



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
Special and Regular Council Meeting Agenda
6:00 p.m., Monday, October 23, 2017
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

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

II. RECESS TO EXECUTIVE SESSION:
(Confidential Session of the Council)

- A. Discussion of Potential Litigation or Litigation per RCW 42.30.110 (1)(i)

III. 7:00 p.m. RECONVENE TO REGULAR SESSION

IV. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

V. ROLL CALL

VI. FLAG SALUTE

VII. AGENDA APPROVAL

VIII. 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.

IX. CONSENT AGENDA

- A. City Council Meeting Minutes of September 18, 2017 and September 25, 2017
[9-18-17 Minutes](#)
[9-25-17 Minutes](#)
- B. Resolution 17-300 Authorizing the Establishment of the Health Reimbursement Arrangement Voluntary Employees' Beneficiary Association (HRA VEBA) Plan

[Agenda Item](#)

- C. Authorize the City Manager to Execute Contract 17-C1780 with Earthworks Landscape Services, Inc. for Right-of-Way Landscape Maintenance

[Agenda Item](#)

- D. Authorize the City Manager to Execute Amendment 4 to Contract 10-C873 with PAWS for Animal Sheltering Services

[Agenda Item](#)

X. PUBLIC HEARING

- A. Deliberation to Allow "Drive-Through-Service" as a Temporary Use for Another Year Located at 6532 NE Bothell Way in the Downtown Commercial Zone - Bryan Hampson, Development Services Director

[Agenda Item](#)

XI. BUSINESS AGENDA

- A. "Drive-Through-Service" as a Temporary Use for Another Year in the Downtown Commercial Zone - Bryan Hampson, Development Services Director

[Agenda Item](#)

- B. Resolution 17-302 Establishing a Federal Procurement Policy and Guidelines - Joanne Gregory, Finance and Administration Director and Janet Quinn - Management Analyst

[Agenda Item](#)

- C. Ordinance 17-0442; Amending Noise Chapter 8.05 KMC, Amending Junk Vehicle Chapter 8.25, Amending Public Nuisances Chapter 8.35, and Amending Special Events Chapter 8.40 - Debbie Blessington, Building and Code Inspector

[Agenda Item](#)

- D. Resolution 17-301 Kenmore's 2018 Fee Schedule - Bryan Hampson, Development Services Director

[REVISED Fee Schedule](#)

- E. Update on Target Zero and the Neighborhood Transportation Plan Program - Brett Schock, Traffic Engineer

[Agenda Item](#)

[Presentation](#)

XII. STAFF REPORT

XIII. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XIV. ADJOURNMENT

Upcoming Meetings:

Tuesday, October 24, 2017 5:30 p.m. Special City Council Meeting - Personnel

Monday, November 6, 2017 Special Council Meeting (Joint Meeting with the City of Shoreline from 5:30-6:30 p.m. and Regular Meeting at 7:30 p.m.)

Monday, November 13, 2017 Council Meeting

Monday, November 20, 2017 Council Meeting CANCELED

Monday, November 27, 2017 Council Meeting

January 5-6, 2018 Council Retreat - Location TBD

January 17, 2018 State of the City Address 11:30 a.m. - Inglewood Golf Course

**City of Kenmore, Washington
City Council Regular Meeting Minutes
September 18, 2017**

CALL SPECIAL MEETING TO ORDER — The Kenmore City Council special meeting was called to order by Councilmember Sperry at 5:30 p.m.

EXECUTIVE SESSION

Councilmember Sperry recessed the special meeting to an executive session at 5:30 p.m. to discuss Litigation and Potential Litigation with legal counsel, pursuant to RCW 42.30.110(1)(i). Councilmember Sperry stated that the executive session will last for approximately 90 minutes.

At 7:00 p.m., Councilmember Sperry extended the executive session for 5 minutes.

The meeting reconvened to regular session at 7:05 p.m.

CALL MEETING TO ORDER — The Kenmore City Council meeting was called to order by Councilmember Sperry at 7:05 p.m.

Councilmembers present:

Deputy Mayor Allan Van Ness
Councilmember Brent Smith
Councilmember Laurie Sperry
Councilmember Milton Curtis
Councilmember Nigel Herbig
Councilmember Stacey Denuski

Councilmembers absent:

Mayor David Baker

Staff present:

Rob Karlinsey, City Manager
Nancy Ousley, Assistant City Manager
Debbie Bent, Community Development Director
Bryan Hampson, Development Services Director
Cliff Sether, Police Chief
Rod Kaseguma City Attorney
Lauri Anderson, Senior Planner
Kelly Chelin, City Clerk

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

PROCLAMATION

Diaper Need Awareness Week - September 25 - October 1, 2017

PRESENTATION

Introduce Bill Garza, Building and Maintenance Technician - Rob Karlinsey, City Manager

CITIZEN COMMENTS

Carrell Jones
21007 28th Avenue SE
Bothell, Washington 98021

Ms. Jones spoke in favor of the shelter at Northlake Lutheran Church. She asked the Council to approve the permits and donation for the church.

Maurice Leary
14728 12th Avenue SE
Mill Creek, Washington 98012

Mr. Leary spoke about the Step It Up Camp founded in 2011. He is currently working with Northshore School District. This program is for kids with challenges.

Bob Luke
6365 NE 193rd Place
Kenmore, Washington 98028

Mr. Luke introduced himself from Northlake Lutheran Church. He urged the Council to support the temporary shelter. He stated there will be ample security measures in place.

Todd Prince
6706 NE 185th Street
Kenmore, Washington 98028

Mr. Prince stated there should have been a public meeting or neighborhood meeting on the proposed shelter. He stated that the church is already inviting people to say.

Tim King
2240 214th Place SW
Brier, Washington 98036

Mr. King stated that he supported the shelter. He believed it was a win-win for everyone.

Kristin Joyner
8409 NE 177th Street
Bothell, Washington 98011

Ms. Joyner spoke to a recent conversation she had with the Police Chief about the homeless population. She stated that there is a need for a shelter in the City.

Dennis Mendrey
6410 NE 181st Street
Kenmore, Washington 98028

Mr. Mendrey stated that housing is vital and he's glad Kenmore is engaged to the issue. He also stated that Deputy Mayor Van Ness and Councilmember Sperry will be missed on the Council.

Dorothy Lund
20418 73rd Court NE
Kenmore, Washington 98028

Ms. Lund said she is a teacher with the Northshore School District and has lived in the City for 30 years. She stated that she understands Council's hesitation on the shelter but there are people suffering and need a bed for the night.

Liz Colver
18701 60th Avenue NE
Kenmore, Washington 98028

Ms. Colver also spoke in favor of the shelter. She has been a resident of the City for over 6 years.

Don Ricks
23630 29th Avenue
Brier, Washington 98036

Mr. Ricks also spoke in favor of the shelter. He stated that he has been homeless before.

Janet Quinn
17012 72nd Avenue NE
Kenmore, Washington 98028

Ms. Quinn stated that she is a Kenmore resident and part of the Kenmore Bothell Interfaith Group (KBIG). She encouraged the Council to support the shelter.

Celeste Deveney
1113 232nd Street SW
Bothell, Washington 98021

Ms. Deveney also said she was part of the KBIG group and has worked at the church for 17 years. She stated that people need a place to stay and the church wants to help these people.

David Lowe
20011 75th Avenue NE
Kenmore, Washington 98028

Mr. Lowe said that he is also part of the KBIG group. He stated that the group wants to serve the community.

Vicki Rhodes
6123 NE 185th
Kenmore, Washington 98028

Ms. Rhodes stated that she is a longtime resident. She said she is proud of the efforts of the shelter.

Tsukina Blessing
14310 20th Avenue NE
Seattle, Washington 98125

Ms. Blessing stated that she is with the Lake City Partners Ending Homelessness. She is available if the Council has questions about the shelter.

BUSINESS AGENDA

Joint Planning Commission Meeting - Presentation of Recommendations on the Neighborhood Business (NB) Rezoning Project - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

The following Planning Commission members were in attendance:

Chair Nugent
Vice Chair Ohrenschall
Commissioner McDonald
Commissioner Mulcare
Commissioner Baker

Community Development Director Bent and Senior Planner Anderson explained that the City Council directed that the Planning Commission's 2017 docket include a review and updating of the Neighborhood Business (NB) zoning district. NB is the last holdover commercial zoning district from King County. The Commission has reviewed the NB zoning, held a public open house and public hearing, and is now ready to present their final recommendations.

The NB zone is not large—only 9 parcels—and is found at only two locations: NE 153rd Place and NE 170th Street, along Juanita Drive (see Attachment 1). Current land uses include a strip mall, restaurants, a veterinary clinic, personal services, a convenience store, and automotive service businesses, among others (see Attachment 2). The City's Comprehensive Plan states that the purpose of the NB zone is to "provide convenient daily retail and personal services for a limited service area, to minimize the impacts of commercial activities on nearby properties, and to provide for limited residential development."

As a first step in the NB zone review, the Planning Commission compared the zone with a similarly situated zone—the Community Business (CB) zone—another small-scale commercial zone which stretches along NE 181st Street near downtown. Ultimately the Planning Commission concluded that the two NB areas could and should be treated differently. They modeled the proposal for the area at NE 170th Street on the CB zone, renaming it the "CB zone Juanita subarea," while retaining many of the existing NB zoning standards for the area around NE 153rd Place. The Commission chose the CB zone designation as it was designed for locations within a walkable distance of downtown and regional transit—characteristics shared with the NB area at NE 170th Street.

Council, staff and Planning Commission members engaged in a discussion. This item will come back to a future meeting for adoption.

Funding Request from Northlake Lutheran Church Homeless Shelter - Bryan Hampson,
Development Services Director

Development Services Director Hampson explained that in December of 2016, Northlake Lutheran Church requested a pre-application meeting with the City to discuss the possibility of having a temporary homeless shelter at their church.

Northlake Lutheran Church is in the R-12 zone (Residential 12 Dwelling Units per Acre). Temporary emergency shelters are not a permitted use or prohibited use in this zone. As such, a mechanism for the City to permit seasonal or transient uses not otherwise permitted is a Temporary Use Permit. Temporary Use Permits allow the City to place conditions on the approval.

The following information was contained in the agenda bill presented:

Following the pre-application meeting with City staff, the Police Chief, and the Fire Marshal, on June 23, 2017, Northlake Lutheran Church filed a Temporary Use Permit to use a portion of their church as an emergency cold weather homeless shelter. The proposal initially was to provide up to 30 days of emergency shelter for the homeless in the greater Kenmore/Bothell area between October 1st and March 31st. The project was reviewed as such and correction letters were sent to the applicant on August 30, 2017. City had not received a response from the applicant based on the review comments sent. The permit has not been approved. Staff has recently learned the project has changed. Based on the changes, a new review from City staff, the Police Chief, and the Fire Marshal will be required. Approval of the new proposal has not yet been determined.

As presented at the September 11, 2017 Council meeting, Kenmore Bothell Interfaith Group, in partnership with Lake City Partners and the Salvation Army, are proposing to use Northlake Lutheran Church for the month of October as a regional homeless shelter and are requesting \$2,000 from the City of Kenmore to fund transportation of their homeless guests and to purchase kitchen appliances.

Council discussed the request for \$2,000.

MOTION: Deputy Mayor Van Ness made a motion to support the KBIG endeavor to aid the homeless shelter and assist with funding of \$2,000, Councilmember Herbig seconded the motion. The motion passed 5-1-0 with Councilmember Sperry abstaining.

ADJOURNMENT

Councilmember Sperry adjourned the meeting at 9:15 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

**City of Kenmore, Washington
City Council Regular Meeting Minutes
September 25, 2017**

CALL SPECIAL MEETING TO ORDER — The Kenmore City Council special meeting was called to order by Mayor Baker at 6:30 p.m.

EXECUTIVE SESSION

Mayor Baker recessed the special meeting to an executive session at 6:30 p.m. to discuss Litigation and Potential Litigation with legal counsel, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 30 minutes.

The meeting reconvened to regular session at 7:00 p.m.

CALL MEETING TO ORDER — The Kenmore City Council meeting was called to order by Mayor Baker at 7:00 p.m.

Councilmembers present:

Mayor David Baker
Deputy Mayor Allan Van Ness
Councilmember Laurie Sperry
Councilmember Milton Curtis
Councilmember Nigel Herbig
Councilmember Stacey Denuski

Councilmembers absent:

Councilmember Brent Smith

Staff present:

Rob Karlinsey, City Manager
Nancy Ousley, Assistant City Manager
Debbie Bent, Community Development Director
John Vicente, City Engineer
Rod Kaseguma City Attorney
Kelly Chelin, City Clerk

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

PROCLAMATION

Northshore Schools Foundation All in for Kids Month - October, 2017

CITIZEN COMMENTS

Patrick O'Brien
6330 NE 181st
Kenmore, Washington 98028

Mr. O'Brien spoke about the St. Edward ballfields, the restaurant pad in the Town Square and Mary's Place.

PRESENTATION

Hopelink Utility Partnership

Ellen Greene, Associate Director, Hopelink, talked to the Council about the utility partnership.

WAC Update and Request for Funding

Paul Flynn, President, Northshore Canoe & Kayak Club (dba KWAC) explained that to better support the mutually-aligned goal of KWAC and City of Kenmore, to connect people to the water, they respectfully submit a request for financial assistance for equipment procurement in 2017. The total request is for \$40,100 of equipment funding to help connect more people to the water. Any such purchased equipment would be dedicated for primary use within Kenmore, with occasional temporary use at event sites (e.g., races) as reasonably warranted.

Development of the sub-organizations ("club") within KWAC presents a series of unique challenges. Each club is aligned with KWAC's overall goal, and pursue it in their own way with their unique paddling sport needs. In keeping with KWAC's non-profit status and the City's commitment to public-access, Clubs are not profit centers, and raise few funds (which might suffice only to pay for contracted coaches). Annual dues are minimal, and not sufficient to purchase equipment. KWAC does provide "scholarships" to help at-need families or members participate in the various clubs and pay such dues. KWAC's fund-raising capabilities are limited and insufficient to provide the equipment necessary for the individual Clubs.

In short, in order to grow, KWAC must rely largely on donations.

This request will come back during the budget discussion.

CONSENT AGENDA

MOTION: Mayor Baker moved to approve the consent agenda as submitted, Councilmember Herbig seconded the motion. The motion passed 7-0.

The consent agenda included the following:

The following checks and electronic payments are approved for payment:

Total check numbers: 37754 through 37859 in the amount of \$685,501.29.

Payroll check numbers: 10077-10078 in the amount of \$7,218.38.

Total payroll/taxes/flexible spending and health savings account electronic payments dated 9/1/2017 in the amount of \$108,630.77.

Special City Council Meeting of August 14, 2017 and August 28, 2017

Receive and File the July, 2017 Financial Report for the City of Kenmore, Washington - Joanne Gregory, Finance and Administration Director

PUBLIC HEARING

Ordinance 17-0445 Amending the Kenmore Municipal Code to Address Vegetation and Sidewalk Maintenance - Brett Schock, Traffic Engineer

Traffic Engineer Schock explained that staff's recommendation is to adopt Ordinance No. 17-0445 which addresses:

1. The expectation for vegetation maintenance by abutting property owners.
2. The responsibility for sidewalk maintenance, including an assessment by the City to determine the cause of sidewalk damage prior to performing repairs.
3. Alignment of the processes for assessing the cost of vegetation maintenance or sidewalk maintenance with the requirements of the Revised Code of Washington (RCW).
4. The City Manager's assessment of cost to serve as a "resolution" as defined in RCW 35.68.020.

City staff presented this policy issue to City Council for discussion on March 13, 2017 and June 12, 2017. The Kenmore Municipal Code (KMC) currently places responsibility for vegetation management and sidewalk maintenance on the adjacent property owner. In these two discussions, City Council chose to continue existing City practices regarding vegetation maintenance and take on a more proactive program of sidewalk maintenance. The proposed code changes in Ordinance No. 17-0445 incorporate the feedback received from the City Council at those meetings. City staff notified the Washington State Department of Commerce of the proposed Ordinance on July 18, 2017 and received no comments. No State Environmental Protection Act (SEPA) review of the changes are required per exemption (19)(b) of Washington Administrative Code (WAC) 197-11-800.

