Single Detached Dwelling Unit, New</i> <i>Social Services, Correctional</i>

¹ Only permitted when accessory to and contained within a structured parking garage.

² *Day care* II permitted only when accessory to a school, church, *park*, *sport club* or public housing administered by a *public agency*.

³ *Townhouses* are required to have four units minimum in a cluster. Enclosed under building parking is required per Chapter [18.52](#) KMC, Downtown Design Standards.

⁴ Permitted only as part of a *mixed use development*, and must occupy 50 percent of the *ground floor* at *street frontage*. Each *use* is limited to maximum 5,000 square feet per *use* and 15,000 square feet total contiguous.

⁵ ~~Limited to tower consolidations.~~

⁶ Except for vehicle and animal auction *uses*. Existing *auction houses* are permitted on properties currently used for *auction house* activity as of January 12, 2007. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of the property. The *auction house use* may not expand *buildings* or storage beyond the *use's* existing footprint. The *auction house* may expand accessory on-site parking associated with existing *auction house use* to adjoining or nearby parcels of land, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

⁷ Vehicle auctions in existence as of January 12, 2007, are permitted on-site area and within *buildings* in the downtown residential zone located east of 68th Avenue NE and north of NE 182nd Street that are being used as a vehicle auction *use* as of that date. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of property. With the exception of accessory parking outlined below, existing

vehicle auction *uses* may not expand beyond their existing building footprint plus abutting easements, loading, or parking areas used for vehicle auction as of January 12, 2007.

Renovations or alterations within the existing building footprint are permitted. However, expansion of existing *buildings* for vehicle auction *use* is prohibited. Expansion of accessory on-site parking associated with existing vehicle auction *use* to adjoining or nearby parcels of land is allowed, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

^s A *family child-care home* is permitted in an existing legal *single detached dwelling unit* subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:

- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
- b. A safe passenger loading area as certified by the DEL licensor shall be provided;
- c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
- d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
- e. All signage shall conform to the applicable requirements of Chapter [18.42](#) KMC; and
- f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.

18.25.020 Use allowances.

The following *uses* listed in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the downtown commercial zone:

Table A. Downtown Commercial Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult Entertainment Businesses ¹¹	College/University	Automotive Rental and
Artist Studios	Communication Facility, Major and Minor	Leasing, New,
Arts and Crafts Schools/Studios	Only when on building; prohibit stand-alone	Nonaccessory
Auction House, Existing ¹²	Community Residential Facility I or II	Automotive Repair, New,
Auto Supply Stores	Fire Facility	Nonaccessory
Automotive Rental and Leasing,	Helistop	Automotive Service, New,
Accessory ¹	Hospitals	Nonaccessory
Automotive Repair, Accessory ¹	K – 12 Educational Institution (Public or	Bulk Retail
Automotive Repair, Existing Legal ¹⁰	Private)	Car Wash, Nonaccessory
Automotive Service, Accessory ¹	Medical/Dental Labs	Construction and Trade
Automotive Service, Existing Legal ¹	Police Facility	Gasoline Service Stations,
Bed and Breakfast Guesthouse ²	Public Agency or Utility Office: Non-City	New
Car Wash, Accessory ¹	Religious Institutions: Church, Synagogue,	Indoor Storage
City Government Facilities and Offices	Mosque, Temple	Interim Recycling Facility
Conference Centers	Social Services, Correctional	Manufacturing
Cultural Facilities	Specialized Instruction School	Marijuana Business
Day Care Centers I and II	Utility Facility: Limited to Sewer Lift Stations	Motel
Drive-Through Service ³	and Pipes/Electrical Wires and Associated	Motor Vehicle and Boat
Eating and Drinking Places	Structural Supports	Dealers, Nonaccessory
Gasoline Service Stations, Existing	Vocational School	
Legal		
General Business Services		
Home Occupation		
Hotel		
Medical/Dental Office/Outpatient Clinic		
Mobile Food Vendor ⁴		Nursing and Personal
Motor Vehicle and Boat Dealers,		Care Facilities
Accessory ¹		Outdoor Storage

Table A. Downtown Commercial Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Multiple-Family Dwelling⁵</i> <i>Off-Site Services⁶</i> <i>Outdoor Performance Center⁶</i> <i>Outdoor Retail Display/Sidewalk Sale⁷</i> <i>Professional Offices</i> <i>Parking: Commuter Parking Lot or Structure, Off-Street Required Parking Lot or Structure⁹</i> <i>Parks</i> <i>Private Stormwater Management Facility</i> <i>Recreational Facilities, Indoor</i> <i>Rental Services, No Outside Storage</i> <i>Retail Sales, Indoor</i> <i>Services, On-Site</i> <i>Social Services, Noncorrectional</i> <i>Taxi Stand</i> <i>Theater</i> <i>Theatrical Production Services</i> <i>Trails</i> <i>Transit Center⁸</i> <i>Vehicle Auction, Existing¹³</i> <i>Veterinary Offices/Clinics: No outdoor kennels or facilities</i>		<i>Recreational Facilities, Outdoor</i> <i>Rental Services, with Outside Storage</i> <i>Retail Sales, Outdoor</i> <i>Self-Service Storage</i> <i>Tow Truck Operation/Auto Impoundment Yard</i> <i>Trucking and Courier Service</i> <i>Warehousing and Wholesale Trade</i>

¹ Permitted only when accessory to and contained within a structured parking garage. Automotive rental and leasing *uses*, or *motor vehicle and boat dealer uses*, may also be permitted when accessory to an *existing legal* automotive service or *existing legal* automotive repair *use* and consistent with the following: (a) motor vehicles for sale, lease or rental shall not be arranged in a display lot fashion along the primary *street frontage*, and (b) shall be a subordinate and incidental part of the automotive repair or automotive service business, and (c) shall be

subject to Chapter [18.52](#) KMC, Downtown Design Standards, regarding screening, location and other relevant standards. Otherwise prohibited.

² Permitted only if part of a *mixed use development*.

³ Properties having frontage on SR-522 and taking primary access from SR-522 as of the effective date of the ordinance codified in this title shall be permitted *drive-through service*. Where allowed, *drive-through service* is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*. Modifications to these requirements may be reviewed through the site plan or building permit review process when meeting the intent of pedestrian orientation pursuant to Chapter [18.52](#) KMC, Downtown Design Standards.

⁴ *Mobile food vendors* are permitted subject to the following requirements:

- a. The stand is located on a sidewalk or near a storefront consistent with barrier-free regulations;
- b. The stand location on the sidewalk or near a storefront provides for at least four feet of unobstructed sidewalk between the stand and the sidewalk edge for pedestrian movement;
- c. No permanent fencing, walls, or other *structures* are installed which hinder removal of the *structure* from the *site*;
- d. No required parking stall shall be blocked or unusable as a result of the mobile vendor;
- e. Safe ingress and egress to the *site* shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
- f. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits; if accessory to a *use*, such operation is removed daily at the time of or prior to the close of business hours;
- g. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.

⁵ When located on property fronting on SR-522, NE 73rd Street, NE 181st Street west of 68th Avenue NE, 65th Avenue NE, 67th Avenue NE, or 68th Avenue NE, such *uses* shall be subject to the following conditions:

- a. A minimum of 80 percent of a *structure's* street front facade at street level shall be occupied by nonresidential (e.g., retail, office or service) *uses*. If the nonresidential and residential *uses* are located in separate *structures*, the 80 percent requirement shall apply to the *lot's* lineal *street frontage* at street level. Where the *lot* fronts on two or more *streets* and abuts a *lot* which is not zoned commercial, the street front facade requirement shall apply to the *structure's* facade along the *street* with the greatest continuous lineal feet of commercially zoned frontage.
- b. The required nonresidential *use* shall extend at least 30 feet in depth at street level from the street front facade of the *structure*; provided, that the minimum required depth may be averaged, with no depth less than 15 feet.
- c. Where a *lot* fronts on two or more *streets* and only abuts *lots* which are zoned commercial, the street front facade requirement shall be calculated by totaling the combined street front facades of the *structure* containing the required nonresidential *use*.
- ⁶ Permitted when located west of 68th Avenue NE and associated with a plaza open to the public, and space is made available for general public passive or active use during non-performance hours.
- ⁷ *Outdoor retail displays/sidewalk sales* are permitted subject to:
 - a. The *outdoor retail display/sidewalk sale* shall be accessory to a permitted permanent commercial *use*;
 - b. Fire lanes shall remain fully open and accessible at all times;
 - c. The location on sidewalk or near storefront is barrier-free;
 - d. No required parking stall shall be blocked or unusable as a result of the *outdoor retail display/sidewalk sale*;
 - e. Safe ingress and egress to the *site* shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
 - f. Such display and activity is removed daily at the time of or prior to the close of business hours;
 - g. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.

⁸ When located along NE 73rd Street, NE 181st Street west of 68th Avenue NE, 65th Avenue NE, 67th Avenue NE, or 68th Avenue NE, such *use* shall be housed on floors other than the *ground floor* street front facade.

⁹ a. Within the zone north of SR-522 and west of 68th Avenue NE, *transit centers* and commuter parking facilities shall be in structured *buildings* when the number of stalls exceeds 20. *Transit centers* or *commuter parking lots* shall be located a maximum distance of 1,200 lineal feet measured from the center line of SR-522 to the furthestmost point of the *transit center* or *commuter parking lot*.

b. Parking structures, in whatever location in the zone, shall provide retail usages for at least 50 percent of the *ground floor street frontages*, consistent with Chapter [18.52](#) KMC, Downtown Design Standards.

c. Parking structures shall be designed consistent with Chapter [18.52](#) KMC, Downtown Design Standards; interior design considerations shall include integration of parking with any transit bays, provision of indoor access to shops, and covered walkways to adjacent shopping, civic, residential, or other *developments* that patrons will access. Crime prevention through environmental design (CPTED) principles shall be integrated, such as, but not limited to, full spectrum lighting and maximization of visibility in publicly used areas.

¹⁰ In the downtown commercial zone, properties (a) fronting SR-522 or taking primary access from SR-522, and (b) located on a property where the extent of use is no deeper than 260 feet from SR-522, and (c) containing automotive repair or automotive service *uses* as of April 28, 2003, shall be considered *existing legal uses*. Otherwise prohibited.