Ordinance No. 17-0445 also includes changes to the KMC as follows:

1. The definition of "planting strip" in Section 12.70.010 is expanded with a third category, defining the planting strip as the portion of right of way between the edge of pavement and the private property right of way line if no other pavements are existing.
2. Section 12.70.040 clarifies the City's expected maintenance requirements. Property owners must allow the use of the right of way by the public. The minimum width of pedestrian way (4 feet) outside of the vehicle travel lane is defined. The minimum vertical vegetation clearance over pedestrian paths (8 feet) and vehicle paths (11 feet) is defined. Property owners must maintain drainage ditches clear of debris to allow free flow of storm water.
3. The assessment of the cost of vegetation maintenance performed by the City because of a lack of property owner response is left to the discretion of the City Manager.
4. There is also language that allows the City to maintain right of way vegetation, at the City Manager's discretion.

Ordinance No. 17-0445 also includes changes to the KMC as follows:

1. Section 12.70.020 is changed allowing the City Manager, or designee, to conduct an assessment to determine the cause of damage to a sidewalk.
 - a. The changes allow the City to make the sidewalk repairs at no expense to the property owner if the cause of sidewalk damage is determined to be in the public right of way.
 - b. The City will assess the repair costs to the property owner if;
 - i. The cause of sidewalk damage is determined to be caused by private property and

- ii. The property owner refuses to complete the repairs on their own. Repair of sidewalks by the property owner would require a right of way permit and need to meet City standards for sidewalk construction.
2. Section 12.70.030 is changed to take the assessment by the City Manager, or designee, into account where determining the assignment of costs to the private property owner. The Section is also amended to add an appeals process through the Public Works Director and City Manager of any assigned costs to repair sidewalks.

Mayor Baker opened the public hearing for public comment at 8:17 p.m.

Pat O'Brien
6330 NE 181st
Kenmore, Washington 98028

Mr. O'Brien spoke against the Ordinance. He believes this Ordinance could get the City in a lot of trouble.

Mark Prince
19330 55th Avenue NE
Kenmore, Washington 98028

Mr. Prince spoke to the City responsibilities and said the City needs to maintain their property as well.

Mayor Baker closed the public hearing at 8:22 p.m.

BUSINESS AGENDA

Ordinance 17-0445 Amending the Kenmore Municipal Code to Address Vegetation and Sidewalk Maintenance - Brett Schock, Traffic Engineer

MOTION: Councilmember Curtis made a motion to approve Ordinance 17-0445 Amending the Kenmore Municipal Code to Address Vegetation and Sidewalk Maintenance, Councilmember Denuski seconded the motion. The motion passed unanimously.

Ordinance 17-0444 to Restrict Parking in Bicycle Lanes - Brett Schock, Traffic Engineer

Traffic Engineer Schock explained that the purpose of this Ordinance is to restrict parking in bike lanes. Parking in bike lanes is a safety concern for cyclists. Ordinance 17-0444 would prohibit parking in bike lanes in the City of Kenmore.

The City of Kenmore has expanded its bicycle network since 2014, adding 6.35 miles of marked lanes and buffered marked lanes on arterial roadways. In addition, over 5 more miles of marked bike lane are in the City's Capital Improvement Plan. Bike lanes are a designated space on a roadway to increase the safety and comfort for cyclists. When these lanes are blocked by parked vehicles, cyclists are forced to use vehicle travel lanes, creating the potential for quick maneuvers into traffic and conflict points. Consistently blocked bicycle lanes can make less-confident riders uncomfortable using the City's bicycle network. Bicycle lanes are an important component of the City's Target Zero program, Complete Streets ethic and Council's goal #1 to improve multimodal transportation safety.

The Revised Code of Washington does not specifically prevent parking in marked bicycle lanes without passage of a local City Ordinance. This Ordinance prohibits parking of a vehicle in a marked bicycle lane, marked shared-use lane or marked bicycle lane buffer. Washington State Department of Commerce and SEPA review of this Ordinance are not required. If Council adopts the Ordinance, a 30-day public education and grace period, with warnings issued instead of citations, would be enacted prior to full enforcement of the Ordinance.

MOTION: Councilmember Herbig made a motion to approve Ordinance 17-0444 to Restrict Parking in Bicycle Lanes, Councilmember Sperry seconded the motion. The motion passed unanimously.

Status Update for the Twin Springs Interim Plan - Debbie Bent, Community Development Director

Community Director Bent, along with the City's consultant Guy Michaelson with the Berger Partnership, provided a status update, including a PowerPoint presentation, on the Twin Springs Interim Plan. Interim park uses would allow public use of the site but the intent is to minimize the cost of improvements and maintenance. The presentation included review of the community input received from the online survey and 9/12/17 Open House. This update provides an opportunity for Council to ask questions and provide feedback prior to the next public outreach effort including an Open House tentatively scheduled for October 10th.

The Open House in October will present one to two scenarios for near term opportunities on the site. A Council meeting will be scheduled following public outreach to ask for direction on a preferred approach. Following completion of the second outreach milestone, the near-term program opportunities will be honed and a preliminary master plan prepared along with cost assumptions. The plan would also provide guidance on parking, access and pedestrian routes along 80th Ave NE. This information can then be used as a tool to help forward funding of park improvements through grants or other opportunities.

Background: The Twin Springs 25-acre property was transferred to the City from King County on May 18, 2016 by Quit Claim Deed. The property must be used for public park, recreation or open space. The Interagency Agreement (Contract 16-C1509) and Surface Access Easement Agreement (Contract 16-C1509) between King County and the City (approved by Council 2/8/16) outlines the conditions of property transfer. Although the property now belongs to the City; King County continues to have certain maintenance responsibilities on the City property for several years.

On 7/25/16 Council direction was to keep Twin Springs park closed to the public pending: 1. Development of an interim use plan; 2. Resources are allocated for implementation of the plan; and 3. The recommendations of the Public Works Service Analysis in relation to bringing on a new park facility are available to consider in developing a maintenance plan for Twin Springs.

On 4/24/17 Council authorized execution of Contract 17-C1732 with the Berger Partnership in the amount of \$39,200 to develop a preliminary master plan (interim plan) for Twin Springs. The contract scope include: Data gathering and review of existing documents to understand the sites physical assets and limits as well as regulatory realities; Development of 1-2 scenarios for how various near-term opportunities can exist on the site and document higher investment longer-term ideas generated from the first public outreach effort; Second public outreach effort

to obtain feedback on the near-term scenarios; and Interim Plan Documentation including a narrative and graphic package and a high-level cost assumption document.

COUNCIL REPORTS

Council discussed the topic of safe injection sites. Staff and the City Attorney will look into this matter further and report back. The City Attorney's office will survey what other cities are doing.

ADJOURNMENT

Mayor Baker adjourned the meeting at 9:37 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk



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

Subject/Topic: Adopt Resolution 17-300
Authorizing the Establishment of the
Health Reimbursement Arrangement
Voluntary Employees' Beneficiary
Association (HRA VEBA) Plans

For Council Meeting Agenda of: October 23, 2017

Department: Finance/City Manager

Prepared by: Joanne Gregory, Finance and
Administration Director

Proposed Council Action/Motion: Adopt
Resolution 17-300 Authorizing the
Establishment of the Health Reimbursement
Arrangement Voluntary Employees'
Beneficiary Association (HRA VEBA) Plans

Initial & Date
 Approved by Department Head: Jan 10-12-17
 Approved by City Attorney: _____
 Approved by Finance Director: Jan 10-12-17
 Approved by City Manager: pk

Exhibits/Attachments:
 Resolution 17-300
 HRA VEBA BENEFITS Policy
 Agenda Bill Dated July 24, 2017

Expenditure Required NA

Amount Budgeted NA

Appropriation Required \$0

INFORMATION/BACKGROUND:

On July 24, 2017 the City Council approved new health insurance plans for the City employees for 2018 and the creation of city funded employee Health Reimbursement Arrangements (HRAs). The agenda bill for July 24, 2017 is attached. The new plans have higher deductibles and higher potential out of pocket expenditures compared to the current plans which are terminating as of the end of 2017.

To minimize the financial impact to employees resulting from the new plans, the City Council authorized the creation and funding of health reimbursement arrangements in the amounts of \$450 for single covered employees, \$900 for covered employees with one dependent, and \$1,350 for each employee covering the employee plus two or more dependents. Although the accounts will remain in place for each employee, the funding is for 2018 only while the employee benefits review team continues to explore and research options for providing employee health insurance benefits in 2019 and beyond.

Resolution 17-300 of the City Council is required to formally establish and fund the health reimbursement arrangements. Also attached is the administrative policy for this benefit which will be incorporated into the City's broader personnel policies.

FISCAL CONSIDERATION:

2018 Premiums for the new \$250 deductible plans are 1.8% less than the 2017 cost of the current (old) plans. In addition, the budget includes a 6% increase in the cost of the current plan for 2018 (approximately \$566,544), therefore this proposal for the new \$250 deductible plans plus the HRA VEBA contributions (\$564,626) are within the budgeted amount.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Effective and Efficient Services

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 17-300**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, AUTHORIZING THE ESTABLISHMENT OF
THE HEALTH REIMBURSEMENT ARRANGEMENT /
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION
("HRA VEBA") PLANS**

WHEREAS, the Internal Revenue Code Section 501(c)(9) allows for the creation of a voluntary employees' beneficiary association which is a tax-exempt health and welfare trust; and

WHEREAS, IRS regulations and guidelines allow an employer to offer health reimbursement arrangement (HRA) plans; and

WHEREAS, such HRA plans are available to governmental employers in the Northwest; and

WHEREAS, the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Trust") offers and will administer two HRA VEBA plans (collectively the "Plans") as amended and restated: the Standard HRA Plan, which shall be integrated with the Employer's or another qualified group health plan and which shall accept Employer contributions on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the Post-separation HRA Plan, which shall accept contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires; and

WHEREAS, the City of Kenmore (previously and hereinafter the "Employer") has determined that it is in the best interest of the Employer and its employees to establish the Plans, which provide tax-free defined contribution accounts for employees to reimburse qualified medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses of the employees and their qualified dependents; and

WHEREAS, the Employer desires to establish the Plans for its employees; and

WHEREAS, the Employer desires to use the services of the Trust to administer such Plans; and

WHEREAS, the Plans will be administered in accordance with the Plan documents provided by the Trust on file in the Employer's main office.

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

Section 1. Effective January 1, 2018, the City of Kenmore hereby elects to participate in the Plans and Trust as presently constituted or hereafter amended using the Trust as its plan administrator for the benefit of eligible employees as defined by Employer policies.

Section 2. The Plans will be funded with Employer contributions in amounts determined from time to time pursuant to Employer policies.

Section 3. The City Manager is authorized to execute documents and establish procedures consistent with Plan and Trust provisions and applicable Employer policies necessary to effect the adoption and administration of the Plans.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF OCTOBER, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

To be inserted after 5.3 Insurance Benefits in Personnel Policies:

5.4 HRA VEBA BENEFITS

- 5.4.1 The City of Kenmore has adopted HRA VEBA plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (collectively the "Plans").
- 5.4.2 The City will contribute to the Plans on behalf of all benefits-eligible employees participating in one of the City's **non**-high-deductible healthcare programs.
- 5.4.3 Each eligible employee must submit a completed and signed Enrollment Form or enroll online to become an eligible participant and become eligible for benefits under the Plans.
- 5.4.4 Contributions on behalf of each eligible employee will be made as follows:
 - \$450.00 per year for employees whose City-provided insurance covers employee only;
 - \$900.00 per year for employees whose City-provided insurance covers employee plus one;
 - \$1350.00 per year for employees whose City-provided insurance covers full family.
- 5.4.5 City of Kenmore contributions to the HRA VEBA accounts of all eligible employees will be made as follows:
 - 50% of the eligible contribution for each eligible employee will be made on January 1, 2018
 - 50% of the eligible contribution for each eligible employee will be made on July 1, 2018
- 5.4.6 New employees hired during 2018 with a hire date prior to July 1, 2018 will be eligible for the July 1, 2018 HRA VEBA contribution (50% of annualized eligible contribution), provided all other eligibility requirements are met.
- 5.4.7 New employees hired during 2018 with a hire date of July 1, 2018 or later will not be eligible for any 2018 HRA VEBA contribution.
- 5.4.8 Employees participating in the HRA VEBA who experience a change in family status effective on or prior to June 30, 2018 (i.e., new baby/eligible adoption or dependent aging out of health insurance coverage, marriage or divorce, etc.) will receive adjusted contributions on July 1, 2018 reflective of their new status.

- 5.4.9 Employees participating in the HRA VEBA who experience a change in family status, effective July 1, 2018 or later, will receive contributions based on their eligibility as of January 1, 2018.
- 5.4.10 The term of this HRA VEBA policy shall be from 1-1-2018 to 12-31-2018. There is no implied commitment by the City of Kenmore to continue HRA VEBA contributions after the end of 2018.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: 2018 AWC Health Insurance Plans and Creation of City Funded Employee Health Reimbursement Arrangement	For Council Meeting Agenda of: July 24, 2017	
	Department: Finance/City Manager	
	Prepared by: Joanne Gregory, Finance and Administration Director	
Proposed Council Action/Motion: Review and Approval of 2018 AWC Healthfirst 250 and Kaiser Access PPO 250 Insurance Plans and Creation of City Funded Employee Health Reimbursement Arrangement		<u>Initial & Date</u>
	Approved by Department Head:	_____
	Approved by City Attorney:	_____
	Approved by Finance Director:	_____
	Approved by City Manager:	_____
	Exhibits/Attachments: Employee Benefit Committee Powerpoint Presentation	
Expenditure Required \$ 564,626	Amount Budgeted \$ 566,544	Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u>		
City employees currently have the option to be insured under one of four AWC Employee Benefit Trust plans which included two zero deductible plans and two high deductible plans. At the end of 2017, the two zero deductible plans will be eliminated by AWC. An employee committee was formed to consider alternative plans for 2018. The committee's directive was to find plans that offered benefits as close as possible to those in the expiring plans, and to stay within the budgeted amount for City healthcare overall.		
After extensive research, the Committee's recommendation for 2018 is to offer employees a choice of one of the Regence BlueShield or Kaiser Permanente (formerly Group Health) \$250 deductible plans and continue to offer the Regence and Kaiser high deductible plans that are currently being offered. The new plan deductibles are \$250 for a single employee up to \$750 for a covered family; the potential annual out of pocket increases from \$2,200 to up to \$6,000 for a covered family.		
In consideration of the higher deductibles and potentially significant higher out-of-pocket costs for employees, the committee proposes that the City use the 6% budgeted increase in healthcare costs to establish and fund a Health Reimbursement Arrangement-Voluntary Employees' Beneficiary Association (HRA VEBA) using a three-tiered structure: \$450 for each employee covering only the employee; \$900 for each employee covering the employee plus one other family member; \$1,350 for each employee covering the employee plus two or more other family members. An HRA VEBA provides for medical benefits to members under Internal Revenue Code 501(c)(9) and is a benefit offered to more than 50,000 participants from over 500 governmental employers		

(including 158 cities) in the Northwest. Such medical benefits can be used to reimburse qualified out-of-pocket medical expenses; contributions, interest earned, and withdrawals for claims are tax exempt.

These contributions would not apply to employees choosing High Deductible Health Plans with Health Savings Accounts.

This recommendation is effective for 2018 only. The employee committee favors continuing the research already begun, exploring new options that may arise during the coming year, and developing a recommendation for 2019 during the next 12+ months.

FISCAL CONSIDERATION:

2018 Premiums for the new \$250 deductible plans are expected to be approximately the same or less than the 2017 cost of the current (old) plans. The budget includes a 6% increase in the cost of the current plan for 2018 (approximately \$566,544), therefore this proposal for the new \$250 deductible plans plus the HRA VEBA contributions (\$564,626) are within the budgeted amount.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Effective and Efficient Services



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Contract for Right-of-Way Landscape Maintenance Services Proposed Council Action/Motion: Authorize City Manager to Execute Contract No. 17-C1780 with Earthworks Landscape Services, Inc. for Right-of-Way Landscape Maintenance.	For Council Meeting Agenda of: October 23, 2017 Department: Public Works Prepared by: Jennifer Gordon, Public Works Operations Manager Initial & Date Approved by Department Head: <u>[Signature]</u> 10/12/17 Approved by City Attorney: _____ Approved by Finance Director: <u>[Signature]</u> 10/12/17 Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: Contract 17-C1780
Expenditure Required \$51,518.75, up to \$75,000/yr Amount Budgeted \$117,500/yr Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> The City has been responsible for maintaining the right of way landscaping along SR522 corridor and NE 153rd PL/NE 155th ST since taking over maintenance after the improvements were completed. This work has been done by a landscape contractor since 2013. With the additional SR522 West A improvements coming online in June of 2017, the City repackaged a new scope of work into a Request for Proposals. The scope of work includes an increased level of service to address routine landscape maintenance such as weeding, leaf and debris removal, pruning, fertilizing, mulching and irrigation maintenance. Being that this work is in the right of way, traffic control will be required and is a component of the contract.	
<u>FISCAL CONSIDERATION:</u> Proposals were received in September and the lowest responsible bidder was Earthworks Landscape Services, Inc. The base price for all work included in the contract is \$51,518.75, however for additional work that may come up we have included the ability to add work by discretionary request and for the contract to not exceed \$75,000 annually. The 2017-2018 Biennial Budget allocates \$117,500 annually for right of way maintenance which includes landscape maintenance, as well as other types of right of way maintenance.	

<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Provide effective and efficient services.
--

Contract No.17-C1780

**City of Kenmore, Washington
CONTRACT FOR SERVICES
ROW Landscape Maintenance Services**

This Agreement is entered into by and between the City of Kenmore, Washington, a non-charter optional municipal code city referred to as the "City," and Earthworks Landscape Services, Inc., hereinafter referred to as the "Contractor," whose principal office is located at 12516 Evergreen Drive, Mukilteo, Washington, 98275.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit "A," attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit "B," attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$75,000.

The Contractor shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval.

3. Contractor Budget. The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on November 1, 2017 and ending, December 31, 2019, unless sooner terminated under the provisions hereinafter specified. The Contract may be extended for an additional two-year period, with mutual acceptance in writing by both parties to December 31, 2021. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

5. Independent Contractor. Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City

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employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. Prevailing Wages. This Agreement is subject to the prevailing wage requirements of Chapter 39.12 RCW, as now in effect and hereafter amended. The hourly wage paid to all laborers, workers or mechanics for the work under this Agreement shall be not less than the prevailing rate of wage in King County, Washington. The Contractor is responsible for determining the correct laborer, worker or mechanic classifications for prevailing wages. The prevailing wages shall be as of the date of the quotation submitted by the Contractor to the City, and are available at the Department of Labor and Industries website at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates>. A copy of the applicable prevailing wages is available for viewing at City Hall at the address shown in paragraph 19 of this Agreement. The City will mail a hard copy of the applicable prevailing wages to the Contractor upon request. Prior to making any payment under this Agreement, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wages." The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that that prevailing wages have been paid by the Contractor and all subcontractors. Following acceptance of work, the Contractor shall submit an "Affidavit of Wages Paid."

7. Indemnification.

A. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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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 Contractor's profession.

B. Minimum Amounts of Insurance. Contractor 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, \$2,000,000 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 Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

E. Verification of Coverage. The Contractor 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 Contractor before commencement of the work.

F. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the

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contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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

9. Record Keeping and Reporting.

A. The Contractor 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 in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

10. 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 law during the performance of this Agreement.

11. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement. 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. The Contractor reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days. 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.

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

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

14. 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.

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15. Notices. Notices to the City of Kenmore shall be send to the following address:

Attn. Public Works Manager
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

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

17. 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 Contractor, 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.

DATED this _____ day of _____, 2017.

CONTRACTOR:

BY: _____

Title: _____

Address: _____

Phone No.: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey

Title: City Manager

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EXHIBIT A
Scope of Services

The general scope of work is to include the landscape maintenance of landscapes along the SR522 Right-of-Ways(ROW) and NE 153rd PL/NE 155th ST (Juanita DR NE to 84th Avenue NE) and some adjoining side streets within the City of Kenmore. The contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation, traffic control (traffic control plans along SR 522 will need prior approval from the City and the Washington Department of Transportation, traffic control plans along NE 153rd PL NE/NE 155th ST are approved by the City), and other items necessary for the complete maintenance and landscaping in accordance with the provisions herein, of the following Rights-of-Way within the City of Kenmore.

1. SR522 North ROW between the 6100 Block and 8400 block (from curb to back of sidewalk);
2. Medians on SR522 between 61st Ave NE and 81st Ave NE;
3. SR522 South ROW between the 6000 Block and the 6800 block;
4. East side of 68th Ave NE between NE 175th ST and NE 185th ST;
5. West side of 68th Ave NE between NE 175th St and NE 181st ST;
6. NE 181st ST between 67th Ave NE and 73rd Ave NE;
7. 73rd Ave NE between NE 175th ST and NE 181st ST (both sides).
8. NE 153rd PL/NE 155th ST North ROW from Juanita DR NE to 84th Avenue NE

The maps in Attachment C demonstrate the work areas. They are for general information only. Note that SR 522 improvements are complete from 61st to 65th Avenues NE and the aerial map are not up to date for this segment.

- A. The areas to be maintained within the ROW include, but are not limited to irrigation, landscape beds, trees, shrubs, ground covers, tree squares, and sidewalks/paved areas.
- B. The Contractor shall replace, at Contractor's own expense, any groundcover, trees, shrubs or other plant materials requiring replacement through negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the Contractor shall be of top quality condition and shall be guaranteed by the Contractor for one year.
- C. Contractor's operations and activities pursuant to a contract awarded from this RFP shall be under the control and supervision of the City's Public Works Operations Manager or designee (City Project Manager).
- D. Prior to beginning work, the Contractor shall submit the work schedule to the City's Project Manager. The schedule must look-ahead at least three months. Any changes to the schedule must be submitted to the City Project Manager at least a week BEFORE the work dates are modified. The Contractor shall establish a routine work schedule such that, to the extent possible, work shall be performed on the same day and time each visit to complete the contract work and shall be included in the proposal. Maintenance activities may be performed between the hours of 7:00 AM and 3:00 PM, Monday through Friday, on the exterior ROW. Maintenance activities in the medians will be limited to between the hours of 9:00 AM and 3:00 PM, Monday through Friday.

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- E. If additional work or services is desired either by the City or the Contractor, a Discretionary Work Request Form shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work services. Written approval by the City must be obtained prior to the start of any additional work.
- F. The Contractor will provide the City with a documented summary of work completed after each visit. This should be received by the City via email within one week of the work being completed. The summary of work completed shall include:
 - a. Date;
 - b. Arrival Time and Departure Time;
 - c. Staff onsite;
 - d. Detailed report of work completed;
 - e. Notes/Comments (to include any items requiring attention or that may need a discretionary request to have the work completed – property damage, hazards, etc.).

This reporting is a contract requirement. The cost of preparing and submitting the summary is required and payment for this work is incidental to the bid items. The current summary must be submitted in order to be paid for the payment period's work.

The general descriptions of the landscaping and maintenance services to be provided in the contract are as follows.

Landscape Beds

The Contractor shall maintain all trees, shrubs and groundcover of the parks in a healthy, growing condition, by performing the following operations:

Pruning & Shrub Trimming

- 1. Tree pruning shall be done so as to keep the natural shape of the tree (no shearing or tip cutting). Branches shall be cut back and/or limbed up to keep out of the travelled roadway as well as the pedestrian travelled sidewalk. Thinning cuts may also be made (including removal of suckers) Pruning cuts shall be made back to a lateral or the trunk. Pruning shall be done under the supervision of a certified arborist.
- 2. The Contractor shall be responsible for notifying the City of any significant tree hazards including, but not limited to: dying or dead trees, significant broken limbs or damage, disease and insect infestation.
- 3. The Contractor shall cut back shrubs and ground cover to prevent encroachment into shrubs, trees, buildings, retaining walls, fences, utility vaults, sidewalks, and roadway. They shall be trimmed at the inside edge of the curb or sidewalk. In order to keep new growth from protruding over the curb or preventing site distance for vehicular traffic, the shrubs will need to be trimmed per the schedule outlined below. Shrubs will be maintained so that no new visible growth is visible. All shrubs are to be trimmed per the schedule to maintain the shape of the shrub. Growth of new sprouts, suckers, etc. are to be trimmed frequently so that each shrub maintains its shape and maintains an ornamental, neat and structured appearance.

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4. Trimming of ALL shrubs on 153rd/155th will occur every other week year-round.
5. Major pruning of any deciduous trees shall be done in the dormant season. Minor pruning can be done at any time.

Bed Maintenance

1. Landscape beds and tree squares shall be kept free of weeds, trash, and debris. Weeding of ALL landscape beds on 153rd/155th will occur every other week year-round.
2. Weeding shall be done mechanically. Chemical applications may be used on a limited basis. The City reserves the right to limit the use of specific herbicides and/or application of said herbicides. All pesticide applications must be approved by the City prior to any application. All pesticide applications shall be done in compliance with all federal, state, and local laws by a Washington State Department of Agriculture licensed applicator.
3. Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor at their expense, in a timely manner. Where irrigation is available, this will include negligence in failing to provide adequate water supply to support healthy plant growth.
4. The Contractor may need to remove dead or damaged plants and replace with the same plants of equivalent size, condition, and variety after obtaining written approval from the City. This will be done at the expense of the City unless plant damage or death was due to the Contractor's negligence in which place the replacement will be at the Contractors expense. The replacement plant materials supplied by the Contractor shall be of top quality condition and shall be guaranteed by the Contractor for one year.

Attachment F shows the maintenance aesthetic expected for maintenance of shrubs, sidewalk and weed management.

Mulching

1. All landscape beds and tree square shall be mulched on an annual basis (February/March). Mulch shall be WSDOT Wood Chip Mulch Specification or approved equal.

Irrigation

1. The Contractor shall maintain and operate the site's irrigation system in accordance with the contract specifications with special emphasis on:
 - a. Appropriate watering schedule and volume to maintain proper moisture content to support healthy plant growth.
 - b. System malfunctions, damaged parts or leaks and appropriate response.
 - c. Follow up Discretionary Work Requests, if needed, to correct system problems in a timely manner.

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2. Startup system in Spring (March-April); Pressurize system; check for leaks, broken heads and other necessary repairs. The Contractor shall complete an Irrigation System Status Report for each point of connection, indicating the status and repair requirements of the irrigation system. The City, at its discretion, may make necessary repairs or agree to compensate the Contractor for such repairs by the use of the Discretionary Work Request Form.
3. Except for the system start up and winterization, the Contractor shall make every effort to repair the irrigation within 48 hours. In no case, shall a defective leaking system be permitted to operate.
4. The Contractor shall submit a Proposed Watering Schedule. The City will review and notify the contractor if the schedule is approved.
5. The irrigation controllers shall be set to operate the system in accordance to the approved watering schedule. Automatic systems shall be programmed to operate only between 10:00 PM and 6:00 AM. Manual operation of irrigation may occur only while the Contractor is onsite. Changes to the watering schedule due to plant material needs shall be reported to the City by the contractor within 48 hours of such changes.

Contractor will not be held responsible for water supply related problems, including, but not limited to voluntary or mandatory water conservation, unanticipated water supply interruption, or causes beyond the control of the Contractor. Where water supply is not a problem, the Contractor shall be held responsible and liable for damage to plant materials due to lack of moisture.
6. Winterization; Irrigation systems shall be winterized in the Fall (October-November). Shut off main water supply, drain double check valve, connect compressor at quick coupler and blow water out of lateral lines.

Hard Surfaces

Sidewalks, driveways, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable; however, accumulations of debris must be removed from the site and not blown into adjacent property, street surfaces, fence lines, or planting beds.

Traffic Control

Traffic control, in accordance with the current issue of the MUTCD (Manual for Uniform Traffic Control Devices) will be required. The Contractor shall submit a traffic control plan to the City. The City shall get Washington State Department of Transportation approval for work along SR 522 before the City will approve and return to the Contractor. The Contractor shall not deviate from the approved traffic control plan.

Personal Protective Equipment

The Contractor shall have staff equipped with all of the necessary personal protective equipment at all

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times. The Contractor will be required to have staff wear reflective vests while doing any work under the contract.

Discretionary Work Requests

A Discretionary Work Request (DWR), Attachment "E", shall be used for any work to be completed above and beyond work included in the executed contract. Work shall be done on a time and materials basis. A DWR must be approved by the City before work may commence. Examples of work that may be done via a DWR could be, but not limited to, planting installation, mulching, major irrigation repairs, etc.

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EXHIBIT B
Rates

NE 153rd PL/NE 155th ST

Description of Work	Estimated Frequency (Annual Total)	Number of Labor Hours Per Year	Cost Per Frequency (Include Labor & Materials)	Annual Cost
Fertilize (all beds & tree squares)	1	#1.4	\$137.63	\$137.63
Mulch (WSDOT Spec. Wood Chip Mulch)	1(February)	N/A	\$3,375.00	\$3,375.00
Trees: Pruning/Trimming	4	#18	\$162.00	\$648.00
Trim ALL Shrubs	26	#29.5	\$40.85	\$1,062.12
Weed ALL landscape beds and keep them free of weeds	26	#60	\$103.85	\$2,700.00
Litter Control	26	Included in beds	\$	\$
Leaf/Debris Cleanup	26	#32.8	\$56.77	\$1,476.00
Hard surfaces (Blowing)	26	#52	\$90	\$2,340.00
Hard surfaces (Weeding)	26	Included in beds	\$	\$
Annual Cost for 153rd/155th			\$11,738.75	

SR 522 with connecting side streets

Description of Work	Estimated Frequency (Annual Total)	Number of Labor Hours Per Year	Cost Per Frequency (Include Labor & Materials)	Annual Cost
Fertilize (all beds & tree squares)	1	#5.3	\$491.75	\$491.75

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Mulch (WSDOT Spec. Wood Chip Mulch)	1 (February)	N/A	\$7,000.00	\$7,000.00
Trees: Pruning/Trimming	4	#31	\$279.00	\$1,116.00
Shrub trimming	12	#194.62	\$583.87	\$7,006.38
Weeding	26	#275	\$380.77	\$9,900.00
Litter Control	26	Included in beds	\$	\$
Leaf/Debris Cleanup (Weekly in November and December)	12	#114	\$342.00	\$4,104.00
Hard surfaces (Blowing)	26	#162.50	\$225	\$5,850.00
Hard surfaces (Weeding)	26	#18.75	\$25.96	\$674.99
Irrigation Start Up	1	#10	\$812.50	\$812.50
Irrigation Winterization	1	#5	\$484.38	\$484.38
Irrigation Operation	Estimate # of hours for typical operations	Included	\$	\$
Traffic Control For Medians	26	#2	\$90	\$2340.00
Annual Cost for SR522			\$39,780.00	

Grand Total Annual Cost for 522/153rd/155th ROW Landscape Services	\$51,518.75
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Discretionary Request Hourly Rates

Irrigation Technician Hourly Rate	\$65.00
Landscape Maintenance Laborer Hourly Rate	\$36.00

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EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

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

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Contract No.17-C1780

EXHIBIT D

W-9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Earthworks Landscape Services, Inc.</u>		
2 Business name/disregarded entity name, if different from above _____		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) <u>P</u> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) <u>P</u>		
4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) <u>12516 Evergreen Drive</u>		Requester's name and address (optional) _____
6 City, state, and ZIP code <u>Mukilteo, WA 98275</u>		
7 List account number(s) here (optional) _____		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.		
Social security number _____ - _____ - _____ or Employer identification number <u>91-0844908</u>		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.		
Sign Here Signature of U.S. person <u>[Signature]</u> Date <u>1/30/17</u>		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee; if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.		