¹¹ It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this section, without regard to intervening *structures* or objects, if any:

- a. Residentially zoned property;
- b. Public or *private* school for general education of any grade K through 12;
- c. School bus stop;
- d. Licensed *day care* or licensed preschool facility;

- e. Public *park*;
- f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by SR-522;
- g. Sports fields or playgrounds;
- h. Recreation or community center;
- i. *Church, synagogue, mosque, temple*, or other house of religious worship;
- j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

¹² Except for vehicle and animal auction *uses*. Existing *auction houses* are permitted on properties currently used for *auction house* activity as of January 12, 2007. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of the property. The *auction house use* may not expand *buildings* or storage beyond the *use's* existing footprint. The *auction house* may expand accessory on-site parking associated with existing *auction house use* to adjoining or nearby parcels of land, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

¹³ Vehicle auctions in existence as of January 12, 2007, are permitted on-site area and within *buildings* in the downtown commercial zone located east of 68th Avenue NE and north of NE 182nd Street that are being used as a vehicle auction *use* as of that date. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of property. With the exception of accessory parking noted in this subsection, existing vehicle auction *uses* may not expand beyond their existing building footprint plus abutting easements, loading, or parking areas used for vehicle auction as of January 12, 2007. Renovations or alterations within the existing building footprint are permitted; however, expansion of existing *buildings* for vehicle auction *use* is prohibited. Expansion of accessory on-site parking associated with existing vehicle auction *use* to adjoining or nearby parcels of land is allowed, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC 18.52.180;
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

18.25A.030 Use allowances – Urban corridor west subarea.

The following *uses* listed in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the urban corridor west subarea:

Table A. Urban Corridor West Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business</i> ¹	<i>Arts, entertainment, outdoor</i> ¹¹	<i>Air transportation service</i>
<i>Ambulatory surgery center</i>	<i>College/university</i>	<i>Auction house</i>
<i>Animal kennel/shelter</i> ²	<i>Communication facility</i> ¹²	<i>Automotive sales and service, marine</i>
<i>Arts, entertainment, indoor</i>	<i>Fire or police facility</i>	<i>Automotive sales and service, nonmarine</i>
<i>Business service, standard</i>	<i>Laboratory</i> ⁵	<i>Business service, intensive</i>
<i>Cemetery, columbarium or mausoleum</i> ³	<i>Recreational facility, indoor</i> ⁸	<i>Construction and trade</i>
<i>Community residential facility</i>	<i>Recreational facility, outdoor</i> ¹³	<i>Family child-care home</i>
<i>Day care</i>		<i>Hospital</i>
<i>Eating and drinking place</i> ⁴		<i>Manufacturing, heavy</i>
<i>Educational service</i>		<i>Mobile home park</i>
<i>Funeral home/crematory</i>		<i>Recreational facility, outdoor</i> ¹³
<i>Health care and social assistance</i>		<i>Regional land use</i>
<i>Laboratory</i> ⁵		<i>Resource land use</i>
<i>Manufacturing, light</i>		<i>Retail sales, bulk</i>
<i>Marijuana business</i>		<i>Secure facility</i>
<i>Mobile food service</i> ⁶		<i>Single detached dwelling unit</i>
<i>Multiple-family dwelling</i> ⁷		<i>Transportation</i>
<i>Office</i>		<i>Utility facility</i>
<i>Park</i>		<i>Vehicle or equipment rental</i>
<i>Personal service</i>		<i>Vehicle refueling station</i>
<i>Recreational facility, indoor</i> ⁸		<i>Warehousing</i>
<i>Religious institution</i>		<i>Wholesale trade</i>
<i>Retail sales</i> ⁹		
<i>Standalone parking</i> ¹⁰		
<i>Supportive living facility</i>		
<i>Temporary lodging</i>		

¹ It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:

- a. Residentially zoned property;
- b. Public or *private* school for general education of any grade K through 12;
- c. School bus stop;
- d. Licensed *day care* or licensed preschool facility;
- e. Public *park*;
- f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
- g. Sports fields or playgrounds;
- h. Recreation or community center;
- i. *Religious institution*;
- j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

² Provided:

- a. No burning of refuse or dead animals is allowed;
- b. The portion of the *building* or *structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;

c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and

d. The provisions of Chapter [18.70](#) KMC relative to animal keeping shall be met.

³ Limited to indoor columbariums and mausoleums only.

⁴ *Social card games*, as defined by this title, are prohibited.

⁵ *Laboratories* that must comply with special containment procedures for large quantities of hazardous materials are subject to a *conditional use permit*.

⁶ Provided:

a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.

b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.

c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.

d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.

e. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.

⁷ North of SR-522, allowed only as part of a *mixed use development* subject to the conditions of Chapter [18.50](#) KMC.

⁸ South of SR-522, *indoor recreational facility* is a conditional use.

⁹ South of SR-522, allowed only as part of a *mixed use development* subject to the conditions of Chapter [18.50](#) KMC.

¹⁰ Standalone surface parking and boat racks shall not be permitted.

¹¹ Outdoor activities shall be at least 50 feet from adjoining residential zones and lighting shall be directed away from adjoining residential zones. Hours of operation may be restricted to ensure compatibility.

¹² Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter 18.60 KMC.

¹³ North of SR-522, outdoor recreational facility is a prohibited use. Campgrounds and RV parks shall not be permitted south of SR-522.

18.25A.040 Use allowances – Urban corridor east subarea.

The following uses listed in Table B are identified as permitted, conditionally permitted, or prohibited uses in the urban corridor east subarea:

Table B. Urban Corridor East Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business ¹	College/university	Air transportation service
Ambulatory surgery center	Communication facility ¹³	Arts, entertainment, outdoor ³
Animal kennel/shelter ²	Fire or police facility	Auction house
Arts, entertainment, indoor	Hospital ⁵	Automotive sales and service, marine
Arts, entertainment, outdoor ³	Laboratory ⁷	Automotive sales and service, nonmarine
Business service, standard	Regional land use ⁵	Business service, intensive
Cemetery, columbarium or mausoleum ⁴	Retail sales, bulk ^{5,10}	Community residential facility ⁵
Community residential facility ⁵		Construction and trade
Day care		Family child-care home
Eating and drinking place ⁶		Hospital ⁵
Educational service		Manufacturing, heavy
Funeral home/crematory		Mobile home park
Health care and social assistance		Recreational facility, outdoor ³
Laboratory ⁷		Regional land use ⁵
Manufacturing, light		Resource land use
Marijuana business		Retail sales, bulk ⁵
Mobile food service ⁸		Secure facility
Multiple-family dwelling		Single detached dwelling unit
Office		Standalone parking ¹¹
Park		Transportation
Personal service		Utility facility
Recreational facility, indoor		Vehicle or equipment rental

Table B. Urban Corridor East Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Recreational facility, outdoor</i> ^{3,9} <i>Religious institution</i> <i>Retail sales</i> <i>Retail sales, bulk</i> ^{5,10} <i>Standalone parking</i> ¹¹ <i>Supportive living facility</i> <i>Temporary lodging</i> <i>Vehicle refueling station</i> ¹²		<i>Vehicle refueling station</i> ¹² <i>Warehousing</i> <i>Wholesale trade</i>

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:

- a. Residentially zoned property;
- b. Public or *private* school for general education of any grade K through 12;
- c. School bus stop;
- d. Licensed *day care* or licensed preschool facility;
- e. Public *park*;
- f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
- g. Sports fields or playgrounds;
- h. Recreation or community center;
- i. *Religious institution*;

j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

² Provided:

- a. No burning of refuse or dead animals is allowed;
- b. The portion of the *building* or *structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;
- c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and
- d. The provisions of Chapter 18.70 KMC relative to animal keeping shall be met.

³ Prohibited east of 80th Avenue NE. West of 80th Avenue NE, outdoor activities shall be at least 50 feet from adjoining residential zones and lighting shall be directed away from adjoining residential zones. Hours of operation may be restricted to ensure compatibility.

⁴ East of 80th Avenue NE, limited to indoor columbariums and mausoleums only.

⁵ Prohibited east of 80th Avenue NE.

⁶ *Social card games*, as defined by this title, are prohibited.

⁷ *Laboratories* that must comply with special containment procedures for large quantities of hazardous materials are subject to a *conditional use permit*.

⁸ Provided:

- a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
- b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.

- c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
- d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.
- e. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.
- ⁹ Campgrounds and RV parks shall not be permitted.
- ¹⁰ A *conditional use permit* is required if the building footprint is greater than 65,000 sq. ft.
- ¹¹ Prohibited east of 80th Avenue NE. Standalone surface parking lots for vehicles, boats or boat racks shall not exceed 10,000 sq. ft. in size west of 80th Avenue NE.
- ¹² Permitted only within 250 feet of the intersection of 80th Avenue NE and SR-522. Prohibited in other portions of the east subarea.
- ¹³ ~~Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter [18.60](#) KMC.~~

18.25B.020 Use allowances.

The following *uses* listed in Table A are identified as permitted, conditionally permitted or *prohibited uses* in the waterfront commercial zone:

Table A. Waterfront Commercial Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business ¹	Air transportation service	Auction house
Ambulatory surgery center	College/university	Automotive sales and service, nonmarine
Animal kennel/shelter ²	Communication facility ¹³	Business service, intensive
Arts, entertainment, indoor	Fire or police facility	Construction and trade
Arts, entertainment, outdoor ³	Hospital	Family child-care home
Automotive sales and service, marine	Laboratory ⁶	Manufacturing, heavy
Business service, standard	Regional land use	Mobile home park
Cemetery, columbarium or mausoleum ⁴		Resource land use
Community residential facility (CRF)		Retail sales, bulk
Day care		Secure facility
Eating and drinking place ⁵		Single detached dwelling unit
Educational service		Utility facility
Funeral home/crematory		Warehousing
Health care and social assistance		Wholesale trade
Laboratory ⁶		
Manufacturing, light		
Marijuana business		
Mobile food service ⁷		
Multiple-family dwelling ⁸		
Office		
Park		
Personal service		
Recreational facility, indoor		
Recreational facility, outdoor ^{3,9}		
Religious institution		
Retail sales		

Table A. Waterfront Commercial Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Standalone parking</i> ¹⁰		
<i>Supportive living facility</i> <i>Temporary lodging</i> <i>Transportation</i> ¹¹ <i>Vehicle or equipment rental</i> ¹² <i>Vehicle refueling station</i>		

¹ It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening structures or objects, of any:

- a. Residentially zoned property;
- b. Public or *private* school for general education of any grade K through 12;
- c. School bus stop;
- d. Licensed *day care* or licensed preschool facility;
- e. Public *park*;
- f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
- g. Sports fields or playgrounds;
- h. Recreation or community center;
- i. *Religious institution*;
- j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

² Provided:

- a. No burning of refuse or dead animals is allowed;
- b. The portion of the *building* or *structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;
- c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and
- d. The provisions of Chapter [18.70](#) KMC relative to animal keeping shall be met.