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

Contract No.17-C1780

EXHIBIT E

DISCRETIONARY WORK REQUEST FORM
SR522/155th/153rd ROW Landscape Maintenance Services

TO BE COMPLETED BY THE CITY:

Date of Request: _____ **Requester's Name:** _____

Location: _____

Describe Requested Work: _____

TO BE COMPLETED BY THE CONTRACTOR:

Contractor's Recommended Action: _____

Cost Estimate: _____

Proposed Schedule: _____

Contractor's Signature

Date

AUTHORATION TO PROCEED: _____
City of Kenmore Signature Date

Google Maps

Google Maps

EXHIBIT F
Maps

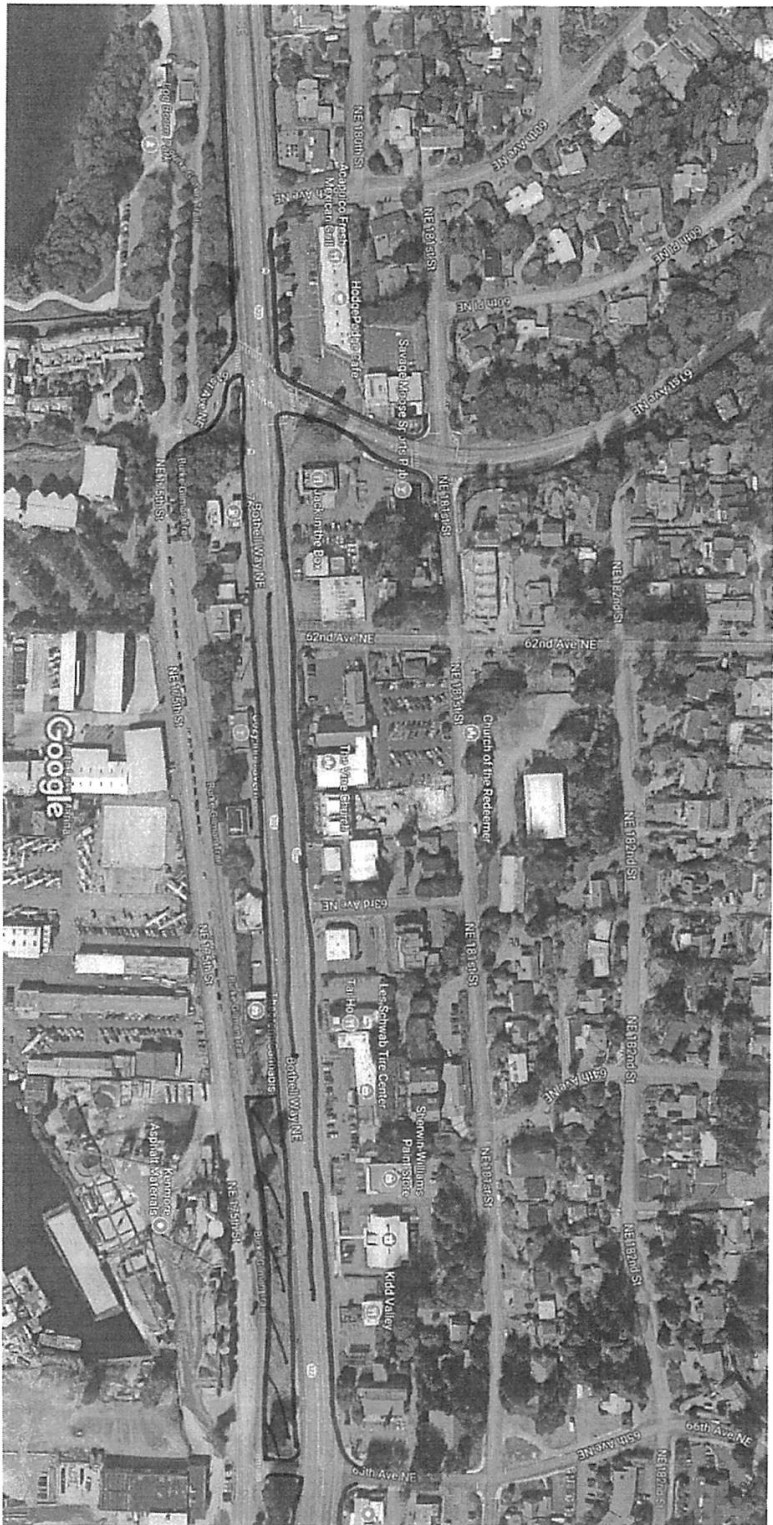


Imagery ©2017 Google, Map data ©2017 Google United States 200 ft

Google Maps

EXHIBIT F
Maps

Google Maps



Google Maps

EXHIBIT F
Maps

Google Maps

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Imagery ©2017 Google, Map data ©2017 Google United States 100 ft

EXHIBIT F

Maps





EXHIBIT G

Aesthetic Standards



- 22 -



Contract No.17-C1780

IX. C. Authorize the City Manager to Execute Contract 17-C17...

Subject/Topic:

For Council Meeting Agenda of: 23 October 2017

Prepared by: Nancy K. Ousley, Assistant City
Manager

Initial & Date

Approved by Department Head: Jung 10/11/12

Approved by City Attorney: _____

Approved by Finance Director: Jung 10/12/12

Approved by City Manager: CPK

- 1) Proposed Amendment #4 to Contract No. 10-C873
- 2) Agenda Item from November 23, 2015 Council Meeting Regarding Amendment #3 to Contract No. 10-C873

Amount Budgeted \$8500 for
2017-2018 Biennium for Animal
Sheltering Services

Appropriation Required \$0

The proposed contract amendment renews the City's contract with Progressive Animal Welfare Society (PAWS) for sheltering services for cats and dogs, which was originally approved in 2010. The current contract expires on December 31, 2017. The amendment extends the term of the contract through December 31, 2020 and adjusts the per animal intake fee from \$175 to \$186 for 2018. For 2019 and 2020, the intake rate will be increased by either 2.5% or the June CPI-U, whichever is greater, as provided in the current contract. There are no other changes to the existing contract.

PAWS plans to relocate its headquarters in mid-2019 from Lynnwood to Highway 9 near Snohomish, where a new facility will be constructed. The distance from Kenmore to the new location is comparable to the distance to the present facility in Lynnwood.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

IX. D. Authorize the City Manager to Execute Amendment 4 to ...

**Contract No. 10-C873
Amendment No. 4**

The following sections of the animal sheltering services contract dated June 29, 2010, between the City of Kenmore and Progressive Animal Welfare Society (PAWS) are amended to read in its entirety as set forth (i.e. below and in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment. The City shall pay Consultant:

X According to the rates set forth in Exhibit "B"

Section 3. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on June 1, 2010 and ending at midnight on December 31, 2020, unless sooner terminated under the provisions of the Agreement.

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

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

With copies to:

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

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

Annette Laico, CEO
PAWS
P.O. Box 1037
Lynnwood, WA 98046

Exhibit B—attached

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

CONSULTANT:

BY: _____

By: _____

Rob Karlinsey

Title: City Manager

Title: _____

Address: _____

Attest/Authenticated:

Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

1. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$186.00 for each animal brought to PAWS from the City's jurisdiction for the year 2018. For the years 2019-2020, the \$186.00 intake fee rate will be increased by either 2.5% or the June to June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. The intake fee dollar amount will be rounded up to the nearest dollar.

For animals that are brought to PAWS by City officials or King County Animal Control Officers and released to their owners prior to the applicable holding period expiring pursuant to Section 1.E of this Scope of Work, PAWS will attempt to recover the intake fee from the animal's owner. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. This includes licensed or unlicensed stray animals found within the City limits of Kenmore and brought to PAWS by a City Official or a King County Animal Control Officer.

2. PAWS may also charge the City a per day fee of Twenty Dollars (\$20.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.E. of the Exhibit A - Scope of Services. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

3. The City will include in the City's proposed 2018 and 2019-2020 budgets \$750 per year, totaling \$2,250, to be allocated toward reducing or fully covering the pet owner's cost of the intake fee as established in the agreement for animals brought to PAWS by City officials or King County Animal Control Officers. PAWS will continue to attempt to recover the intake fee from the animal's owner, however, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee may be covered by funds in the Apprehension Fee Mitigation Fund. PAWS may, at its discretion and in good faith, allocate a maximum of the full cost of the intake fee considering the following requirements:

a) Funds from the Apprehensive Fee Mitigation Fund will only be allocated to offset costs of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers. PAWS may allocate a maximum of \$750 toward this cause for 2018, 2019 and 2020 each, not to exceed a total of \$2,250. The City will remit payments for a maximum of \$750 for 2018, 2019 and 2020 each.

b) Once a pet-owner has been allocated any amount of funds to offset the costs of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers, they may not receive any additional funds for this purpose for the remainder of the calendar year.

c) PAWS will submit, with each monthly bill, an invoice for any funds allocated toward offsetting intake fee for animals brought to PAAWS by City officials or King County Animal Control Officers, the animal ID number, animal name, primary breed, intake type, time and date of intake, and the owner's name and address.

4. The above mentioned payments shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.

5. Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of Exhibit A - Scope of Services. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said

records shall be maintained for a period consistent with Section 8 of the Contract for Consultant Services.

6. In accord with Section 3.C of the Agreement, PAWS agrees to provide its best efforts to submit to the City an estimate of the rates/charges for the provision of services described herein by October 1st of the year the contract is set to expire. The parties acknowledge that such an estimate would enable the City sufficient time to review and confer with PAWS regarding said rates/charges prior to the end term of this Agreement.

ATTACHMENT
2

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #3 to Contract No. 10-C873 with Progressive Animal Welfare Society (PAWS) for animal sheltering services Proposed Council Action/Motion: Approve Amendment #3 to Contract No. 10-C873 with PAWS for animal sheltering services	For Council Meeting Agenda of: 23 November 2015 Department: Executive Prepared by: Leslie Harris, Community Relations Manager/Policy Analyst <i>LH</i> <u>Initial & Date</u> Approved by Department Head: <i>NKO 12 Nov 2015</i> Approved by City Attorney: Approved by Finance Director: <i>Greg 11/12/15</i> Approved by City Manager: <i>PK</i> Exhibits/Attachments: 1) Proposed Amendment #3 to Contract No. 10-C873 2) Original Contract No. 10-C873 with Amendment #1 and #2
Expenditure Required \$7,287/yr estimate	Amount Budgeted \$25,361 in 2015-2016 Biennium for Animal Services Contracts (includes King County Regional Animal Services and PAWS) Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u> The proposed contract amendment renews the City's contract with Progressive Animal Welfare Society (PAWS) for sheltering services for cats and dogs, which was originally approved in 2010. The current contract expires on December 31, 2015. The amendment extends the term of the contract through December 31, 2017 and adjusts the per animal intake fee from \$169 to \$175 for 2016. For 2017, the intake rate will be increased by either 2.5% or the June CPI-U, whichever is greater. The Administration is very satisfied with the services that have been provided under this contract. The animals taken to PAWS can be lost (stray) or surrendered by their guardians who reside within city limits. The lost animals are brought in by King County Animal Control Officers, City officials or private citizens. Between 2011 and 2013, the use trend for Kenmore animals remained fairly consistent at about 50-55 animals per year. In 2014, there was a slight decline to approximately 40 animals. For 2015, there have been 20 animals taken to PAWS. A notable amendment to the contract is that the City will provide funding assistance to Kenmore resident's that are unable to cover the cost of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers. When citizens reunite with the animals brought in by King County Animal Control Officers they have to pay the	

medical, and the purchase of a license. By charging this fee to the citizen who has utilized the animal control and shelter service, the City is striving to get a "full cost recovery" from the citizen.

In limited circumstances, approximately 2-5 times a year, a guardian cannot afford the City's "Intake" fee, which may result in animals being abandoned or surrendered to PAWS or the animal's holding time is extended so they can arrange to get the funding. This lengthens the amount of time PAWS has to hold and care for the animal, and that space is not open for another animal in need.

In order to reunite the animal with the guardian as quickly as possible, PAWS is proposing to separate the per-animal cost paid to PAWS and the "full cost recovery" fee charge to the citizen to mitigate this issue. The proposed contract amendment includes \$750 in the 2016 budget and 2017 proposed budget to be allocated toward reducing or fully covering the pet owner's cost of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers.

In addition, the City and PAWS will continue to collaborate on promoting animal licensing, spay and neuter, and other activities that promote animal welfare and reduce animal care costs.

The City of Shoreline also contracts with PAWS and approved similar renewal amendments to their contract for 2016. PAWS also contracts with Lake Forest Park, Woodinville, and four Snohomish County cities for sheltering services.

FISCAL CONSIDERATION:

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Consistent with Mission Statement on providing efficient, effective services and public safety

**Contract No. 10-C873
Amendment No. 3**

The following sections of the animal sheltering services contract dated June 29, 2010, between the City of Kenmore and Progressive Animal Welfare Society (PAWS) are amended to read in its entirety as set forth (i.e. below and in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 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.

Section 2. Compensation and Method of Payment. The City shall pay Consultant:

X According to the rates set forth in Exhibit "B"

Section 3. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on June 1, 2010 and ending at midnight on December 31, 2017, unless sooner terminated under the provisions of the Agreement.

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

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

With copies to:

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

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

Annette Laico, CEO
PAWS
P.O. Box 1037
Lynnwood, WA 98046

Exhibit A—attached

Exhibit B—attached

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

CONSULTANT:

BY: _____
Rob Karlinsey
Title: City Manager

By: _____
Title: _____

Address: _____

Attest/Authenticated:

Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall independently provide the following services to the City:

1. Services Provided by Consultant ("PAWS")

- A. PAWS shall furnish animal shelter services to the City. Animal shelter services shall include sheltering and holding of dogs and cats at facilities operated by PAWS, releasing animals to owners, and disposing of animals that are not claimed by owners after the period prescribed by City ordinance, in a responsible and lawful manner (including adoption or destruction).
- B. PAWS shall provide veterinary care at the discretion of PAWS' Director of Companion Animal Services or, in his or her absence, his or her designated representative (collectively, "Manager" or "Shelter Manager"). If agreed upon by the Shelter Manager and a licensed veterinarian, ill or injured stray animals, whether licensed or not, whose owners cannot be notified, because the animal has no identification that is traceable or the owner can not be reached by a single phone call, may be euthanized if the animal is in pain that cannot be relieved by such care as the shelter staff can reasonably provide. PAWS shall have a policy and procedure to follow to euthanize the animal and to reach the owner. When reasonably possible, PAWS shall recover costs from the owner of the animal for such veterinary treatment prior to release of the animal or euthanasia procedure.
- C. PAWS agrees to abide by and strictly follow any and all procedures of Title 6 of the Kenmore Municipal Code, as now or hereafter amended, regulating animals, particularly the provisions of Title 6 related to the duration of impoundment, before disposing of any animals. PAWS and the City agree that Title 6, as now or hereafter amended, is incorporated by reference and shall be part of this Agreement as if set forth in full herein. The City shall provide PAWS with current copies of all applicable policies, procedures, and City ordinances at least thirty (30) days prior to the effective date of any amendment affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official or a King County Animal Control Officer and then claimed by its owner during the applicable holding period, the owner will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. PAWS may choose not to release any sheltered animal to any person until PAWS is reasonably satisfied that the person has paid all applicable, shelter and other fees related to housing and caring for any animal and has evidence of the ownership of said animal.
- E. PAWS will hold unlicensed stray dogs and cats for a period of seventy two (72) hours from time of delivery, except as provided herein. Stray dogs and cats bearing a current license issued within the State of Washington or positively identified by a City official or King County Animal Control Officer or by a traceable microchip shall be held for a period of ten (10) days. PAWS shall be responsible for delivering notification to owners that their licensed dog or cat has been impounded, unless notification has already been done by a City official or an Animal Control Officer, and PAWS has been provided evidence of such notification. Such notice may be based on information provided by the City in accordance with the City's Animal Control policies and procedures. PAWS shall release animals to owners within the applicable holding period prescribed herein in accordance with the procedures outlined in Section 1.D.
- F. PAWS shall dispose of animals not claimed by an owner once the applicable holding period prescribed herein has expired, either by release for adoption, euthanasia, or transfer to another agency in accordance with applicable laws and terms of this Agreement. PAWS shall not sell any animals to research institutes or licensed dealers for research purposes. Animals held under RCW 16.52.085 will be held for fifteen (15) business days before any disposition of the animal by PAWS.

Any animal not redeemed by its owner during the prescribed holding period or which, in the opinion of a licensed veterinarian or the Shelter Manager, is suffering from serious injury or disease, may be humanely destroyed, or in the discretion of the Shelter Manager may be held for a longer period and redeemed by any person upon payment of reasonable medical and holding costs. Animals deemed dangerous by the City shall not be released to their owners without a court order.

- G. If not claimed by an owner during the applicable holding period, an animal immediately becomes the property of PAWS. Disposition of the animal is then at PAWS' discretion, provided however, that PAWS shall not dispose of an animal while any legal proceedings of which it has notice and relating to the disposition of that animal are pending or in contravention of any court order of which it has notice.
- H. PAWS reserves the right to refuse all animals other than dogs or cats, where, in PAWS' opinion, it does not have the facilities appropriate or available to accommodate the needs of such animal. PAWS further reserves the right to refuse any animal if the animal shelter is at its maximum capacity. The Manager shall have the authority to make such determinations. The Manager can decline owned animals that need to be placed on "bite quarantine" if a City official or the King County Animal Control Officer approves that the animal(s) can remain at the owner's house or be housed at another boarding facility, such as a veterinary office, at the owner's sole expense.

2. Work and Facility Inspection

The City reserves the right, upon reasonable notice, to inspect, review and approve the work and facilities of PAWS to assure that it has been completed as specified, prior to payment.

3. Representations

PAWS represents and warrants that it has the requisite training, skill and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

4. Property and Confidential Information

PAWS shall not, without the prior written consent of the City, disclose to third parties information it obtains from the City that is not otherwise subject to public disclosure, and shall only disclose in a manner consistent with Section 14 of the Contract for Consultant Services.

5. Collaboration and Promotion

The City and PAWS will collaborate to promote responsible guardianship and attempt to reduce future sheltering and animal control costs. The City will continue to support the community's movement to a safer and more humane environment by participating with PAWS as follows:

- a) The City will continue to ensure that information on lost/found pets and licensing information is presented on the City website including appropriate links to PAWS and animal control providers.
- b) The City will work with PAWS to be visible in the community through appropriate and available city events and educational information.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

1. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$175.00 for each animal brought to PAWS from the City's jurisdiction for the year 2016. For the year 2017, the \$175.00 intake fee rate will be increased by either 2.5% or the June to June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. The intake fee dollar amount will be rounded up to the nearest dollar.

For animals that are brought to PAWS by City officials or King County Animal Control Officers and released to their owners prior to the applicable holding period expiring pursuant to Section 1.E of this Scope of Work, PAWS will attempt to recover the intake fee from the animal's owner. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. This includes licensed or unlicensed stray animals found within the City limits of Kenmore and brought to PAWS by a City Official or a King County Animal Control Officer.

2. PAWS may also charge the City a per day fee of Twenty Dollars (\$20.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.E. of the Exhibit A - Scope of Services. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

3. The City will include in the City's proposed 2016 and 2017 budgets \$750, totaling \$1,500, to be allocated toward reducing or fully covering the pet owner's cost of the intake fee as established in the agreement for animals brought to PAWS by City officials or King County Animal Control Officers. PAWS will continue to attempt to recover the intake fee from the animal's owner, however, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee may be covered by funds in the Apprehension Fee Mitigation Fund. PAWS may, at its discretion and in good faith, allocate a maximum of the full cost of the intake fee considering the following requirements:

a) Funds from the Apprehensive Fee Mitigation Fund will only be allocated to offset costs of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers. PAWS may allocate a maximum of \$750 toward this cause for 2016 and 2017 each, not to exceed a total of \$1,500. The City will remit payments for a maximum of \$750 for 2016 and 2017 each.

b) Once a pet-owner has been allocated any amount of funds to offset the costs of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers, they may not receive any additional funds for this purpose for the remainder of the calendar year.

c) PAWS will submit, with each monthly bill, an invoice for any funds allocated toward offsetting intake fee for animals brought to PAAWS by City officials or King County Animal Control Officers, the animal ID number, animal name, primary breed, intake type, time and date of intake, and the owner's name and address.

4. The above mentioned payments shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.

5. Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of Exhibit A - Scope of Services. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said records shall be maintained for a period consistent with Section 8 of the Contract for Consultant Services.

6. In accord with Section 3.C of the Agreement, PAWS agrees to provide its best efforts to submit to the City an estimate of the rates/charges for the provision of services described herein by October 1st of the year the contract is set to expire. The parties acknowledge that such an estimate would enable the City sufficient time to review and confer with PAWS regarding said rates/charges prior to the end term of this Agreement.

CONTRACT FOR CONSULTANT SERVICES
Contract No. 10-C873

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Progressive Animal Welfare Society (PAWS), whose principal office is located at 15305 44th Avenue West, Lynnwood, WA ("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 \$15,000

___ 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.

A. This Agreement shall be in full force and effect for a period commencing on June 1, 2010 and ending at midnight on December 31, 2010, unless sooner terminated under the provisions of this Agreement.

B. If the maximum compensation amount of this contract is reached prior to the end of the contract term and the contract is not amended to provide for a greater maximum compensation amount, PAWS shall have no obligation for the remainder of the contract term. PAWS agrees to notify the City when it is within \$7,000 of the maximum compensation amount of this contract so that the City has the time to amend the contract if so desired.

C. By November 1, 2010, PAWS agrees to provide its best efforts to submit to the City an estimate of the 2011 rates/charges for the provision of services described herein. The parties acknowledge that such an estimate would enable the City sufficient time to review and confer with PAWS regarding said rates/charges prior to the end term of this Agreement.

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

4. Response to Public Records Requests

PAWS agrees to timely provide the City with all City-related documents and data responsive to public records requests received by the City.

5. Independent Contractor.

A. 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.

B. PAWS, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, PAWS shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing services covered by this Agreement, and PAWS shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by PAWS is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the City.

C. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PAWS or any employee of PAWS.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and hold 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.

C. Consultant specifically and expressly waives Consultant's immunity under the Washington Industrial Insurance Act, Title 51 RCW, as respects the City only to the extent necessary to provide each party with a full and complete indemnity of claims made by the other party's employees. The parties acknowledge that this waiver has been mutually negotiated by the parties.

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

2. 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.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, which sufficiently and properly reflect all costs 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. Pursuant to the retention laws required of the City, 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 sixty (60) 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. If, upon written notice from Consultant that Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

D. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) 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. In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, or any other status protected under federal or state law. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of or in benefit of any services or activities made possible by or resulting from this Agreement, on the basis of

race, color, religion, creed, sex, sexual orientation, age [except minimum age] and retirement provisions, national origin, marital status, or presence of any sensory, mental or physical disability, or any other status protected under federal or state law.

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. This provision shall not affect the ability of the Consultant to use third-party service providers, such as foster care or alternative shelter or medical care, as it deems fit.

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. Consultant shall not disclose to third parties information that it obtains from the City that is not otherwise subject to public disclosure unless:

- The information is in the public domain at the time of disclosure by PAWS;
- The information is also received by PAWS from a third party who does not have an obligation to keep the same confidential; or
- The information is subject to court order or lawfully issued subpoena.

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. 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

I:\City Clerk\Contracts\2010\10 C873

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

Annett Laico, Executive Director
PAWS
PO Box 1037
Lynnwood, WA 98046

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any dispute arising out of any alleged breach of this Agreement shall first be submitted to non-binding mediation for resolution. If the dispute is not resolved in mediation, the dispute shall be subject to mandatory and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. In the event any suit is instituted to appeal arbitration, 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.

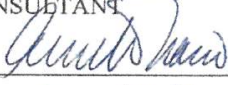
19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace 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: 
Frederick C. Stouder
Title: City Manager

Date: 6/29/10

CONSULTANT

By: 
Title: Executive Director

Date: 7/2/10

ATTEST AS TO FORM:

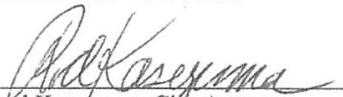

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall independently provide the following services to the City:

1. Services Provided by Consultant ("PAWS")

- A. PAWS shall furnish animal shelter services to the City. Animal shelter services shall include sheltering and holding of dogs and cats at facilities operated by PAWS, releasing animals to owners, and disposing of animals that are not claimed by owners after the period prescribed by City ordinance, in a responsible and lawful manner (including adoption or destruction).
- B. PAWS shall provide veterinary care at the discretion of PAWS' Director of Companion Animal Services or, in his or her absence, his or her designated representative (collectively, "Manager" or "Shelter Manager"). If agreed upon by the Shelter Manager and a licensed veterinarian, ill or injured stray animals, whether licensed or not, whose owners cannot be notified, because the animal has no identification that is traceable or the owner can not be reached by a single phone call, may be euthanized if the animal is in pain that cannot be relieved by such care as the shelter staff can reasonably provide. PAWS shall have a policy and procedure to follow to euthanize the animal and to reach the owner. When reasonably possible, PAWS shall recover costs from the owner of the animal for such veterinary treatment prior to release of the animal or euthanasia procedure.
- C. PAWS agrees to abide by and strictly follow any and all procedures of Title 6 of the Kenmore Municipal Code, as now or hereafter amended, regulating animals, particularly the provisions of Title 6 related to the duration of impoundment, before disposing of any animals. PAWS and the City agree that Title 6, as now or hereafter amended, is incorporated by reference and shall be part of this Agreement as if set forth in full herein. The City shall provide PAWS with current copies of all applicable policies, procedures, City ordinances, and promptly provide subsequent amendments affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official and then claimed by its owner during the applicable holding period, the owner will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. PAWS may choose not to release any sheltered animal to any person until PAWS is reasonably satisfied that the person has paid all applicable, shelter and other fees related to housing and caring for any animal and has evidence of the ownership of said animal.
- E. PAWS will hold unlicensed stray dogs and cats for a period of seventy two (72) hours from time of delivery, except as provided herein. Stray dogs and cats bearing a current license issued within the State of Washington or positively

identified by Animal Control Officers or by a traceable microchip shall be held for a period of ten (10) days. PAWS shall be responsible for delivering notification to owners that their licensed dog or cat has been impounded, unless notification has already been done by a City official or an Animal Control Officer, and PAWS has been provided evidence of such notification. Such notice may be based on information provided by the City in accordance with the City's Animal Control policies and procedures. PAWS shall release animals to owners within the applicable holding period prescribed herein in accordance with the procedures outlined in Section 1.D.

- F. PAWS shall dispose of animals not claimed by an owner once the applicable holding period prescribed herein has expired, either by release for adoption, euthanasia, or transfer to another agency in accordance with applicable laws and terms of this Agreement. PAWS shall not sell any animals to research institutes or licensed dealers for research purposes. Animals held under RCW 16.52.085 will be held for fifteen (15) business days before any disposition of the animal by PAWS.

Any animal not redeemed by its owner during the prescribed holding period or which, in the opinion of a licensed veterinarian or the Shelter Manager, is suffering from serious injury or disease, may be humanely destroyed, or in the discretion of the Shelter Manager may be held for a longer period and redeemed by any person upon payment of reasonable medical and holding costs. Animals deemed dangerous by the City shall not be released to their owners without a court order.

- G. If not claimed by an owner during the applicable holding period, an animal immediately becomes the property of PAWS. Disposition of the animal is then at PAWS' discretion, provided however, that PAWS shall not dispose of an animal while any legal proceedings of which it has notice and relating to the disposition of that animal are pending or in contravention of any court order of which it has notice.
- H. PAWS reserves the right to refuse all animals other than dogs or cats, where, in PAWS' opinion, it does not have the facilities appropriate or available to accommodate the needs of such animal. PAWS further reserves the right to refuse any animal if the animal shelter is at its maximum capacity. The Manager shall have the authority to make such determinations.

2. Work and Facility Inspection

The City reserves the right, upon reasonable notice, to inspect, review and approve the work and facilities of PAWS to assure that it has been completed as specified, prior to payment.

3. Representations

PAWS represents and warrants that it has the requisite training, skill and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

4. Property and Confidential Information

PAWS shall not, without the prior written consent of the City, disclose to third parties information it obtains from the City that is not otherwise subject to public disclosure, and shall only disclose in a manner consistent with Section 14 of the Contract for Consultant Services.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

1. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$145.00 for each animal brought to PAWS from the City's jurisdiction, not to exceed a total of \$15,000___ for 2010, provided that no fee will be charged to the City for animals that are brought to PAWS by City officials and released to their owners prior to applicable holding period expiring pursuant to Section 1.E of Exhibit A - Scope of Services. This includes licensed or unlicensed stray animals found within the City limits of Kenmore and brought to PAWS by an Animal Control Officer.
2. PAWS may also charge the City a per day fee of Twelve Dollars (\$12.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.E. of the Exhibit A - Scope of Services. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.
3. The above mentioned payment shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.
4. Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of Exhibit A - Scope of Services. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said records shall be maintained for a period consistent with Section 8 of the Contract for Consultant Services.
5. In accord with Section 3.C of the Agreement, by November 1, 2010, PAWS agrees to provide its best efforts to submit to the City an estimate of the 2011 rates/charges for the provision of services described herein. The parties acknowledge that such an estimate would enable the City sufficient time to review and confer with PAWS regarding said rates/charges prior to the end term of this Agreement.

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)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

**Contract No. 10-C873
Amendment No. 1**

The following sections of the animal sheltering services contract dated June 29, 2010, between the City of Kenmore and Progressive Animal Welfare Society (PAWS) are amended to read in its entirety as set forth (i.e. below and in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment. The City shall pay Consultant:

- X According to the rates set forth in Exhibit "B"
- X A sum not to exceed \$30,000

Section 3 Duration of Agreement.

- A. This Agreement shall be in full force and effect for a period commencing on June 1, 2010 and ending at midnight on December 31, 2012, unless sooner terminated under the provisions of the Agreement.

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

Frederick Stouder, City Manager
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

With copies to:

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

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

Annett Laico, Executive Director
PAWS
P.O. Box 1037
Lynnwood, WA 98046

Exhibit A—attached

Exhibit B—attached

DATED this 22nd day of November, 2010.

CITY OF KENMORE:

BY: Frederick C. Stouder
Frederick C. Stouder
Title: City Manager

CONSULTANT:

By: Executive Director
Title: PAWS
Address: 15305 44th Ave W
Lynnwood, WA 98087

Attest/Authenticated:

Lynn Suskin
Lynn Suskin, City Clerk

mailing address:
PO Box 1037
Lynnwood, WA 98046

Approved as to Form:

Rod Kaseguma
Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall independently provide the following services to the City:

1. Services Provided by Consultant ("PAWS")

- A. PAWS shall furnish animal shelter services to the City. Animal shelter services shall include sheltering and holding of dogs and cats at facilities operated by PAWS, releasing animals to owners, and disposing of animals that are not claimed by owners after the period prescribed by City ordinance, in a responsible and lawful manner (including adoption or destruction).
- B. PAWS shall provide veterinary care at the discretion of PAWS' Director of Companion Animal Services or, in his or her absence, his or her designated representative (collectively, "Manager" or "Shelter Manager"). If agreed upon by the Shelter Manager and a licensed veterinarian, ill or injured stray animals, whether licensed or not, whose owners cannot be notified, because the animal has no identification that is traceable or the owner can not be reached by a single phone call, may be euthanized if the animal is in pain that cannot be relieved by such care as the shelter staff can reasonably provide. PAWS shall have a policy and procedure to follow to euthanize the animal and to reach the owner. When reasonably possible, PAWS shall recover costs from the owner of the animal for such veterinary treatment prior to release of the animal or euthanasia procedure.
- C. PAWS agrees to abide by and strictly follow any and all procedures of Title 6 of the Kenmore Municipal Code, as now or hereafter amended, regulating animals, particularly the provisions of Title 6 related to the duration of impoundment, before disposing of any animals. PAWS and the City agree that Title 6, as now or hereafter amended, is incorporated by reference and shall be part of this Agreement as if set forth in full herein. The City shall provide PAWS with current copies of all applicable policies, procedures, City ordinances, and promptly provide subsequent amendments affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official or an Animal Control Officer and then claimed by its owner during the applicable holding period, the owner will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. PAWS may choose not to release any sheltered animal to any person until PAWS is reasonably satisfied that the person has paid all applicable, shelter and other fees related to housing and caring for any animal and has evidence of the ownership of said animal.
- E. PAWS will hold unlicensed stray dogs and cats for a period of seventy two (72) hours from time of delivery, except as provided herein. Stray dogs and cats bearing a current license issued within the State of Washington or positively identified by a City official or Animal Control Officer or by a traceable microchip shall be held for a period of ten (10) days. PAWS shall be responsible for delivering notification to owners that their licensed dog or cat has been impounded, unless notification has already been done by a City official or an Animal Control Officer, and PAWS has been provided evidence of such notification. Such notice may be based on information provided by the City in accordance with the City's Animal Control policies and procedures. PAWS shall release animals to owners within the applicable holding period prescribed herein in accordance with the procedures outlined in Section 1.D.
- F. PAWS shall dispose of animals not claimed by an owner once the applicable holding period prescribed herein has expired, either by release for adoption, euthanasia, or transfer to another agency in accordance with applicable laws and terms of this Agreement. PAWS shall not sell any animals to research institutes or licensed dealers for research purposes. Animals held under RCW

16.52.085 will be held for fifteen (15) business days before any disposition of the animal by PAWS.