³ Outdoor activities shall be at least 50 feet from adjoining residential zones and lighting shall be directed away from adjoining residential zones. Hours of operation may be restricted to ensure compatibility.

⁴ Limited to indoor columbariums and mausoleums only.

⁵ *Social card games*, as defined by this title, are prohibited.

⁶ *Laboratories* that must comply with special containment procedures for large quantities of hazardous materials are subject to a *conditional use permit*.

⁷ Provided:

- a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
- b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
- c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.

- d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.
- e. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.
- ⁸ Allowed only as part of a *mixed use development* subject to the conditions of Chapter [18.50](#) KMC.
- ⁹ Campgrounds and RV parks shall not be permitted.
- ¹⁰ Standalone surface parking lots for vehicles, boats or boat racks shall not exceed 10,000 sq. ft. in size.
- ¹¹ Only passenger transportation uses shall be permitted (no trucking or towing).
- ¹² Equipment rental is prohibited.
- ¹³ ~~Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter [18.60](#) KMC.~~

18.26.030 Use allowances – Regional business north subarea.

The following *uses* listed in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the regional business north subarea:

Table A. Regional Business North Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business ¹	College/university	Air transportation service
Ambulatory surgery center	Communication facility ¹²	Auction house
Animal kennel/shelter ²	Laboratory ⁶	Automotive sales and service, nonmarine ⁴
Arts, entertainment, indoor	Recreational facility, outdoor ¹³	Business service, intensive
Arts, entertainment, outdoor	Regional land use	Cemetery, columbarium or mausoleum
Automotive sales and service, marine ³	Utility facility	Family child-care home
Automotive sales and service, nonmarine ⁴		Funeral home/crematory
Business service, standard		Hospital
Community residential facility		Manufacturing, heavy
Construction and trade		Mobile home park
Day care		Resource land use
Eating and drinking place ⁵		Retail sales, bulk
Educational service		Secure facility
Fire or police facility		Single detached dwelling unit
Health care and social assistance		Vehicle or equipment rental ¹¹
Laboratory ⁶		Vehicle refueling station
Manufacturing, light		Warehousing
Marijuana business		
Mobile food service ⁷		
Multiple-family dwelling ⁸		
Office		
Park		
Personal service		
Recreational facility, indoor		
Religious institution		
Retail sales		

Table A. Regional Business North Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Standalone parking</i> ⁹ <i>Supportive living facility</i> <i>Temporary lodging</i> <i>Transportation</i> ¹⁰ <i>Vehicle or equipment rental</i> ¹¹ <i>Wholesale trade</i>		

¹ It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:

- a. Residentially zoned property;
- b. Public or *private* school for general education of any grade K through 12;
- c. School bus stop;
- d. Licensed *day care* or licensed preschool facility;
- e. Public *park*;
- f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
- g. Sports fields or playgrounds;
- h. Recreation or community center;
- i. *Religious institution*;
- j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

² Provided:

- a. No burning of refuse or dead animals is allowed;
- b. The portion of the *building* or *structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;
- c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and
- d. The provisions of Chapter [18.70](#) KMC relative to animal keeping shall be met.

³ Outdoor sales lots shall not exceed 20,000 sq. ft. in size.

⁴ Automotive sales are prohibited. Service of trucks exceeding eight-ton capacity (FHWA Classes 5-8) and heavy equipment is prohibited.

⁵ *Social card games*, as defined by this title, are prohibited.

⁶ *Laboratories* that must comply with special containment procedures for large quantities of hazardous materials are subject to a *conditional use permit*.

⁷ Provided:

- a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
- b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
- c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
- d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.

e. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.

⁸ Allowed only as part of a *mixed use development* subject to the conditions of Chapter [18.50](#) KMC.

⁹ Standalone surface parking lots and boat racks are not permitted.

¹⁰ Trucking and freight hauling businesses are not permitted.

¹¹ Equipment rental is prohibited.

¹² ~~Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter [18.60](#) KMC.~~

¹³ Campgrounds and RV parks shall not be permitted.

18.26.040 Use allowances – Regional business east subarea.

The following *uses* listed in Table B are identified as permitted, conditionally permitted, or *prohibited uses* in the regional business east subarea:

Table B. Regional Business East Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business ¹	College/university	Air transportation service
Ambulatory surgery center	Communication facility¹⁸	Automotive sales and service, nonmarine ⁵
Animal kennel/shelter ²	Hospital	Business service, intensive
Arts, entertainment, indoor	Laboratory ⁶	Family child-care home
Arts, entertainment, outdoor ³	Regional land use	Manufacturing, heavy
Auction house ⁴	Secure facility ¹⁷	Mobile home park
Automotive sales and service, marine	Utility facility	Resource land use
Automotive sales and service, nonmarine ⁵		Retail sales, bulk
Business service, standard		Single detached dwelling unit
Cemetery, columbarium or mausoleum ⁶		Vehicle refueling station
Community residential facility		

Table B. Regional Business East Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Construction and trade</i> <i>Day care</i> <i>Eating and drinking place⁷</i> <i>Educational service</i> <i>Fire or police facility</i> <i>Funeral home/crematory</i> <i>Health care and social assistance</i> <i>Laboratory⁸</i> <i>Manufacturing, light</i> <i>Marijuana business</i> <i>Mobile food service⁹</i> <i>Multiple-family dwelling¹⁰</i> <i>Office</i> <i>Park</i> <i>Personal service</i> <i>Recreational facility, indoor</i> <i>Recreational facility, outdoor^{3,11}</i> <i>Religious institution</i> <i>Retail sales¹²</i> <i>Standalone parking¹³</i> <i>Supportive living facility</i> <i>Temporary lodging</i> <i>Transportation¹⁴</i> <i>Vehicle or equipment rental</i> <i>Warehousing¹⁵</i> <i>Wholesale trade</i>		

¹ It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or objects, of any:

- a. Residentially zoned property;
- b. Public or *private* school for general education of any grade K through 12;
- c. School bus stop;
- d. Licensed *day care* or licensed preschool facility;
- e. Public *park*;
- f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
- g. Sports fields or playgrounds;
- h. Recreation or community center;
- i. *Religious institution*;
- j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

² Provided:

- a. No burning of refuse or dead animals is allowed;
- b. The portion of the *building* or *structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;
- c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and
- d. The provisions of Chapter [18.70](#) KMC relative to animal keeping shall be met.

- ³ Outdoor activities shall be at least 50 feet from adjoining residential zones and lighting shall be directed away from adjoining residential zones. Hours of operation may be restricted to ensure compatibility.
- ⁴ Excluding animal auctions.
- ⁵ Automotive sales are prohibited. Service of trucks exceeding eight-ton capacity (FHWA Classes 5-8) and heavy equipment is prohibited.
- ⁶ Limited to indoor columbariums and mausoleums.
- ⁷ *Social card games*, as defined by this title, are prohibited.
- ⁸ *Laboratories* that must comply with special containment procedures for large quantities of hazardous materials are subject to a *conditional use permit*.
- ⁹ Provided:
 - a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
 - b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
 - c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
 - d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.
 - e. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.
- ¹⁰ Allowed only as part of a *mixed use development* subject to the conditions of Chapter [18.50](#) KMC.
- ¹¹ Campgrounds and RV parks shall not be permitted.
- ¹² Allowed only as part of a *mixed use development*.
- ¹³ Only standalone boat parking is permitted. Parking lots are limited in size to 10,000 sq. ft.

¹⁴ Trucking and freight hauling businesses are not permitted.

¹⁵ A warehouse shall not exceed 20,000 sq. ft. in size. Standalone outdoor storage shall not be permitted.

¹⁶ ~~Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter 18.60 KMC.~~

¹⁷ Jail and jail farm/camp are prohibited. *Secure community transition facilities* as defined in RCW [71.09.020](#) are subject to the following restrictions:

a. Maximum Number of Residents. No SCTF shall house more than three persons, excluding resident staff.

b. Siting Criteria.

(1) SCTFs should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.

(2) No SCTF shall be allowed within the following distances from the following specified uses, areas or zones, whether such uses, areas or zones are located within or outside the City limits:

(A) In or within 250 feet of any residential zone district, or any residentially zoned property.

(B) Adjacent to, immediately across a street or parking lot from, or within the line of sight of a "risk potential activity" as defined in RCW [71.09.020](#), as amended, including, but not limited to, public and private schools; school bus stops; licensed day care and licensed preschool facilities; public parks, publicly dedicated trails and sports fields; recreational and community centers; playgrounds; church, synagogue, mosque, temple; and public libraries.

(C) One mile from any existing SCTF, work release, prerelease, or similar facility.

(3) The distances specified in footnote (17)(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the SCTF is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.

c. On-Site Facilities Required. Each SCTF shall provide on-site dining, on-site laundry or laundry service, and on-site recreational facilities to serve the residents.

d. Conditional Use Permit Application Process. A *conditional use permit* application for an SCTF shall be accompanied by the following:

- (1) The siting process used for the SCTF, including alternative locations considered. At least three alternative locations must be considered.
- (2) An analysis showing that utmost consideration was given to potential sites such that siting of the facility will have no unreasonable impact on any one racial, cultural, or socio-economic group, and that there will not be a resulting concentration of similar facilities in a particular neighborhood, community, jurisdiction or region.
- (3) Proposed mitigation measures including the use of extensive buffering from adjacent uses.
- (4) A detailed security plan for the facility and the residents.
- (5) Proposed operating rules for the facility.
- (6) A schedule and analysis of all public input solicited or to be solicited during the siting process.