Any animal not redeemed by its owner during the prescribed holding period or which, in the opinion of a licensed veterinarian or the Shelter Manager, is suffering from serious injury or disease, may be humanely destroyed, or in the discretion of the Shelter Manager may be held for a longer period and redeemed by any person upon payment of reasonable medical and holding costs. Animals deemed dangerous by the City shall not be released to their owners without a court order.

- G. If not claimed by an owner during the applicable holding period, an animal immediately becomes the property of PAWS. Disposition of the animal is then at PAWS' discretion, provided however, that PAWS shall not dispose of an animal while any legal proceedings of which it has notice and relating to the disposition of that animal are pending or in contravention of any court order of which it has notice.
- H. PAWS reserves the right to refuse all animals other than dogs or cats, where, in PAWS' opinion, it does not have the facilities appropriate or available to accommodate the needs of such animal. PAWS further reserves the right to refuse any animal if the animal shelter is at its maximum capacity. The Manager shall have the authority to make such determinations.

2. Work and Facility Inspection

The City reserves the right, upon reasonable notice, to inspect, review and approve the work and facilities of PAWS to assure that it has been completed as specified, prior to payment.

3. Representations

PAWS represents and warrants that it has the requisite training, skill and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

4. Property and Confidential Information

PAWS shall not, without the prior written consent of the City, disclose to third parties information it obtains from the City that is not otherwise subject to public disclosure, and shall only disclose in a manner consistent with Section 14 of the Contract for Consultant Services.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

1. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$160.00 for each animal brought to PAWS from the City's jurisdiction beginning January 1, 2011, provided that no fee will be charged to the City for animals that are brought to PAWS by City officials or Animal Control Officers and released to their owners prior to applicable holding period expiring pursuant to Section 1.E of Exhibit A - Scope of Services. This includes licensed or unlicensed stray animals found within the City limits of Kenmore and brought to PAWS by a City official or an Animal Control Officer.
2. PAWS may also charge the City a per day fee of Twelve Dollars (\$12.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.E. of the Exhibit A - Scope of Services. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.
3. The above mentioned payment shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.
4. Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of Exhibit A - Scope of Services. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said records shall be maintained for a period consistent with Section 8 of the Contract for Consultant Services.
5. In accord with Section 3.C of the Agreement, by November 1, 2010, PAWS agrees to provide its best efforts to submit to the City an estimate of the 2011 rates/charges for the provision of services described herein. The parties acknowledge that such an estimate would enable the City sufficient time to review and confer with PAWS regarding said rates/charges prior to the end term of this Agreement.

**Contract No. 10-C873
Amendment No. 2**

The following sections of the animal sheltering services contract dated June 29, 2010, between the City of Kenmore and Progressive Animal Welfare Society (PAWS) are amended to read in its entirety as set forth (i.e. below and in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 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.

Section 2. Compensation and Method of Payment. The City shall pay Consultant:

X According to the rates set forth in Exhibit "B"

Section 3 Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on June 1, 2010 and ending at midnight on December 31, 2015, unless sooner terminated under the provisions of the Agreement.

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

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

With copies to:

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

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

Annett Laico, Executive Director
PAWS
P.O. Box 1037
Lynnwood, WA 98046

Exhibit A—attached

Exhibit B—attached

DATED this 20 day of Dec, 2012

CITY OF KENMORE:

BY: [Signature]
Rob Karlinsky
Title: City Manager

CONSULTANT:

By: [Signature], PAWS
Title: Executive Director
Address: 15305 44th Ave W
Lynden WA 98087

Attest/Authenticated:

[Signature]
Patty Safran, City Clerk

Approved as to Form:

[Signature]
Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall independently provide the following services to the City:

1. Services Provided by Consultant ("PAWS")

- A. PAWS shall furnish animal shelter services to the City. Animal shelter services shall include sheltering and holding of dogs and cats at facilities operated by PAWS, releasing animals to owners, and disposing of animals that are not claimed by owners after the period prescribed by City ordinance, in a responsible and lawful manner (including adoption or destruction).
- B. PAWS shall provide veterinary care at the discretion of PAWS' Director of Companion Animal Services or, in his or her absence, his or her designated representative (collectively, "Manager" or "Shelter Manager"). If agreed upon by the Shelter Manager and a licensed veterinarian, ill or injured stray animals, whether licensed or not, whose owners cannot be notified, because the animal has no identification that is traceable or the owner can not be reached by a single phone call, may be euthanized if the animal is in pain that cannot be relieved by such care as the shelter staff can reasonably provide. PAWS shall have a policy and procedure to follow to euthanize the animal and to reach the owner. When reasonably possible, PAWS shall recover costs from the owner of the animal for such veterinary treatment prior to release of the animal or euthanasia procedure.
- C. PAWS agrees to abide by and strictly follow any and all procedures of Title 6 of the Kenmore Municipal Code, as now or hereafter amended, regulating animals, particularly the provisions of Title 6 related to the duration of impoundment, before disposing of any animals. PAWS and the City agree that Title 6, as now or hereafter amended, is incorporated by reference and shall be part of this Agreement as if set forth in full herein. The City shall provide PAWS with current copies of all applicable policies, procedures, and City ordinances at least thirty (30) days prior to the effective date of any amendment affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official or a King County Animal Control Officer and then claimed by its owner during the applicable holding period, the owner will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. PAWS may choose not to release any sheltered animal to any person until PAWS is reasonably satisfied that the person has paid all applicable, shelter and other fees related to housing and caring for any animal and has evidence of the ownership of said animal.
- E. PAWS will hold unlicensed stray dogs and cats for a period of seventy two (72) hours from time of delivery, except as provided herein. Stray dogs and cats bearing a current license issued within the State of Washington or positively identified by a City official or King County Animal Control Officer or by a traceable microchip shall be held for a period of ten (10) days. PAWS shall be responsible for delivering notification to owners that their licensed dog or cat has been impounded, unless notification has already been done by a City official or an Animal Control Officer, and PAWS has been provided evidence of such notification. Such notice may be based on information provided by the City in accordance with the City's Animal Control policies and procedures. PAWS shall release animals to owners within the applicable holding period prescribed herein in accordance with the procedures outlined in Section 1.D.
- F. PAWS shall dispose of animals not claimed by an owner once the applicable holding period prescribed herein has expired, either by release for adoption, euthanasia, or transfer to another agency in accordance with applicable laws and terms of this Agreement. PAWS shall not sell any animals to research institutes or licensed dealers for research purposes. Animals held under RCW 16.52.085 will be held for fifteen (15) business days before any disposition of the animal by PAWS.

Any animal not redeemed by its owner during the prescribed holding period or which, in the opinion of a licensed veterinarian or the Shelter Manager, is suffering from serious injury or disease, may be humanely destroyed, or in the discretion of the Shelter Manager may be held for a longer period and redeemed by any person upon payment of reasonable medical and holding costs. Animals deemed dangerous by the City shall not be released to their owners without a court order.

- G. If not claimed by an owner during the applicable holding period, an animal immediately becomes the property of PAWS. Disposition of the animal is then at PAWS' discretion, provided however, that PAWS shall not dispose of an animal while any legal proceedings of which it has notice and relating to the disposition of that animal are pending or in contravention of any court order of which it has notice.
- H. PAWS reserves the right to refuse all animals other than dogs or cats, where, in PAWS' opinion, it does not have the facilities appropriate or available to accommodate the needs of such animal. PAWS further reserves the right to refuse any animal if the animal shelter is at its maximum capacity. The Manager shall have the authority to make such determinations. The Manager can decline owned animals that need to be placed on "bite quarantine" if the King County Animal Control Officer approves the animal(s) can remain at the owner's house or be housed at another boarding facility at the owner's sole expense.

2. Work and Facility Inspection

The City reserves the right, upon reasonable notice, to inspect, review and approve the work and facilities of PAWS to assure that it has been completed as specified, prior to payment.

3. Representations

PAWS represents and warrants that it has the requisite training, skill and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

4. Property and Confidential Information

PAWS shall not, without the prior written consent of the City, disclose to third parties information it obtains from the City that is not otherwise subject to public disclosure, and shall only disclose in a manner consistent with Section 14 of the Contract for Consultant Services.

5. Collaboration and Promotion

The City and PAWS will collaborate to promote responsible guardianship and attempt to reduce future sheltering and animal control costs. The City will continue to support the community's movement to a safer and more humane environment by participating with PAWS as follows:

- a) The City will continue to ensure that information on lost/found pets and licensing information is presented on the City website including appropriate links to PAWS and animal control providers.
- b) The City will work with PAWS to be visible in the community through appropriate and available city events and educational information.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

1. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$165.00 for each animal brought to PAWS from the City's jurisdiction for the years 2013 and 2014. For the year 2015, the \$165.00 intake fee rate will be increased by either 2.5% or the June to June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. The intake fee dollar amount will be rounded up to the nearest dollar.

For animals that are brought to PAWS by City officials or King County Animal Control Officers and released to their owners prior to the applicable holding period expiring pursuant to Section 1.E of this Scope of Work, PAWS will attempt to recover the intake fee from the animal's owner. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. This includes licensed or unlicensed stray animals found within the City limits of Kenmore and brought to PAWS by a City Official or a King County Animal Control Officer.

2. PAWS may also charge the City a per day fee of Fifteen Dollars (\$15.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.E. of the Exhibit A - Scope of Services. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

3. The above mentioned payment shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.

4. Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of Exhibit A - Scope of Services. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said records shall be maintained for a period consistent with Section 8 of the Contract for Consultant Services.

5. In accord with Section 3.C of the Agreement, by November 1, 2010, PAWS agrees to provide its best efforts to submit to the City an estimate of the 2011 rates/charges for the provision of services described herein. The parties acknowledge that such an estimate would enable the City sufficient time to review and confer with PAWS regarding said rates/charges prior to the end term of this Agreement.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing, Deliberation and Action to allow "drive-through service" as a temporary use for another year located at 6532 NE Bothell Way in the Downtown Commercial zone. Proposed Council Action/Motion: Motion to allow "drive-through service" as a temporary use for another year located at 6532 NE Bothell Way in the Downtown Commercial zone.	For Council Meeting Agenda of: <u>October 23, 2017</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> <u>Initial & Date</u> <u>EH 10/9/17</u> <u>me 10/9/17</u> <u>pk</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: ✓ _____ Approved by City Manager: _____ Exhibits/Attachments: 1. Site location map
Expenditure Required \$0 Amount Budgeted \$ N/A Appropriation Required \$ N/A	
<u>INFORMATION/BACKGROUND:</u> "Drive-through services" as defined in KMC 18.20.785 are only allowed as an accessory use when meeting certain criteria in the Downtown Commercial (DC) zone. Stand alone drive-through services, such as espresso stands, are prohibited in the DC zone. However, a temporary use permit is a mechanism by which the City may permit a use otherwise not permitted in the zone that can be made compatible for periods of limited duration. A temporary use permit cannot exceed a total of 90 days unless extended by the City Council (KMC 18.100.100). Espresso Works is currently located at 6532 NE Bothell Way. Council approved the temporary use permit at this location for the first year on November 24, 2014, beginning from the first date of business opened at the new location, which was November 19, 2015. Council approved the temporary use at this location for a second year for 2016-17. The current temporary use permit will expire on November 19, 2017. In accordance with KMC 18.100.125, a temporary use permit shall demonstrate that: A) The proposed temporary use will not be materially detrimental to the public welfare; B) The proposed temporary use is compatible with existing land uses in the immediate vicinity in terms of noise and hours of operation; and C) Adequate public off-street and traffic control for the exclusive use of the proposed temporary use can be provided in a safe manner. Staff believes the espresso stand will not be detrimental to the public welfare, is generally compatible with the existing land uses on NE Bothell Way in the immediate vicinity which consist of restaurants and commercial services, and the use will provide adequate vehicle access for customers visiting the site. Development Services staff recommends the temporary use be allowed for an additional year.	
<u>FISCAL CONSIDERATION:</u> Rental income collected by the City as the property is City-owned.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Economic Development	





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing, Deliberation and Action to allow “drive-through service” as a temporary use for another year located at 6532 NE Bothell Way in the Downtown Commercial zone. Proposed Council Action/Motion: Motion to allow “drive-through service” as a temporary use for another year located at 6532 NE Bothell Way in the Downtown Commercial zone.	For Council Meeting Agenda of: <u>October 23, 2017</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> <u>Initial & Date</u> <u>EH 10/9/17</u> <u>me 10/9/17</u> <u>pk</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: ✓ _____ Approved by City Manager: _____ Exhibits/Attachments: 1. Site location map
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<u>FISCAL CONSIDERATION:</u> Rental income collected by the City as the property is City-owned.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Economic Development	





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Adopt Resolution No. 17-302
 Establishing a Federal Procurement Policy
 and Guidelines

For Council Meeting Agenda of: October 23, 2017

Department: Finance & Administration

Prepared by: Joanne Gregory/Janet Quinn

	<u>Initials & Date</u>
Approved by Department Head:	[Signature] 10-11-17
Approved by City Attorney:	[Signature]
Approved by Finance Director:	[Signature] 10-11-17
Approved by City Manager:	[Signature]

Proposed Council Action/Motion:
 Adopt Resolution No. 17-302 Establishing a
 Federal Procurement Policy and Guidelines

Exhibits/Attachments:
 Resolution No. 17-302
 Federal Procurement Policy/Guidelines

Expenditure Required \$ N/A

Amount Budgeted \$ N/A

Appropriation Required \$ N/A

INFORMATION/BACKGROUND:

During the 2016 audit, the auditors noted the City needed a written federal procurement policy and conflict of interest policy for expenditures of federal awards. This was due to new federal requirements issued December 26, 2013 known as the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule, also known as 2 CFR 200 "Uniform Guidance".

In September of 2016, in response to this new requirement, the City began work on a Council Code of Ethics and Conflict of Interest policy, which was required by auditors and adopted by Council on April 10, 2017 as a component of the City of Kenmore Council Rules and Procedures. The City also began studying and working on the federal procurement policy along with a revision to the City's overall purchasing and contracting policies. The staff deems it prudent to establish written federal procurement standards as soon as possible. These will be incorporated into the broader revised Purchasing and Contracting Policy when that project is complete.

Even though the City lacked a written policy, it should be noted that all staff involved in procurement involving federal awards (grants), primarily the Public Works Engineering staff, have complied with the new federal guidelines because they have also been incorporated into the LAG (Local Agency Guidelines) manual utilized by WSDOT.

FISCAL CONSIDERATION:

N/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. Large transportation projects are one of the few areas in which the City of Kenmore expends Federal funds from Grants.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 17-302**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, ESTABLISHING A FEDERAL
PROCUREMENT POLICY FOR THE CITY OF KENMORE.**

WHEREAS, the City of Kenmore wishes to establish a Federal Procurement Policy in alignment with Uniform Guidance Procurement Standards covered by Code of Federal Regulations 2 (CFR) 200.317 through 200.326; and

WHEREAS, Kenmore City Council has previously approved Ethics and Conflicts of Interest Policies for Councilmembers and Employees required by 2 CFR 200.318; and

WHEREAS, the guiding principles for entering into contracts with or without the use of Federal Funds are to use responsible administrative practices and sound business judgment for the wise expenditure of public funds; and

WHEREAS, the City Manager and Finance Director provide oversight over procurement and contracting procedures of the City,

WHEREAS, City of Kenmore Purchasing Policies are intended to facilitate the most efficient and cost-effective manner of procurement in compliance with applicable laws and regulations, in accordance with best practices;

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

Section 1. Policy Adopted. The City of Kenmore Federal Procurement Policy/Guidelines, attached as Exhibit A and incorporated by this reference, is approved and adopted.

Section 2. Effective Date. This Federal Procurement Policy/Guidelines Resolution shall be added to the existing City of Kenmore Purchasing and Contracting Policy and shall take effect and be in force immediately.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF OCTOBER, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

CITY OF KENMORE FEDERAL PROCUREMENT POLICY/GUIDELINES

PURPOSE

Establish and maintain internal controls that provide reasonable assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City of Kenmore will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by The Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book).

INTERNAL CONTROLS

The City of Kenmore will maintain effective internal control over the Federal award providing reasonable assurance that the City of Kenmore is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.
- Follow the process workflow included as Attachment A

CERTIFICATION

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: *"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."*

ADVANCE PAYMENTS AND REIMBURSEMENTS

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City of Kenmore whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City of Kenmore to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
- The City of Kenmore shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

ALLOWABLE COSTS

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute;

- Be necessary and reasonable for the performance of the Federal award;
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;
- Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the City of Kenmore;
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.;
- Be determined in accordance with generally accepted accounting principles (GAAP);
- Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;
- Be adequately documented.

PROCUREMENT

When procuring property and services under a Federal award, the City of Kenmore will follow 2 CFR §200.318 General procurement standards through §200.326 Contract provisions or City of Kenmore purchasing procedures whichever is more restrictive. The following table outlines procurement requirements when using Federal funds.

Procurement Method	Goods	Services
Micro-Purchase – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.	\$3,000 or less <i>Must use</i> more restrictive \$3,000 federal threshold	\$3,000 or less <i>Must use</i> more restrictive \$3,000 federal threshold

Small Purchase Procedures (Informal) – Obtain/document quotes from a reasonable number of qualified sources (at least three).	\$3,000 - \$40,000 (Single trade) \$3,000 - \$65,000 (Multi trade) \$3,000 - \$50,000 (Non-Public works projects)	\$3,000 - \$40,000 (Single trade) \$3,000 - \$65,000 (Multi trade) \$3,000 - \$50,000 (Non-Public works projects)
	Must use more restrictive: City threshold or \$150,000 Federal threshold	Must use more restrictive: City threshold or \$150,000 Federal threshold
Sealed Bids / Competitive Bids (Formal)	\$40,000 or more (Single trade) \$65,000 or more (Multi trade) \$50,000 or more (Non-Public works projects) Must use more restrictive: City threshold or \$150,000 Federal threshold	\$50,000 or more (Single trade) \$65,000 or more (Multi trade) \$50,000 or more (Non-Public works projects) Must use more restrictive: City threshold or \$150,000 Federal threshold
Competitive proposals	Used when conditions are not appropriate for the use of sealed bids. • Must publicize in City's official publication(s) a request for proposals soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to responsible firm whose proposal is most advantageous to the program	
Non-competitive proposals	Appropriate only when: • Available only from a single source; or • Public emergency; and • Expressly authorized by awarding or pass-through agency in response to written request from the City of Kenmore; or • After soliciting a number of sources, competition is deemed inadequate.	

Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such

sanctions and penalties as appropriate.

Contracts and sub-grants of amounts in excess of \$150,000 requires that the City of Kenmore will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The City of Kenmore will monitor procurements to avoid duplicative purchases. The City will also continue to enter into inter-entity agreements to realize cost savings for shared goods and services when possible.

Verify and document that vendors are not suspended or debarred from doing business with the Federal government.

SINGLE AUDIT ACT

The City of Kenmore, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501 as well as all applicable Federal and State statutes and regulations.

CLOSURE

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

CODE OF CONDUCT

PURPOSE

The purpose of the Code of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all elected officials, employees or agents of the City of Kenmore engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No elected official, employee or agent of the City of Kenmore shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The City employee, elected official, or agent; or
- Any member of their immediate family; or
- Their partner; or

- An organization which employs, or is about to employ any of the above.
- The City of Kenmore's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.

REMEDIES

To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City of Kenmore's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

Subject/Topic:
Ordinance No. 17-0442
Relating to Health and Safety, Amending
Title 8 of the KMC

For Council Meeting Agenda of: October 23, 2017

Prepared by: Debbie Blessington, Building and Code Inspector

Initial & Date

Approved by Department Head: BH 10/9/17

Approved by City Attorney: ✓ RK

Approved by Finance Director: ✓ Jmg 10/9/17

Approved by City Manager: RJK

- 1) Ordinance No. 17-0442 with Exhibit A
- 2) Exhibit B- Chapters with Tracked changes

Appropriation Required NA

This was previously presented and discussed with Council on July, 17, 2017, at a regular Council Meeting. Revisions and edits have been made based on Council direction.

Chapter 8.05, Noise;

8.05.015 & .020 – New section that adopts State noise levels in WAC 173-60.

8.05.030- New section requiring construction sites to post the construction hours. This may help with enforcing the noise hours. Construction workers, neighbors and citizens will have a better understanding of the acceptable noise hours.

8.05.040- New section allowing noise variances for special circumstances.

Chapter 8.25, Junk Vehicles;

8.25.020- Amendments to these sections allow us to enforce public nuisances visible from Lake Washington or public access easements, not considered public right-of-way.

Chapter 8.35, Public Nuisances;

8.35.010- Amendments to these sections allow us to enforce public nuisances visible from Lake Washington or public access easements, not considered public right-of-way.

Rest of Chapter - Clean-up and reorganized.

Chapter 8.40, Special Events;

8.40.015- added language that allows public agencies to apply for special event permit.

Special Event Definition – revised the language for events occurring on streets and within a park, where anything that interferes with the normal or usual use requires a special event permit; added rentals or sales on public property may be processed through a special events permit.

8.40.090 Insurance- Revised to align with our insurance company's insurance and indemnity requirements.

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0442

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON; RELATING TO HEALTH AND SAFETY,
TITLE 8 OF THE KENMORE MUNICIPAL CODE;
AMENDING NOISE CHAPTER 8.05; AMENDING JUNK
VEHICLES CHAPTER 8.25; AMENDING PUBLIC
NUISANCES CHAPTER 8.35; AND AMENDING SPECIAL
EVENTS CHAPTER 8.40.**

WHEREAS, KMC Title 8 relates to the health and safety of the public; and

WHEREAS, the City Council desires to improve health and safety throughout the City; and

WHEREAS, KMC Chapter 8.05 controls the level of noise in a manner which promotes commerce, the use, value and enjoyment of property, sleep, and repose, and the quality of the environment; and

WHEREAS, KMC Chapter 8.25 regulates junk vehicles within the City limits; and

WHEREAS, KMC Chapter 8.35 regulates public nuisances of any property within the City limits; and

WHEREAS, KMC Chapter 8.40 establishes a process for permitting special events conducted on private or public property within the City limits; and

WHEREAS, the City Council's goals are to continue to improve the effectiveness and efficiency of the City's processes; and

WHEREAS, the City Council has determined that updating the health and safety process is in the public interest;

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

Section 1. Amendment. Section 8.05.010 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 2. New Municipal Code Sections. New City of Kenmore Municipal Code Sections 8.05.015, maximum permissible environmental noise levels and 8.05.020, exemptions are hereby created as set forth in **Exhibit A**, attached hereto and incorporated by reference.

Section 3. New Municipal Code Sections. New City of Kenmore Municipal Code Sections 8.05.030, posting notice of construction hours- when required and 8.05.035, variances are hereby created as set forth in **Exhibit A**, attached hereto and incorporated by reference.

Section 4. Renumbered. Kenmore Municipal Code Sections, titled “Public nuisance and disturbance noises” and “Penalty for violation” are hereby renumbered as set forth in **Exhibit A**, attached hereto and incorporated by reference.

Section 5. Amendment. Section 8.25.020 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 6. Amendment. Section 8.25.030 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 7. Amendment. Section 8.35.010 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 8. Amendment. Section 8.35.020 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 9. Amendment. Section 8.40.015 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 10. Amendment. Section 8.40.020 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 11. Amendment. Section 8.40.025 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 12. Amendment. Section 8.40.030 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 13. Amendment. Section 8.40.055 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 14. Amendment. Section 8.40.090 of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 15. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 16. Effective Date. This ordinance shall take effect and be in force on November 1, 2017, which date is more than five (5) days after the date of publication of this Ordinance.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23rd DAY OF OCTOBER, 2017.

CITY OF KENMORE

David Baker, Mayor

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Approved as to form:

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**Chapter 8.05
NOISE**

Sections:

- 8.05.010 Declaration of policy.**
- 8.05.015 Maximum permissible environmental noise levels.**
- 8.05.020 Exemptions.**
- 8.05.025 Public nuisance and disturbance noises.**
- 8.05.030 Posting notice of construction hours – When required.**
- 8.05.035 Variances.**
- 8.05.035 Penalty for violation.**

8.05.010 Declaration of policy.

The city council finds that inadequately controlled noise adversely affects the health, safety and welfare of the people, the value of property, and the quality of the environment. It is the express intent of the City to control the level of noise in a manner which promotes commerce, the use, value and enjoyment of property, sleep and repose, and the quality of the environment.

8.05.015 Maximum permissible environmental noise levels.

No person shall cause or permit noise to intrude into the property of another person which noise exceeds the maximum permissible noise level set forth in WAC 173-60-040, which section is hereby adopted by reference.

8.05.020 Exemptions.

The exemptions to the maximum permissible environmental noise levels set forth in WAC 173-60-050 are hereby adopted by reference.

8.05.025 Public nuisance and disturbance noises.

8.05.030 Posting notice of construction hours – When required.

A sign providing notice of the limitation of construction hours contained in 8.05.25 (F) shall be posted on construction sites prior to commencement of any new development, including individual building permits. The city manager or his or her designee shall establish standards for size. Color, layout, design, wording and placement of the signs.

8.05.035 Variances.

A. Variances may be granted to any person from any requirement in KMC 8.05.025, if findings are made by the city manager or his or her designee that immediate compliance with such

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requirement cannot be achieved because of special circumstances rendering immediate compliance unreasonable in light of economic or physical factors, encroachment upon an existing noise source, or because of non-availability of feasible technology or control methods, or where a variance to this code section is reasonably anticipated to reduce or limit other disturbances to the public, such as the total length of time the disturbance must occur.

B. Any such variance, or renewal thereof, shall be granted only for the minimum time period found to be necessary under the facts and circumstances.

C. Variances shall be heard and decided in the manner set forth in KMC Chapter 19.25 for administrative interpretations of development regulations by the city manager or his or her designee. The decision of the city manager or his or her designee shall be a Type 1 action under KMC 19.25.020 for decision-making procedure.

8.05.040 Penalty for violation.

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**Chapter 8.25
JUNK VEHICLES**

8.25.020 Public nuisance.

A. The storage and retention of junk vehicles visible from a public street, right-of-way, Lake Washington, Sammamish River, or public/private ingress/egress easement, is unlawful and constitutes a public nuisance subject to removal and impoundment. Upon discovery of any such a violation, the city manager or his/her designee shall pursue enforcement actions as set forth in Chapter 1.20 KMC.

B. This section shall not apply to:

1. A junk vehicle, or part thereof, which is completely enclosed within a building in a lawful manner; or
2. A junk vehicle, or part thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer, and fenced according to the provisions of RCW 46.80.130.

8.25.030 Abatement and removal authorized.

The City may remove any abandoned, wrecked, dismantled or inoperative vehicle, automobile hulk or part thereof, after complying with the notice and hearing requirements of 1.20 KMC. The proceeds of any such a disposition shall be used to defray the costs of the abatement and removal of any such a vehicle, including costs of administration and enforcement.

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**Chapter 8.35
PUBLIC NUISANCES**

8.35.010 Unlawful public nuisances declared.

It shall be a public nuisance for any person owning, occupying, leasing or having charge or possession of any property in the City to maintain or allow to be maintained on such property where visible from a public street, right-of-way, Lake Washington, Sammamish River, or public/private ingress/egress easement, any of the following conditions:

A. Public nuisances.

1. The accumulation of weeds contained in the then-current King County Noxious Weeds List or contained within then-current Chapter 16-750 WAC, Noxious Weed List Classes A, B, C.
2. Neglected or improperly maintained landscaping, including but not limited to dead, debris-laden, weed-infested or overgrown vegetation, such as trees, shrubs, hedges, grass and ground covers, or vegetation dying as a result of physical damage, disease, insect infestation or lack of water. For purposes of this subsection, a lawn area shall be deemed overgrown if 50 percent or more of its area exceeds 12 inches in height.
3. Any vegetation that is growing rampant and unmaintained so as to provide unsightly, unsanitary and/or unsafe conditions, is destructive to other vegetation, that block public rights-of-way as described in KMC 12.70.040, that blocks the sight lines within the public rights-of-way, or that impacts or threatens to impact public utilities.
4. Except when placed there for removal for a period of less than 14 days, the exterior accumulation of broken, abandoned or discarded furniture or other household equipment or fixtures, packing boxes, lumber, junk, trash, rubbish or other materials or debris. Prohibited actions include the dumping, spillage or storage of solids or liquids, which may negatively impact the visual or olfactory nature of the area.
5. Storage or maintenance in a residential zone of any metal storage bin or container with a horizontal surface area of 120 square feet or greater (10 by 12).
6. Open storage of rubbish or junk including, but not limited to, refuse, garbage, scrap metal or lumber, concrete, asphalt, tin cans, tires and piles of earth, not including compost bins.

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7. Combustible material likely to become easily ignited or debris resulting from any fire and which constitutes a fire hazard, as defined in the fire code as adopted by the City pursuant to KMC 15.10.010.
 8. Abandoned vehicles, wrecked, dismantled or inoperative vehicles or remnant parts thereof.
 9. The exterior storage or maintenance of parts or machinery of any type or description unless specifically authorized by a City license or permit; building materials or merchandise unless specifically authorized by use permit; or construction equipment except while excavation, construction, or demolition operations covered by an active building permit or other City permit are in progress on the subject or adjoining property; provided.
 10. The exterior storage of used tires in a manner that allows accumulation of water that may create a health hazard.
- B. Unsafe structures or buildings.
1. Buildings, fences or other structures which are cracked, broken, leaning, fallen, decayed, deteriorated or defaced or in any condition that poses a life/safety hazard or attractive nuisance to children.
 2. Any condition constituting a “substandard building” as defined in the adopted codes referenced in 15.20 KMC.
- C. Vehicles, boats, trailers or other mobile equipment storage which presents potential public health, safety or fire hazards:
1. The parking or storage of any vehicle, boat, trailer, camper, motor home, or other mobile equipment, whether or not motorized, or portions or parts and components thereof, on property used or zoned for residential purposes, if:
 - a. Located on any front lawn or front yard; or
 - b. Located in any side or rear yard so as to prevent a three-foot-wide continuous fire access way from the front of the property.

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D. Right-of-Way or Public Property Encroachment. Obstruction or encroachment upon any public property, including but not limited to any public street, sidewalk, highway, right-of-way, park or building, without prior City consent. Such obstructions or encroachments include but are not limited to overgrown trees and shrubs, building materials, merchandise or other personal property and buildings or portions of buildings or structures, fences or retaining walls protruding onto public property.

E. Other Nuisances.

1. Land, as a result of grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious to the public health, safety, and welfare or to public properties or rights-of-way.
2. Maintenance of any substance which because of its quantity, concentration or physical, chemical or infectious characteristics may either cause, or substantially contribute to, an increase in mortality or serious illness or pose a significant present or potential hazard to human health or the environment if improperly managed.
3. The existence of any property condition which is unlawful or declared to be a public nuisance pursuant to any other provision of the Kenmore Municipal Code or the Revised Code of Washington (RCW) or the Washington Administrative Code (WAC). This subsection shall be construed to place an affirmative duty on property owners and occupants to maintain their property in conformity with all applicable codes. Each day that any condition which constitutes a public nuisance continues shall be deemed to be a separate violation of this chapter.

8.35.020 Definitions.

“Graffiti” means any unauthorized inscription, word, figure or design that is written, marked, etched, scratched or drawn or painted on any real or personal property regardless of its content or nature of the material used in the commission of the act.

“Junk” shall mean any castoff, damaged, discarded, obsolete, salvaged, scrapped, unusable, worn out or wrecked object, thing or material, including tires.

“Property” shall mean any real property or lot or parcel of land, including any alley, sidewalk or parkway abutting such lot or parcel of land.

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“Substandard building” shall mean any building or portion thereof that is determined to be an unsafe building in accordance with the adopted codes referenced in 15.20 KMC, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard.

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**Chapter 8.40
SPECIAL EVENTS**

8.40.015 Purpose.

It is the purpose of the city council to establish a process for permitting *special events* conducted by both the private and public sectors on private or public property that affect the ordinary use of the property, and that use City *streets*, facilities or services. It is recognized that these *special events* enhance the Kenmore lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services. By recognizing *special event venues*, it is further intended to supersede other City regulations, to provide a coordinated process for the regulation of certain activities to be conducted in conjunction with *special events*, to ensure the health and safety of patrons of *special events*, to prohibit illegal activity from occurring within *special event venues*, and to protect the rights and interests granted a *special event permit* holder as well as the City.