18.26.050 Use allowances – Regional business west subarea.

The following *uses* listed in Table C are identified as permitted, conditionally permitted, or *prohibited uses* in the regional business west subarea:

Table C. Regional Business West Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business ¹	College/university	Air transportation service
Ambulatory surgery center	Communication facility ²	Animal kennel/shelter
Arts, entertainment, indoor	Laboratory ⁴	Auction house
Arts, entertainment, outdoor	Manufacturing, light	Automotive sales and service, nonmarine
Automotive sales and service, marine ²	Regional land use	Business service, intensive
Business service, standard		Cemetery, columbarium or mausoleum
Community residential facility		Construction and trade
Day care		Family child-care home
Eating and drinking place ³		Funeral home/crematory
Educational service		

Table C. Regional Business West Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Fire or police facility</i> <i>Health care and social assistance</i> <i>Laboratory^a</i> <i>Marijuana business</i> <i>Mobile food service⁵</i> <i>Multiple-family dwelling⁶</i> <i>Office</i>		<i>Hospital</i> <i>Manufacturing, heavy</i> <i>Mobile home park</i> <i>Resource land use</i> <i>Retail sales, bulk</i> <i>Secure facility</i> <i>Single detached dwelling unit</i>
<i>Park</i> <i>Personal service</i> <i>Recreational facility, indoor</i> <i>Recreational facility, outdoor⁷</i> <i>Religious institution</i> <i>Retail sales⁸</i> <i>Standalone parking⁹</i> <i>Supportive living facility</i> <i>Temporary lodging</i> <i>Transportation¹⁰</i> <i>Vehicle or equipment rental¹¹</i> <i>Vehicle refueling station¹²</i>		<i>Utility facility</i> <i>Warehousing</i> <i>Wholesale trade</i>

¹ It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this subsection, without regard to intervening *structures* or *objects*, of any:

- a. Residentially zoned property;
- b. Public or *private* school for general education of any grade K through 12;
- c. School bus stop;
- d. Licensed *day care* or licensed preschool facility;

- e. Public *park*;
- f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by Highway 522;
- g. Sports fields or playgrounds;
- h. Recreation or community center;
- i. *Religious institution*;
- j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

² Repair work or service shall only be performed in an enclosed building, with no outdoor storage of materials.

³ *Social card games*, as defined by this title, are prohibited.

⁴ *Laboratories* that must comply with special containment procedures for large quantities of hazardous materials are subject to a *conditional use permit*.

⁵ Provided:

- a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
- b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
- c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
- d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.

- e. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.
- ⁶ Allowed only as part of a *mixed use development* subject to the conditions of Chapter [18.50](#) KMC.
- ⁷ Campgrounds and RV parks shall not be permitted.
- ⁸ Allowed only as part of a *mixed use development*.
- ⁹ All standalone surface parking lots for vehicles, boats and/or boat racks are limited in size to 10,000 sq. ft.
- ¹⁰ Only passenger transportation uses are permitted.
- ¹¹ Equipment rental is prohibited. Vehicle rental is allowed only as an accessory to a permitted use.
- ¹² Allowed only as an accessory to a permitted use.
- ¹³ ~~Applies only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter [18.60](#) KMC.~~

18.27.020 Public and semi-public zone – Use allowances.

A. The following *uses* in Table A are permitted, conditionally permitted, or prohibited in the public and semi-public zone.

Table A. Public and Semi-Public Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED (OR EXCLUDED IN DEFINITIONS)
Arboretum Caretaker Residence, Accessory City Government Facilities and Offices Commuter Parking Lot Conference Center Cultural Facilities Fire Facility Indoor Recreational Facilities; Excluding Sports Clubs K – 12 Educational Institutions (Public or Private) Open Space Outdoor Recreational Facilities Parks Police Facility Private Stormwater Management Facility Public Agency or Utility Office: Non-City Trails Utility Facility	Communication Facility, Major and Minor, only when on building: prohibit stand-alone Maintenance Yards or Facilities, Accessory Outdoor Performance Center Colleges/Universities	Jail Work Release Facility Landfill Transfer Station Marijuana Business

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.27.060](#) and Chapter [18.105](#) KMC.

C. *Uses Established by Master Plan.* Adopted *master plans* that specify *uses* include the following:

1. Bastyr University Master Plan, December 2009, approved by *City Ordinance* 09-0304.

18.28A.020 Golf course zone – Use allowances.

A. The following *uses* in Table A are permitted, conditionally permitted, or prohibited in the golf course zone.

Table A. Golf Course Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED (OR EXCLUDED IN DEFINITIONS)
Caretaker Residence, Accessory Clubhouse Conference Center, Accessory Cultural Facilities Driving Range Eating and Drinking Places, Accessory Golf Course Facility Maintenance Facility, Accessory Open Space Private Stormwater Management Facility Recreational Facilities, Indoor Recreational Facilities, Outdoor Retail Sales, Indoor, Accessory Trails Utility Facility Wildlife Shelter	Communication Facility, Major and Minor, only when on building; prohibit stand-alone Outdoor Performance Center	Marijuana Business Residential Dwellings, Nonaccessory

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.28A.060](#) and Chapter [18.105](#) KMC. Proponents of projects that

include land *uses* allowed as accessory permitted or accessory conditionally *permitted uses* in Table A may also request allowance of such *uses* as primary *uses* pursuant to KMC 18.28A.060 and Chapter 18.105 KMC.

18.29.040 Use allowances.

The following uses listed in Table A are identified as permitted, conditionally permitted or prohibited uses for properties electing to develop under provisions of the TOD district overlay.

All uses not specifically listed in this section shall be prohibited.

**Table A – TOD District Overlay
Use Allowances**

Permitted	Conditionally Permitted	Prohibited
Arts, entertainment, indoor ^{1,3}	Ambulatory surgery center ²	Adult entertainment business
Business service, standard ^{1,3}	Animal kennel/shelter ^{2,5}	Air transportation service
Day care	College/university ²	Arts, entertainment, outdoor
Eating and drinking place ¹	Communication facility	Auction house
Educational service ¹	Fire or police facility ²	Automotive sales and service, marine
Health care and social assistance ^{1,3}	Laboratory ²	Automotive sales and service, nonmarine
Manufacturing, light ^{1,3,5}	Park	Business service, intensive

**Table A – TOD District Overlay
Use Allowances**

Permitted	Conditionally Permitted	Prohibited
Mobile food service ⁴	Regional land use	Cemetery, columbarium or mausoleum
Multiple-family dwelling	Religious institution ²	Community residential facility
Office ¹	Supportive living facility ²	Construction and trade
Personal service ^{1,3}		Family child-care home
Recreational facility, indoor ^{1,3}		Funeral home/crematory
Retail sales ^{1,3,5}		Hospital
Temporary lodging ^{1,3}		Manufacturing, heavy
		Marijuana business
		Mobile home park
		Recreational facility, outdoor
		Resource land use
		Retail sales, bulk

**Table A – TOD District Overlay
Use Allowances**

Permitted	Conditionally Permitted	Prohibited
		Secure facility
		Single detached dwelling unit
		Standalone parking
		Transportation
		Utility facility
		Vehicle or equipment rental
		Vehicle refueling station
		Warehousing
		Wholesale trade

- ¹ Commercial use limitations in residentially oriented underlying zones: If these uses are proposed for property with underlying zoning of R-12, R-18, or R-24, then each use is limited to maximum 5,000 square feet per use and 15,000 square feet total contiguous nonresidential area within the development.
- ² Conditional use permit required in underlying urban corridor, downtown commercial, and public/semi-public zones. Prohibited in all other underlying zones within the TOD district overlay area.
- ³ Conditional use permit required in underlying R-12, R-18, R-24 zones. Permitted in underlying urban corridor, downtown commercial, and public/semi-public zones within the TOD district overlay area.

- ⁴ Mobile food vendors are permitted subject to the following requirements:
- a. For a stand, location shall be on a sidewalk or near a storefront consistent with barrier-free regulations;
 - b. For a stand, location on the sidewalk or near a storefront shall provide for at least four feet of unobstructed sidewalk between the stand and the sidewalk edge for pedestrian movement;
 - c. No permanent fencing, walls, or other structures are installed which hinder removal of the structure from the site;
 - d. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor;
 - e. Safe ingress and egress to the site shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
 - f. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits; if accessory to a use, such operation is removed daily at the time of or prior to the close of business hours;
 - g. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.
- ⁵ No outdoor storage of materials shall be permitted.

ATTACHMENT D

**Wireless Communication Facilities
New Code Sections, Wireless Communication Facilities**

Add the following new code sections:

18.21.080. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.22.030. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.23.050. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.24.045. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.25.045. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.25A.075. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.25B.060. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.26.085. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.27.055. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.28.055. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.28A.055. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* are located in Chapter 18.60 KMC.

18.29.055. Wireless communication facilities. Use allowances and development regulations for *wireless communication facilities* in the TOD District Overlay shall be as specified in KMC Chapter 18.60 for the underlying zoning district.

ATTACHMENT E

**Wireless Communication Facilities
Amendments to Other Code Sections**

**Amend Sections 18.23.040, 18.30.060, 18.30.230, 18.35.020, 18.50.230, and
18.52.200 as follows:**

18.23.040 Zoning standards.

The following zone-specific development standards in Table B apply in the community business zone:

Table B

STANDARD	REQUIREMENT
Base Density: <i>Dwelling Units/Gross Acre</i>	24
Minimum Density: <i>Dwelling Units/Gross Acre</i>	18
Maximum Density: <i>Dwelling Units/Gross Acre</i>	36 for <i>mixed use development</i> .
Minimum <i>Street Setback</i> ¹	10 feet; or 0 feet for a mixed use <i>building</i> with commercial on the <i>ground floor</i> or for any <i>building</i> with structured parking.
Minimum Interior <i>Setback</i> ¹	0 feet for commercial or <i>mixed use development</i> except for <i>interior lot lines</i> adjoining property zoned R-1 to R-6. 5 feet landscaped <i>setback</i> for residential except for <i>interior lot lines</i> adjoining property zoned R-1 to R-6. For all <i>interior lot lines</i> adjoining a property zoned R-1 to R-6 a 15-foot landscaped <i>setback</i> is required.
Base Height ²	35 feet.
Maximum <i>Impervious Surface</i> : Percentage	90%
Pedestrian Connections	Pedestrian connections are required to be provided in accordance with Chapter 18.52 KMC, Downtown Design Standards.

¹ Any portion of *development* that occurs underground is exempt from property line *setback* requirements of this code section.

² The exceptions to height limits listed in KMC [18.30.060](#) do not apply to the base height allowed in the CB zone. Any *development* utilizing the exception to height limits for the CB zone between 61st Avenue NE and 65th Avenue NE shall dedicate 25 percent of the average lot width above 35 feet in height as a view corridor to Lake Washington.

Exceptions to height limitations for the base height in the CB zone shall be:

- a. Roof *structures* housing or screening elevators, stairways, tanks, ventilating fans or similar equipment required for *building* operations and maintenance, ~~or for communication transmission and receiving structures~~, may extend up to 10 feet above the 35-foot base height for a maximum of 25 percent of the average lot width.
- b. Fire or parapet walls, skylights, flagpoles, chimneys, smokestacks, church steeples, crosses, spires, utility line towers and poles, and similar *structures* may extend up to three feet above the maximum base height of 35 feet.
- c. Roof details or features that are used to comply with the roof form requirements of KMC [18.52.220](#) may extend a maximum of 10 feet above the 35-foot base height.

18.30.060 Height – Exceptions to limits.

The following *structures* may be erected above the height limits:

- A. Roof *structures* housing or screening elevators, stairways, tanks, ventilating fans or similar equipment required for *building* operation and maintenance; and
- B. Fire or parapet walls, skylights, flagpoles, chimneys, smokestacks, church steeples, crosses, spires, ~~communication transmission and receiving structures~~, utility line towers and poles, and similar *structures*.

Development in the CB zone (see KMC [18.23.040](#)) is specifically excluded from the exceptions to height limitations of this section. All height provisions and exceptions to height limitations for the CB zone are found in KMC [18.23.040](#).

18.30.230 Setbacks – Projections and structures allowed.

Provided that the required *setbacks* from *regional utility corridors* of KMC [18.30.200](#), the adjoining half-street or designated arterial *setbacks* of KMC [18.30.220](#) and the sight distance requirements of KMC [18.30.240](#) are maintained, *structures* may extend into or be located in required *setbacks*, including *setbacks* as required by KMC [18.21.060\(B\)](#), as follows:

A. Fireplace *structures*, bay or garden windows, enclosed stair landings, closets, or similar *structures* may project into any *setback*, provided such projections are:

1. Limited to two per facade;
2. Not wider than 10 feet; and
3. Not more than 24 inches into an interior *setback* or 30 inches into a *street setback*;

B. Uncovered porches and decks which exceed 18 inches above the finished grade may project:

1. Eighteen inches into interior *setbacks* in the NB, CB, DR, DC, UC, DW, RB, PSP, P, and GC zones;
2. Eighteen inches into side *setbacks* in the R zones;
3. Eighteen inches into rear *setbacks* in the R-12 through R-48 zones;
4. Five feet into rear *setbacks* in the R-1 through R-6 zones; and
5. Five feet into *street setbacks*;

C. Uncovered porches and decks not exceeding 18 inches above the finished grade may project to the property line;

D. Eaves may not project more than:

1. Eighteen inches into an interior *setback*;
2. Twenty-four inches into a *street setback*; or
3. Eighteen inches across a lot line in a *zero-lot-line development*;

E. **Facade antennas approved under KMC Chapter 18.60 may project into any *setback*, provided such projections are:**

1. Limited to two per facade;

2. Not wider than 3 feet; and

3. Not more than 24 inches into an interior *setback* or 30 inches into a *street setback*;

F. Fences with a height of eight feet or less may project into or be located in any *setback*;

FG. Rockeries, *retaining walls* and curbs may project into or be located in any *setback*, provided these structures:

1. Do not exceed a height of six feet in the R-1 through R-18, parks and golf course zones;
2. Do not exceed a height of eight feet in the R-24, R-48 and downtown residential zones; and
3. Do not exceed the building height for the zone in commercial and public/semi-public zones, measured in accordance with the standards established in the *City* building code, KMC Title [15](#);

GH. Fences located on top of rockeries, *retaining walls* or *berms* are subject to the requirements of KMC [18.30.040](#);

HI. Telephone, power, light and flag poles;

IJ. The following may project into or be located within a *setback*, but may only project into or be located within a five-foot interior *setback* area if an agreement documenting consent between the owners of record of the abutting properties is recorded with the *City* prior to the installment or construction of the structure:

1. Sprinkler systems, electrical and cellular equipment cabinets, air conditioning units, and other similar utility boxes and vaults;
2. Security system access controls;
3. Structures, except for *buildings*, associated with *trails* and on-site recreation spaces required in KMC [18.30.130](#) such as benches, picnic tables and drinking fountains; and
4. Surface water management facilities as required by Chapter [13.35](#) KMC;

JK. Mailboxes and newspaper boxes may project into or be located within *street setbacks*;

KL. Fire hydrants and associated appendages;

LM. Metro bus shelters may be located within *street setbacks*;

MN. Unless otherwise allowed in KMC [18.42.090](#), freestanding and *monument signs* four feet or less in height, with a maximum *sign* area of 20 square feet, may project into or be located within *street setbacks*; and

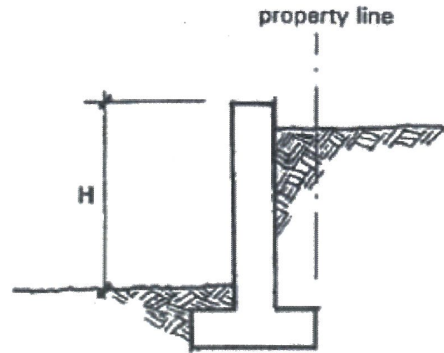
NO. Stormwater conveyance and control facilities, both above and below ground, provided such projections are:

1. Consistent with *setback*, easement and access requirements specified in the Surface Water Design Manual; or
2. In the absence of said specifications, not within five feet of the property line;

OP. Minor improvements such as garden sculpture, *landscape water features*, trellises not attached to a building, and similar decorative *structures*;

PQ. In a rear *setback* in the R-4 and R-6 residential zones, the following *structures* are permitted if it is determined by the *city manager* that they will not have any substantial detrimental effect on abutting properties or the *City* as a whole; and provided, that they shall be no closer than five feet to the rear lot line:

1. Children's play *structures* not otherwise regulated by this title;
2. No more than one storage shed or similar *use*, limited in height to eight feet for a flat roof or 10 feet for a pitched roof, with a maximum dimension of 15 feet on any side and a total area not exceeding 200 square feet;
3. An *arbor*, not attached to a building and limited in height to eight feet, with a maximum footprint of 100 square feet, including eaves. If latticework is used, there shall be a minimum opening of two inches between crosspieces.

RETAINING WALL IN SETBACK

H maximum 6' in R-1— R18, P and GC zones

H maximum of 8' in R-24, R-48 and DR zones

H not to exceed building height requirement in commercial and PSP zones

18.35.020 Application.

Except for wireless communication facilities regulated pursuant to Chapter 18.60 KMC, all new development shall be subject to the landscaping provisions of this chapter; provided, that specific landscaping and tree retention provisions for uses established through a conditional use permit or special use permit shall be determined during the applicable review process.

18.50.230 Hazardous liquid and gas transmission pipelines.

A. Tracts and easements containing hazardous liquid and gas transmission pipelines and required setbacks from such pipelines may include the following uses, subject to other regulations applicable to each use and approval of the holder of the easement: utility structures not normally occupied necessary for the operation of the pipeline, landscaping, trails, open space, keeping of animals, agriculture, forestry, commercial signage, minor wireless communication facilities and the utility structures not normally occupied necessary for the operation of the minor communication facility, and other compatible uses as specified on the face of the recorded plat or short plat; provided, that structures designed for human occupancy shall never be allowed within pipeline tracts, easements or setbacks.

B. *Hazardous liquid and gas transmission pipelines* shall not be located in aquifer recharge areas, *landslide hazard areas* or *erosion hazard areas*. When it is impractical to avoid such areas, special engineering precautions should be taken to protect public health, safety and welfare.

18.52.200 Outdoor service and storage areas.

A. Intent.

1. Screening. To maintain design continuity by screening mechanical, service, and storage areas.

B. Standards – Required.

1. Siting of On-Site Storage Areas. All outdoor service and storage areas such as mechanical equipment, *outdoor storage*, trash/recycling containers, ~~satellite dishes, accessory telecommunications devices,~~ etc., shall be fully screened and shall not be visible from adjacent public *streets* or from views above from adjacent *buildings*. The Kenmore development standards and design requirements of KMC 18.30.250 also apply.

2. At-Grade Service Areas. At-grade storage areas such as *outdoor storage* and/or trash/recycling containers shall be screened from adjacent *streets* and public rights-of-way and from views above from adjacent *buildings*. Pedestrian-oriented trash receptacles along walkways and in *public spaces* are excepted from this requirement.

3. Screening Techniques. Service area screening shall be 100 percent sight-obscuring, year-round; utilizing one or more of the following screening techniques:

- a. *Fences* and Walls. Fencing and wall materials shall be integrated and compatible with the design of the *building* (i.e., use the *building's* materials on *fence* columns);
- b. Adjacent to *Pedestrian Walkways*. Where an *outdoor storage* area is adjacent to a *pedestrian walkway*, *fences* installed for screening may be used only in combination with either landscaping, vines, trellis, or similar landscaping screening technique;
- c. *Evergreen Hedges* and Shrubs. *Landscaping* shall meet the *City's landscaping* requirements for Type I *landscaping*;
- d. *Trees*. A mixture of *evergreen* and *deciduous trees*. *Landscaping* shall meet the *City's landscaping* requirements for Type I *landscaping*.

4. Mechanical Equipment. Locate mechanical equipment early in the design process to ensure integration with the *building* design. Roof-mounted mechanical equipment shall be grouped together, integrated into the *building* design, and thoroughly screened from view from the street level and above from adjacent *buildings*. Roof-mounted screening techniques include but are not limited to:

- a. Roof Treatment. Roofline designed to screen visibility of mechanical equipment from an adjacent public *street(s)*;
- b. Paint. Paint mechanical equipment to match or approximate the color of the roof;
- c. Setbacks. Position mechanical equipment away from *building* edges.

ATTACHMENT F

**Wireless Communication Facilities
Amendments to Code Section 19.25.020**

Amend Section 19.25.020 as follows:

19.25.020 Classifications of land use decision processes.

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

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

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

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

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

Exhibit A

LAND USE DECISION TYPES

TYPE 1 ²	Decision by <i>city manager</i> ; no administrative appeal	Building; demolition; moving; engineering; clearing and grading; sign; change of use and/or classification under KMC Title 15 ; accessory dwelling unit; home occupation; boundary line adjustment; right-of-way; street standards variance; adjustment under Chapter 13.35 KMC; shoreline exemption; temporary use; binding site plan; preliminary subdivision or short subdivision revision if not a substantial change; short plat alteration if not a substantial change.
TYPE 2	Decision by <i>city manager</i> ; appealable to <i>hearing examiner</i> ; no further administrative appeal ^{1, 5}	Home industry; short subdivision; preliminary short subdivision revision; short plat alteration; zoning variance; conditional use permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit; site plan review for uses allowed by zone; wireless communication facilities permit minor adjustment under Chapter 18.60 KMC; approval of residential density incentives or transfer of development credits; reuse of public schools; reasonable use exceptions under KMC 18.55.180 ; public agency and utility exceptions under KMC 18.55.160 ; other critical areas exceptions, variances and decisions to require studies or to approve, condition or deny a development proposal based on Chapter 18.55 KMC.
TYPE 3	Recommendation by <i>city manager</i> ; hearing and decision by <i>hearing examiner</i> ; appealable directly to King County superior	Preliminary subdivision; plat alteration; preliminary subdivision revision; special use; wireless communication facility major adjustment under Chapter 18.60 KMC.

	court, pursuant to Chapter 36.70C RCW, the Land Use Petition Act, on the record	
TYPE 4	Recommendation by <i>city manager</i> ; hearing and recommendation by <i>hearing examiner</i> ; decision by city council on the record	Zone <i>reclassification</i> not related to a <i>site-specific comprehensive plan land use map amendment</i> ² ; shoreline environment redesignation; plat vacation; short plat vacation; site plan review for uses not allowed by zone pursuant to Chapter 18.105 KMC; master plans other than those required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment.
TYPE 5	Hearing and recommendation by planning commission or other city council-appointed advisory body ³ ; decision by city council on the record. Appealable to Growth Management Hearings Board pursuant to Chapter 36.70A RCW	<i>Comprehensive plan</i> amendment; <i>development regulation</i> amendment; zoning map amendment related to a <i>site-specific comprehensive plan land use map amendment</i> ; master plans required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment pursuant to Chapter 18.120 KMC.

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

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

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

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

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

ATTACHMENT G

**Wireless Communication Facilities
Amendments to Chapter 12.58**

Amend Chapter 12.58 as follows:

**Chapter 12.58
WIRELESS ~~MINOR~~ COMMUNICATION FACILITIES WITHIN CITY RIGHTS-OF-WAY**

Sections:

- 12.58.010 Purpose.**
- 12.58.020 Definitions.**
- 12.58.030 Exemptions.**
- 12.58.040 Grant of authority – Right-of-way use agreement required.**
- 12.58.050 Grant of authority – Effective period.**
- 12.58.060 Application – Contents.**
- 12.58.070 Application review.**
- 12.58.080 Application review and inspection fees.**
- 12.58.090 Annual compensation for use of right-of-way.**
- 12.58.100 Insurance requirements.**
- 12.58.110 Liquidated damages.**
- 12.58.120 Liability and indemnification.**
- ~~12.58.130 Antenna and equipment cabinets/buildings abutting residential zones.~~**

12.58.010 Purpose.

The purpose of this chapter is to grant, through right-of-way use agreements, authority for the placement of ~~minor~~wireless communication facilities within the City rights-of-way, and to establish standards for right-of-way use agreements which:

- A. Compensate the City for the value of the use of the City right-of-way by wireless telecommunications providers; and
- B. Reimburse the City for ongoing costs associated with those uses of the City right-of-way; and
- C. Encourage competition by establishing consistent terms and conditions under which wireless telecommunications providers may use valuable public property to serve the public; and

- D. Fully protect the public and the City from any harm that may flow from such private use of City right-of-way; and
- E. Protect and carry out the authority of the City over activities in the City right-of-way, while recovering costs; and
- F. Allow the City to exercise its stewardship responsibilities with regard to City right-of-way in a manner consistent with all applicable City policies and codes, including but not limited to the zoning code, the City comprehensive plan, City street standards; and
- G. Otherwise protect the public interests in the development and use of the City right-of-way infrastructure and in preserving and improving the aesthetics of the community. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.010).]

12.58.020 Definitions.

The following terms shall be applicable to this chapter:

- A. "City manager" means the City of Kenmore city manager or his or her designee(s).
- AB. "Right-of-way" is land, property or property interest, such as an easement, usually in a strip, as well as bridges, trestles, or other structures, dedicated to, or otherwise acquired by the City for public motor vehicle transportation purposes, including, but not limited to, streets, avenues, and alleys, whether or not opened, improved or maintained for public motor vehicle transportation purposes.
- BC. "Right-of-way use agreement" is an agreement between the City and a wireless telecommunications provider through which is granted a site-specific and revocable privilege to use county/city right-of-way at a location identified in the agreement for wireless telecommunications facilities, and through which are set forth the terms and conditions for exercising the granted privilege to use the City right-of-way.
- CD. "Wireless telecommunications facility" is the capital, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, pedestals, and electronic equipment within the right-of-way used for the purpose of transmitting, receiving, distributing, providing, or offering wireless telecommunications.
- DE. "Wireless telecommunications provider" is every person that owns, controls, operates or manages a wireless minor telecommunication facility within the City right-of-way for the purpose of offering wireless telecommunication services (i.e., transmission for hire of information in electronic or optical form, including, but not limited to, voice, video, or data).

EE. “Wireless” means transmissions through the airwaves including, but not limited to, infrared line of sight, cellular, microwave, or satellite. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.020).]

12.58.030 Exemptions.

The following wireless ~~minor tele~~communication facilities are not subject to the provisions of this chapter:

- A. Facilities located or constructed by the City of Kenmore; and
- B. Facilities located or constructed by emergency services within the City of Kenmore. [Ord. 05-0228 § 2; Ord. 03-0180 §§ 1, 2; (KCC 14.45.030).]

12.58.040 Grant of authority – Right-of-way use agreement required.

Wireless ~~minor~~ communication facilities shall only be located or constructed within City of Kenmore rights-of-way after a right-of-way use agreement is ~~issued~~approved by the ~~City of Kenmore~~city manager. Prior to ~~issuing~~approving the agreement, the City shall ensure that the proposed facility is located, designed and proposed to be constructed in a manner that complies with all applicable City policies and codes, including but not limited to the provisions of KMC Title 18, Zoning, the City comprehensive plan, City street standards, and the regulation for accommodations of utilities on City street rights-of-way adopted by KMC 12.55.080. Furthermore, the right-of-way use agreement shall only allow placement of wireless ~~tele~~communication facilities on improved and maintained City street rights-of-way. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.040).]

12.58.050 Grant of authority – Effective period.

The right-of-way use agreement constitutes authorization for the applicant to use the City right-of-way at the location specified in the agreement for no more than 10 years. Failure to comply with the terms and conditions of the right-of-way agreement, including payment of required annual compensation, is cause for revoking of the use agreement. The agreement holder shall remove facilities authorized by the agreement from the City right-of-way upon expiration of the agreement, unless renewed, or upon revocation of the agreement for cause. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.050).]

12.58.060 Application – Contents.

A. The City shall not commence review of any application set forth in this chapter until the applicant has submitted the following:

- 1. An application form provided by the City and completed by the applicant;
- 2. The name of the applicant and a designated contact person;

3. Plans and specifications for any structures, antenna or other equipment to be placed in the right-of-way or, if applicable, on abutting private property;
 4. A vicinity map showing the specific location of right-of-way subject to the application;
 5. When structures and equipment are to be located on abutting properties:
 - a. A site plan illustrating the relationship to property lines and other structures on the site;
 - b. Legal description of the site abutting property; and
 - c. Proof that the abutting property is a legally recognized lot pursuant to KMC Title 17;
 6. A critical areas affidavit if required by Chapter 18.55 KMC;
 7. A completed environmental checklist, if required by Chapter 19.35 KMC; and
 8. Payment of any review fees established by KMC Title 21;
- B. The applicant shall attest by written oath to the accuracy of all information submitted for an application. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.060).]

12.58.070 Application review.

The department of ~~public works~~ engineering and environmental services and the ~~community development~~ development services department shall coordinate review and inspection of the application for a right-of-way use agreement and, to the extent required, any zoning approvals, building permits and environmental review under the State Environmental Policy Act, as follows:

- A. The department of ~~community development~~ development services shall coordinate the review by all departments of right-of-way use agreement applications.
- B. The department of ~~public works~~ engineering and environmental services shall review and evaluate applications with respect to the hazard and risk of the proposed construction and location of the proposed construction in relation to other utilities in the right-of-way.
- C. The department of ~~community development~~ development services shall review and evaluate all applications to determine consistency with respect to the standards and requirements of Chapter 18.60 KMC and KMC Title 21. The department shall also be the lead agency for purposes of any environmental review required under Chapter 19.35 KMC. [Ord. 11-0329 § 6; Ord. 03-0180 §§ 1, 2; (KCC 14.45.070).]

12.58.080 Application review and inspection fees.

The following fees shall be required for the administrative costs and expenses of processing and inspecting a right-of-way use agreement application.

Review Agency	Fee
Community development Development services department (application processing)	Imposed by the city council by resolution
Community development Development services department (zoning review)	
Public worksEngineering and environmental services department (inspection)	

[Ord. 03-0180 §§ 1, 2; Ord. 02-0139 §
1; (KCC 14.45.080).]

12.58.090 Annual compensation for use of right-of-way.

A. In consideration for continuing use of the City rights-of-way, an agreement holder shall commit to provide an annual use payment. The amount of the use payment shall be as follows:

Type of Equipment/Facility within the Right-of-Way	Use Payment
Separate support structure (such as a monopole or lattice) used solely for wireless antenna, with antenna/ receiver transmitter and/or equipment cabinet	Imposed by the city council by resolution
Antenna/receiver transmitter (on an existing or replacement pole) and equipment cabinet	

Type of Equipment/Facility within the Right-of-Way	Use Payment
Antenna/receiver transmitter (on an existing or replacement pole) or equipment cabinet, but not both	

B. For the purpose of this section, "replacement pole" means a new utility pole replacing an existing utility pole in the City right-of-way with no increase in the total number of utility poles in the right-of-way.

Replacement poles provide extra capacity to support attached wireless telecommunications facilities.

C. Use payments shall be paid to the City and are due upon the signing of the agreement, prorated to the end of the year, and the first of January every year thereafter.

D. All use payments prescribed by subsection A of this section shall be automatically escalated annually, beginning January 1, 2001, and every year thereafter, for the change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the county shall be used to calculate the adjusted amounts. [Ord. 03-0180 §§ 1, 2; Ord. 02-0139 § 1; (KCC 14.45.090).]

12.58.100 Insurance requirements.

A. For any right-of-way use agreement, the agreement holder must carry commercial general liability, automobile liability and stop gap or employers liability coverage, each in minimum limits of not less than \$1,000,000, in an amount approved by the City of Kenmore. All policies must name the City of Kenmore as an additional named insured.

B. All policies shall be placed with insurers having a Bests' rating of no less than A:VIII or, if not rated by Bests, with surpluses equivalent to or greater than Bests' A:VIII rating. The agreement holder shall send copies of certificates, endorsements or other adequate evidence of compliance with this section to the office so designated in the application prior to the City's execution of the agreement. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.100).]

12.58.110 Liquidated damages.

All right-of-way use agreements may provide for liquidated damages to compensate the City for harm caused by violation of an agreement or this chapter, or any applicable law in an amount which is a

reasonable forecast of just compensation for the harm caused by the violation. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.110).]

12.58.120 Liability and indemnification.

A. All right-of-way use agreements shall contain the following provision: the holder of agreement shall have no recourse whatsoever against the county or its officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the agreement, or KMC Title 21 because of the enforcement of the agreement, or KMC Title 21 except if such loss, costs, expenses or damages are the result of the sole negligence or misconduct on the part of the City or its agents.

B. All right-of-way use agreements shall contain the following provision: to the extent permitted by law, the holder of the agreement shall, at its sole cost and expense, indemnify, hold harmless, and defend the City and its officers, boards, commissions, agents and employees, against any and all claims, including but not limited to third-party claims, suits, causes of action, proceedings and judgments for damages or equitable relief arising out of the construction, repair, maintenance or operation of its wireless telecommunication facilities, or in any way arising out of the agreement holder's enjoyment or exercise of the right-of-way use agreement granted pursuant, or otherwise subject to KMC Title 21, regardless of whether the act or omission complained of is authorized, allowed or prohibited by KMC Title 21 or an agreement. This provision includes, but is not limited to, expenses for reasonable legal fees and for disbursements and liabilities assumed by the City as follows:

1. To persons or property, in any way arising out of or through the acts or omissions of the agreement, its officers, employees, or agents or to which the agreement holders negligence shall in any way contribute;
2. Arising out of an agreement holder's failure to comply with the provisions of any federal, State or local statute, ordinance, rule, or regulation applicable to the agreement holder.

C. The City shall give the agreement holder timely written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by KMC Title 21. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the permit and the agreement holder shall have the right to defend, settle, or compromise any claims arising hereunder and the City shall cooperate fully therein. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.120).]

~~12.58.130 Antenna and equipment cabinets/buildings abutting residential zones.~~

~~Antenna and equipment cabinets/buildings abutting R zones shall be subject to the following:~~

A. Antennas shall not extend horizontally more than three feet from any pole to which it is mounted. This provision shall be reviewed one year after March 16, 2000, to evaluate aesthetic benefits upon residential neighborhoods and to determine the effects upon the ability of wireless service providers to reasonably and efficiently place facilities within the right-of-way. In order to facilitate this review, wireless service providers shall provide photographs documenting antennas located on all current facilities that are subject to right-of-way use agreements.

B. Electronic equipment cabinets or buildings shall be constructed underground when there is an existing residential dwelling unit within 300 feet, unless the required excavation will occur within the required buffers of critical areas, such as wetlands, streams and steep slopes, thus posing greater potential for environmental degradation of the critical area. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.130).]



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Complete Streets Ordinance Proposed Council Action/Motion: Adopt Ordinance No. 16-0427, the Complete Streets policy for design and implementation of transportation projects in the City of Kenmore.	For Council Meeting Agenda of: September 12, 2016 Department: Public Works Prepared by: Brett Schock, PE Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager: <u>Initial & Date</u> <i>KMO</i> 9/11/16 via email <i>Jmg</i> 9/11/16 <i>BJS</i> Exhibits/Attachments: Attachment A: Ordinance No. 16-0427	
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u> Staff recommends that Kenmore City Council adopt Ordinance 16-0427 (Attachment A), the Complete Streets approach to the design and implementation of transportation projects in the City. Complete Streets is a nationally recognized design philosophy that incorporates many of the methods and techniques adopted and used by the City of Kenmore in the last few years. Adoption of this ordinance would give the City's commitment to safe multimodal transportation national visibility and open up new avenues of grant funding (pursuant to RCW 47.04.320-340) for projects that adhere to this design philosophy. Complete Streets is a design concept advocated by the National Complete Streets Coalition since 2004. This design concept focuses on the need to incorporate modes of travel other than motor vehicles into the right of way, and encourages considering the needs of people of all ages and abilities. Complete Streets policies balance various transportation modes, land uses, economics, culture and natural environments while planning, designing, constructing, operating and maintaining transportation networks. This design concept incorporates many of the same principles and guidance as Kenmore's existing policies and resolutions. The U.S. Secretary of Transportation, in 2015, challenged the nation's mayors to advance safety and accessibility goals in part by using a Complete Streets approach. In 2014, the City adopted a Target Zero Resolution (14-235) with a goal of reducing cyclist and pedestrian deaths and serious injuries from collision with a motor vehicle to zero. City Council Goal #1 for 2015-16 emphasizes multimodal transportation safety with a specific focus on pedestrians and cyclists. In 2014 (and updated in 2015), the City adopted a Comprehensive Plan with a Transportation Element which detailed a Layered Network approach to transportation improvements. This Layered Network approach focuses on modes of travel other than vehicles, but in appropriate networks. The Layered Network approach specifies that not every road can or should accommodate every mode; some networks are more appropriate for pedestrians, others for cyclists, others for freight, and some (but not all) can safely accommodate all modes. In 2016, the City		

adopted new Road Standards which require public and private projects to consider and incorporate sidewalks, planter strips, traffic calming and bicycle lanes in any improvements in the public right of way. These road standards also encourage innovative design and flexibility to accommodate other travel modes and increase safety for non-motorized travel.

The City of Kenmore has been using similar concepts to Complete Streets in the design and implementation of projects. Since 2014, examples of these projects and programs are;

- Bike lanes on 61st Avenue NE
- Uphill bike lane and downhill sharrow on Juanita Drive
- Filling of sidewalk gaps
- Rapid-flash rectangular beacon crosswalk upgrades
- Neighborhood Transportation Plan program and projects
- Summer 2016 rechannelization of NE 170th Street/Simonds Road to include bike lanes
- Grant-funded sidewalk and traffic calming projects on 62nd Avenue NE, NE 181st Street, 66th Avenue NE, NE 202nd Street and the SR 522 West A project

This ordinance seeks to unite these various policies, plans and design guidance under a single, nationally recognized heading. The proposed Complete Streets ordinance does not change the approach that the City of Kenmore takes to transportation projects. By adopting this ordinance, Kenmore would join 31 other communities in Washington, including our neighbors in Kirkland and Redmond, as having Complete Streets ordinances or resolutions. The adoption of a Complete Streets ordinance not only raises our visibility locally, regionally and nationally as an advocate for safe multimodal transportation, but opens new opportunities for grant funding to expand our Complete Streets transportation network in Kenmore.

FISCAL CONSIDERATION:

None. This ordinance is a policy to guide future project design and implementation.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

1. To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.
2. To continue to implement the Economic Development Plan with an emphasis on the following key points:
 - Create a vibrant, walkable downtown.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 16-0427**

**AN ORDINANCE OF THE CITY OF KENMMORE,
WASHINGTON, ADOPTING A COMPLETE STREETS
POLICY AND APPROACH TO THE DESIGN AND
IMPLEMENTATION OF TRANSPORTATION PROJECTS
IN THE CITY OF KENMORE, CONSISTENT WITH THE
TARGET ZERO RESOLUTION, COMPREHENSIVE PLAN
TRANSPORTATION ELEMENT AND CITY ROAD
STANDARDS; AND ESTABLISHING AN EFFECTIVE
DATE.**

WHEREAS, the City of Kenmore adopted, in 2014, a Target Zero resolution, seeking to have zero pedestrian or cyclist deaths or serious injuries resulting from collision with a motor vehicle; and

WHEREAS, the City of Kenmore adopted, in 2015, an amended Transportation Element of the Comprehensive Plan which included descriptions of a Layered Network approach to transportation improvements in the City; and

WHEREAS, the City of Kenmore adopted, in 2016, Road Standards which require development, both public and private, to implement pedestrian and cyclist facilities, consider traffic calming, and encourage the use of innovative multi-modal design elements for construction of transportation improvements in the public right of way; and

WHEREAS, the City Council Goal #1 (2016-2017 City Council Goals) is to focus on multi-modal transportation safety with a specific focus on pedestrians and cyclists; and

WHEREAS, the term “Complete Streets” is a planning and design concept developed to integrate a number of modal choices into the design of transportation elements in the public right of way; and

WHEREAS, “Complete Streets” concepts, the City’s Target Zero resolution, Layered Network and Road Standards have a number of complimentary design concepts and philosophies;

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

Section 1. Vision. The City of Kenmore’s vision is to provide a safe, balanced, and efficient multi-modal transportation system that serves local and regional circulation needs and safely accommodates all users. To meet this vision, the City shall provide a future transportation system that allows users of all ages, abilities and financial resources to safely and efficiently use

the public right-of-way to drive, access public transit, bicycle, walk or use any other chosen mode of travel. The City recognizes the public health and environmental quality benefits of encouraging active transportation modes through a safe, welcoming, connected network of modal choices. The City's Target Zero goal (City Resolution No. 14-235) (Target Zero Resolution) is a core component of this vision, seeking to have zero pedestrian or cyclist deaths or serious injuries as the result of a collision with a motorized vehicle by the year 2025.

Section 2. Policy. The term "Complete Streets" is a guiding principle for the consideration of all modes of travel within the public right of way. This ordinance constitutes the City's "Complete Streets" policy. Through the adoption of a Layered Network approach (as described in the Comprehensive Plan Transportation Element) to Complete Streets, the City recognizes that it can be a challenge for a single roadway to meet the demands of all modes at one time. Safety is a primary concern for the City, and the Target Zero Resolution guides the pursuit of increased safety for pedestrians and cyclists, which can require the separation of some uses on certain roads. A city-wide Network (as described in the Comprehensive Plan Transportation Element) which accommodates users of all modes of transportation (including air/seaplane and freight) and users of all abilities on appropriate networks of roads, paths and trails balances the principles of Complete Streets with the realities of promoting a transportation system that is fiscally, economically and environmentally sustainable within existing and future constraints.

Using a toolbox of diverse techniques, the City will plan for, design, construct, operate and maintain a transportation network that meets these goals. Recently developed projects, and those in future years, will incorporate traditional and modern tools such as:

Traditional	Modern
Sidewalks	Shared use paths
Paved shoulders	Bike lanes (buffered) and sharrows
Street trees and planting strips	Narrow vehicle lanes
Curbs with ramps	Transit priority lanes
Crosswalks	Enhanced pavement markings and symbols
Pedestrian signals	Countdown and lead pedestrian signals
Signage	Bulb-outs and Refuge islands
Transit stops and facilities	Rectangular rapid-flash beacon enhanced crosswalks
Speed bumps	Bike parking
Raised medians	Street furniture and temporary installations
Street lighting	Textured and colored pavements
	Focused LED street lighting and pedestrian-level lighting
	Traffic circles and roundabouts
	Chicanes

The City will emphasize the Layered Network approach to Complete Streets in the review of private development plans, transportation system improvements and the City's six-year Transportation Improvement Plan (TIP). This approach shall include new construction, reconstruction and rehabilitation/overlay projects, except as noted in the "Exceptions" section of this ordinance. A context-sensitive approach to each project will consider neighborhood character, underserved modal choices and school transportation routes (including bussing, walking and vehicle circulation around schools), in addition to safety and fiscal considerations. Projects must

meet the requirements of the current system and the needs of the updated Future Network (as described in the Comprehensive Plan) specifically as it applies to non-motorized modal choices. Consideration will be given to accommodation of future transportation technologies, such as driverless cars, and the impact these may have on other modes of travel in the Layered Network.

Section 3. Design Guidance. The City Public Works department maintains design criteria, standards and guidelines based upon recognized best practices in street design, construction and operation. These criteria, standards and guidelines include, but are not limited to, the latest editions of the American Association of State Highway Transportation Offices (AASHTO) policies for vehicular and bicycle facilities, National Association of City Transportation Officials (NACTO) Urban Bikeway and Street Design Guides, publications and recommended practices from the Institute of Transportation Engineers (ITE), the Washington State Department of Transportation (WSDOT) Design Manual and the Manual on Uniform Traffic Control Devices (MUTCD). Public Works department employees have taken and will continue to take advantage of local training opportunities to become more familiar with these standards and their associated updates.

The City has adopted Road Standards (2016) and a Street Planning Toolkit (Transportation Element, Figure 12), which include a number of Complete Streets principles, to guide all public and private transportation projects in the City. These documents emphasize consideration of multiple modes of travel, especially pedestrian and bicyclists, through the use of a number of the techniques described in the “Policy” section of this ordinance. The Road Standards include provisions for flexibility and the adoption of new techniques and tools with the approval of the City Manager. New techniques and future developments in design which enhance the safety of all transportation users may be incorporated into future versions of the Road Standards.

Section 4. Exceptions. Exceptions to the policies of this ordinance must be submitted to the Public Works Director and approved by the City Manager. The circumstances under which the City Manager may consider exceptions to a Complete Streets approach to enhancement of the Layered Network are as follows;

1. Street projects may exclude those elements of the policies of this ordinance that would require the accommodation of street uses prohibited by law, grants, or other agencies;
2. Maintenance activities, such as mowing, snowplowing, sweeping, spot repair, joint or crack sealing, surface treatments or pothole filling do not require that elements of the policies of this ordinance be applied beyond the scope of that maintenance activity;
3. Street construction, reconstruction and maintenance projects may exclude elements of the policies of this ordinance when the accommodation of a specific use or mode is expected to:
 - a. Require more space than is physically available (topographic or right of way, where acquisition of additional right of way would significantly increase project costs), or
 - b. Be located where both current and future demand is demonstrated as being absent, including a lack of current or planned transit routes, or
 - c. Significantly increase project costs and equivalent alternatives for those travel modes are documented to exist within close proximity, or

- d. Be incompatible with the Layered Network (Comprehensive Plan Transportation Element), or
- e. Be incompatible with neighborhood character, or
- f. Have adverse impacts on environmental resources such as streams, wetlands, ditches, floodplains or historic structures or sites above and beyond the impacts of currently existing infrastructure.

Section 5. Implementation. The City recognizes that many other agencies have a direct or regional interest in the City's transportation network. Because transportation frequently crosses city borders, ensuring compatibility for all modes with neighboring cities is crucial to an effective network. The City fosters partnerships with local transit providers, King and Snohomish Counties, Washington State Department of Transportation (WSDOT) and Northshore School District to implement Complete Streets principles in projects involving these entities. WSDOT owns a regionally significant facility passing through the City and shares in the City's dedication to Complete Streets and a Layered Network approach.

The City has developed and continues to update a six-year TIP based on the Comprehensive Plan. The Comprehensive Plan identifies both Pedestrian and Bicycle Priority Networks, in addition to vehicular transportation network improvements. The TIP and Comprehensive Plan shall guide the development of projects. Projects will be constructed with a combination of City funds and grant funding. The City will stay informed of, and will apply for, grant funding programs, especially those with a focus on Complete Streets and non-motorized travel improvements. Funding agency partnerships, such as those mentioned above, are key to implementation of Complete Streets projects within the Layered Network. Low-cost projects which can be achieved within existing pavement widths using temporary installations, signing and striping are continually identified and implemented by the City.

Section 6. Performance Measures. The Public Works Director and/or designee(s) shall report annually to the City Council on projects that were completed in the last year, that are planned for the coming year, and that further the vision of this Complete Streets ordinance. The report shall identify yearly progress in advancing the lineal feet of bicycle and pedestrian network facilities and the connectivity of those networks.

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

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

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

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

Complete Streets Ordinance

Brett Schock, PE
Traffic Engineer

September 12, 2016



Complete Streets

- What is Complete Streets in 2016?
- How does this relate to Kenmore's existing policies?
 - Target Zero Resolution
 - Comprehensive Plan Layered Network
- Projects that fit this description
- Why adopt a new ordinance?



What Is Complete Streets

- National Complete Streets Coalition
 - [Smart Growth America](#)
- Consider all modes of travel, ages and abilities
- Balance transportation, land use, economics, culture, natural environment

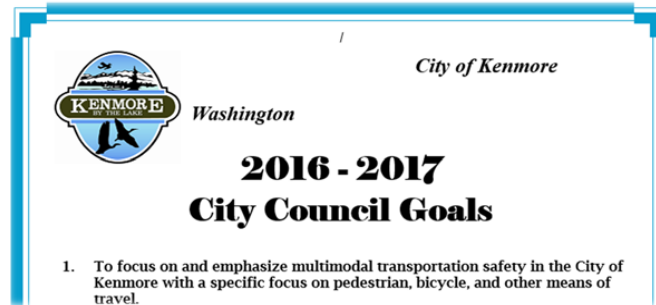


What Is Complete Streets

- U.S. Secretary of Transportation 2015 challenge to nation's mayors to advance safety and accessibility, in part, by using Complete Streets

Relationship to Existing Policies

- Target Zero resolution
- City Council Goal #1
- Comprehensive Plan
 - Transportation Element – Layered Network
- Road Standards



A Familiar Approach

- Many recent projects fit the description of a Complete Streets approach
 - Multi-modal focus
 - Connectivity
 - Users of all ages and abilities



Complete Streets-type Projects

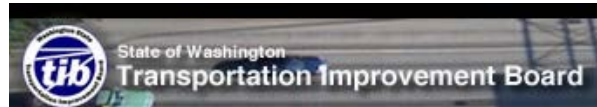
- 61st Avenue bike lanes and road diet
- Juanita Drive uphill bike lane/downhill sharrow
- Sidewalk gap projects
- RRFB-enhanced crosswalks
- NE 170th/Simonds bike lanes
- Neighborhood Transportation Plan program
- Sidewalk grant projects
 - SR 522 West A
 - 62nd Ave
 - NE 181st St
 - NE 202nd St
 - 66th Ave

Why A New Ordinance

- Organization of a number of policies and procedures under one heading
- Raises our visibility as an advocate for safe multimodal transportation
- New opportunities for grant funding

TIB Complete Streets Award

- New funding opportunity
 - \$250,000 and \$500,000 grants
- Eligibility requires a Complete Streets ordinance
- The City must be sponsored by an agency or advocacy group



Questions?