8.40.020 Definitions.

- A. "Applicant" means a person who files an application for a permit under this chapter and who is either the *event organizer* or authorized agent of such person.
- B. "Building" means any structure used or intended for supporting or sheltering any use or occupancy. It includes push carts or sidewalk cafes, for which the sale of *goods*, food or beverages has been authorized.
- C. "City manager" means the City of Kenmore city manager or his or her designee(s).
- D. "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- E. "Event" is a *special event*.
- F. "Event organizer" means any person who conducts, manages, promotes, organizes, aids or solicits attendance at a *special event*. Upon submittal of an application for a *special event* permit, the *event organizer* shall also mean the "*applicant*" as referenced throughout this chapter.
- G. "Expressive activity" includes conduct the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter,

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expressive activity does not include sports events, including, but not limited to, marathons, fundraising events, or events the principal purpose of which is entertainment.

H. “Goods” means goods, wares, personal property, merchandise or any other similar item which is generally sold.

I. “March” means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

J. “Rally” means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

K. “Sidewalk” means that portion of a *street*, other than the roadway, set apart by curbs, barriers, markings or other delineation for pedestrian travel.

L. “Sign” means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

M. “Special event” includes but is not limited to the following:

1. Any organized formation, parade, procession or assembly, and which may include animals, vehicles or any combination thereof, which is to assemble or travel in unison on any *street* and which does not comply with normal or usual traffic regulations or controls.
2. Any organized assemblage of persons at any public beach or public park which is to gather for a common purpose under the direction and control of a person, which interferes with normal or ordinary use of the property.
3. Any organized assemblage or gathering of 75 or more persons at any private property which does not comply with normal or ordinary use of the property.
4. Rentals or sales on publicly owned property.
5. Examples of *special events* include, but are not limited to, concerts, performances, parades, circuses, fairs, festivals, block parties, community events, demonstrations, farmer or outdoor market, mass participation sports (such as marathons and running *events*, fundraising walks, fun runs, bicycle races or tours), golf tournaments, spectator sports (such as football, basketball and baseball games) or jet-ski rentals at a public park.

N. “Special event permit” means a permit issued under this chapter.

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O. "Special event venue" means that area for which a *special event permit* has been issued.

P. "Street" means a way or place of whatever nature, publicly maintained and open to use of the public for purposes of vehicular travel. *Street* includes highway.

Q. "Vendor" means any person who sells or offers to sell any *goods*, food, or beverages within a *special event venue*.

8.40.025 Special event permit required.

A. Except as provided in this chapter, an *event organizer* of a *special event* shall obtain a *special event permit* from the *city manager*. The *city manager* reserves the right to require a *special event permit*.

B. The *city manager* is authorized to issue permits for *special events* occurring within the City limits of the City pursuant to this chapter. The *city manager* is authorized to determine the *special event venue*. The *city manager* shall set reasonable boundaries for the *special event venue*, balancing the *special event* requirements and public health, safety, and welfare. The *city manager* is authorized to coordinate the issuance of a *special event permit* with other public agencies through whose jurisdiction or property the *event* or portion thereof occurs and to issue a *special event permit* upon the concurrence of other public agencies involved.

8.40.030 Exceptions to special event permit requirement.

A. A *special event permit* is not required for any activity listed in subsection C of this section.

B. Although not required to obtain a *special event permit*, an *event organizer* of an activity exempted pursuant to subsection C of this section is required to comply with all other local, State and federal regulations applicable to the activity.

C. The following activities are exempt from the *special event permit* requirement:

1. Funeral processions by a licensed mortuary;
2. Weddings and wedding processions;
3. Lawful picketing on *sidewalks*;
4. *Special events* on private property with fewer than 75 people;
5. *Special events* that are sponsored or conducted by the City of Kenmore, and activities conducted by other governmental agency acting within the scope of its authority;

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6. A fireworks display involving an assembly of persons gathered on City public property for the primary purpose of watching such fireworks display, unless the fireworks display also involves the sale of food or alcohol at a location not exempted by subsection (C)(8) of this section;

7. *Special events* conducted entirely on private property intended for such activities that do not involve the use of or have an impact on public property or facilities and that do not require the provision of City public safety services. However, an application for a *special event* may be submitted for any *special event* conducted on private property if the *event organizer* so desires; and

8. Activities held inside a *building* or a facility intended for such activities that do not involve the use of or have an impact on public property or facilities and that do not require the provision of City public safety services.

9. Facilities rented and approved by the City through other means of reserving or contracting.

8.40.055 When application for special event permit is deemed complete.

An application for a *special event permit* is deemed completed when the *applicant* has provided all of the information required in KMC 8.40.065, including any additional information required by the *city manager*.

8.40.090 Insurance and indemnity required to conduct special event.

Indemnification / Hold Harmless

Applicant shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of *special event venue* or from any activity, work or thing done, permitted, or suffered by *applicant* in or about the *special event venue*, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

A. Insurance Term

Applicant shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the applicant and his or her guests, representatives, volunteers and employees.

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B. No Limitation

Applicant's maintenance of insurance as required by the *special events permit* shall not be construed to limit the liability of the *applicant* to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Required Insurance

Applicant's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as an additional insured on applicant's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the *applicant's* insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the *applicant's* insurance and shall not contribute with it.

D. City Full Availability of User Limits

If the *applicant* maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the *applicant*, irrespective of whether such limits maintained by the *applicant* are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the *applicant*.

E. Certificate of Insurance and Acceptability of Insurers

The *applicant* shall provide a certificate of insurance evidencing the required insurance before using the *special event venue*.

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**Chapter 8.05
NOISE**

Sections:

8.05.010 Declaration of policy.**8.05.015 Maximum permissible environmental noise levels.****8.05.020 Exemptions.****8.05.0205 Public nuisance and disturbance noises.****8.05.030 Posting notice of construction hours – When required.****8.05.035 Variances.****8.05.0305 Penalty for violation.****8.05.010 Declaration of policy.**

The city council finds that inadequately controlled noise adversely affects the health, safety and welfare of the people, the value of property, and the quality of the environment. ~~Therefore, it is hereby declared to be the policy of the City of Kenmore to minimize the exposure of citizens to the harmful physiological and psychological effects of excessive noise.~~ It is the express intent of the City to control the level of noise in a manner which promotes commerce, the use, value and enjoyment of property, sleep and repose, and the quality of the environment.

8.05.015 Maximum permissible environmental noise levels.

No person shall cause or permit noise to intrude into the property of another person which noise exceeds the maximum permissible noise level set forth in WAC 173-60-040, which section is hereby adopted by reference.

8.05.020 Exemptions.

The exemptions to the maximum permissible environmental noise levels set forth in WAC 173-60-050 are hereby adopted by reference.

8.05.0205 Public nuisance and disturbance noises.

It is unlawful for any person to cause, or for any person in possession of property to allow to originate from said property, sound that is a public nuisance. The following sources of sound are defined to be public nuisances, except to the extent that they may be specifically exempted by other provisions of this chapter:

A. Frequent, repetitive or continuous noise made by any animal which unreasonably disturbs or interferes with the peace, comfort and repose of property owners or possessors, except that such

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sounds shall be exempt when originating from lawfully operated animal shelters, kennels, pet shops and veterinary clinics;

B. Frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;

C. Frequent, repetitive or continuous noise in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property; provided, however, this subsection shall not apply to airplanes and boats;

D. Yelling, shouting, whistling or singing on or near the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;

E. Any loud and raucous noise which unreasonably interferes with the use of any residential property, school, church, hospital or convalescent facility;

F. Any sound made by the construction, excavation, repair, demolition, destruction or alteration of any building or property, or upon any building site, anytime on Sundays and holidays and outside the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday, and 9:00 a.m. through 5:00 p.m. on Saturday, excepting:

1. Highway construction; and

2. Sounds originating from residential property relating to temporary projects for the maintenance or repair of homes, grounds and appurtenances as follows:

November 1st – April 30th

Monday – Friday, 7:00 a.m. to 8:00 p.m.
Saturday and Sunday, 9:00 a.m. to 8:00 p.m.

May 1st – October 31st

Monday – Friday, 7:00 a.m. to 9:00 p.m.

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Saturday and Sunday, 9:00 a.m. to 9:00 p.m.

Nothing herein shall be construed to limit or prohibit different or more restrictive hours for any work authorized under a development permit issued by the City.

G. Frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium which unreasonably interferes with the peace, comfort and repose of owners or possessors of real property;

H. Sound from motor vehicle public address or audio systems, such as, but not limited to, tape players, radios and compact disc players, operated at a volume so as to be audible greater than 75 feet from the source;

I. Sound from audio equipment, such as, but not limited to, tape players, radios and compact disc players, operated at a volume so as to be audible greater than 75 feet from the source; and

J. The foregoing provisions shall not apply to regularly scheduled events at schools or stadiums, such as public address systems for baseball games or special events approved and permitted in accordance with Chapter 8.40 KMC.

8.05.030 Posting notice of construction hours – When required.

A sign providing notice of the limitation of construction hours contained in 8.05.25 (F) shall be posted on construction sites prior to commencement of any new development, including individual building permits. The city manager or his or her designee shall establish standards for size, color, layout, design, wording and placement of the signs.

8.05.035 Variances.

A. Variances may be granted to any person from any requirement in KMC 8.05.025, if findings are made by the city manager or his or her designee 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 upon an existing noise source, or because of non-availability of feasible technology or control methods, or where a variance to this code section is reasonably anticipated to reduce or limit other disturbances to the public, such as the total length of time the disturbance must occur.

B. Any such variance, or renewal thereof, shall be granted only for the minimum time period found to be necessary under the facts and circumstances.

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C. Variances shall be heard and decided in the manner set forth in KMC Chapter 19.25 for administrative interpretations of development regulations by the city manager or his or her designee. The decision of the city manager or his or her designee shall be a Type 1 action under KMC 19.25.020 for decision-making procedure.

8.05.0~~34~~0 Penalty for violation.

Any person who violates the provisions of this chapter shall be subject to a civil fine not to exceed \$250.00 for a first offense. For second and subsequent offenses within any 12-consecutive-month period, the person shall be subject to a civil fine not to exceed \$1,000.

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**Chapter 8.25
JUNK VEHICLES**

Sections:

- 8.25.010 Junk vehicle – Definition.**
- 8.25.020 Public nuisance.**
- 8.25.030 Abatement and removal authorized.**
- 8.25.040 Violation – Infraction – Penalty.**

8.25.010 Junk vehicle – Definition.

“Junk vehicle” means a vehicle, including boats, trailers, campers, recreational vehicles and personal watercraft, meeting any three or more of the following requirements:

- A. Is three years old or older;
- B. Is extensively damaged, including but not limited to: broken windows or windshields, or missing wheels, tires, motor or transmission;
- C. Is apparently inoperable;
- D. Is without a valid, current license plate or tabs; or
- E. Has an approximate fair market value equal to its approximate scrap value.

8.25.020 Public nuisance.

A. The storage and retention of junk vehicles visible from a public street, right-of-way, Lake Washington, Sammamish River, or public/private ingress/egress easement, on private property is unlawful and constitutes a public nuisance subject to removal and impoundment. ~~The community development director or his/her designee shall inspect and investigate complaints relating to junk vehicles, or parts thereof, on private property.~~ Upon discovery of any such a violation, the ~~community development director~~ city manager or his/her designee shall pursue enforcement actions as set forth in Chapter 1.20 KMC.

B. This section shall not apply to:

- 1. A junk vehicle, or part thereof, which is completely enclosed within a building in a lawful manner, ~~where it is not visible from the highway and/or roadway or other public or private property;~~ or

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2. A junk vehicle, or part thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer, and fenced according to the provisions of RCW 46.80.130.

8.25.030 Abatement and removal authorized.

The City may remove any abandoned, wrecked, dismantled or inoperative vehicle, automobile hulk or part thereof, after complying with the notice and hearing requirements of ~~this chapter~~ 1.20 KMC. The proceeds of any such a disposition shall be used to defray the costs of the abatement and removal of any such a vehicle, including costs of administration and enforcement.

8.25.040 Violation – Infraction – Penalty.

Any person who violates the provisions of this chapter shall be guilty of an infraction. The maximum penalty for any violation of this chapter shall be a fine of not more than \$350.00. Any such fine shall be cumulative, and not exclusive to the abatement and other remedies authorized in this chapter and otherwise by law.

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**Chapter 8.35
PUBLIC NUISANCES**

Sections:

- 8.35.010 Unlawful public nuisances declared.**
- 8.35.020 Definitions.**
- 8.35.030 Enforcement and violations.**

8.35.010 Unlawful public nuisances declared.

It shall be a public nuisance for any person owning, occupying, leasing or having charge or possession of any property in the City to maintain or allow to be maintained on such property where visible from a public street, right-of-way, Lake Washington, Sammamish River, or public/private ingress/egress easement, any of the following conditions:

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

1. The accumulation of weeds contained in the then-current King County Noxious Weeds List or contained within then-current Chapter 16-750 WAC, Noxious Weed List Classes A, B, C.
2. Neglected or improperly maintained landscaping, ~~visible from a public street, sidewalk or right-of-way,~~ including but not limited to dead, debris-laden, weed-infested or overgrown vegetation, such as trees, shrubs, hedges, grass and ground covers, or vegetation dying as a result of physical damage, disease, insect infestation or lack of water. For purposes of this subsection, a lawn area shall be deemed overgrown if 50 percent or more of its area exceeds 12 inches in height.
3. Any vegetation that is growing rampant and unmaintained so as to provide unsightly, unsanitary and/or unsafe conditions, is destructive to other vegetation, ~~or that block public rights-of-way~~ as described in KMC 12.70.040, that blocks the sight lines within the public rights-of-way, or that impacts or threatens to impact public utilities, ~~or threatens to invade neighboring properties.~~
4. Except when placed there for removal for a period of less than 14 days, the exterior accumulation of broken, abandoned or discarded furniture or other household equipment or fixtures, packing boxes, lumber, junk, trash, rubbish or other materials or debris. Prohibited

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actions include the dumping, spillage or storage of solids or liquids, which may negatively impact the visual or olfactory nature of the area.

5. Storage or maintenance in a residential zone of any metal storage bin or container with a horizontal surface area of 120 square feet or greater (10 by 12).

6. Open storage of rubbish or junk including, but not limited to, refuse, garbage, scrap metal or lumber, concrete, asphalt, tin cans, tires and piles of earth, not including compost bins.

7. Combustible material likely to become easily ignited or debris resulting from any fire and which constitutes a fire hazard, as defined in the fire code as adopted by the City pursuant to KMC 15.10.010.

8. Abandoned vehicles, wrecked, dismantled or inoperative vehicles or remnant parts thereof.

9. The exterior storage or maintenance of parts or machinery of any type or description unless specifically authorized by a City license or permit; building materials or merchandise unless specifically authorized by use permit; or construction equipment except while excavation, construction, or demolition operations covered by an active building permit or other City permit are in progress on the subject or adjoining property; provided.

10. The exterior storage of used tires in a manner that allows accumulation of water that may create a health hazard.

~~B. Outdoor storage and/or debris which serves as potential vermin habitat or represents a health or fire hazard:~~Unsafe structures or buildings.

~~1. Except when placed there for removal for a period of less than 14 days, the exterior accumulation of broken, abandoned or discarded furniture or other household equipment or fixtures, packing boxes, lumber, junk, trash, rubbish or other materials or debris, which are visible from a public street, sidewalk or right-of-way. Prohibited actions include the dumping, spillage or storage of solids or liquids, which may negatively impact the visual or olfactory nature of the area.~~

~~2. Storage or maintenance in a residential zone, visible from a public street, sidewalk or right-of-way, of any metal storage bin or container with a horizontal surface area of 120~~

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square feet or greater (10 by 12).3. Where visible from a public street, sidewalk or right-of-way, the exterior storage or maintenance of parts or machinery of any type or description unless specifically authorized by a City license or permit; building materials or merchandise unless specifically authorized by use permit; or construction equipment except while excavation, construction, or demolition operations covered by an active building permit or other City permit are in progress on the subject or adjoining property; provided, that City of Kenmore Ordinance No. 98-0041 as may be amended shall apply to situations involving abandoned, wrecked, dismantled or inoperative vehicles, or parts thereof, on private or public property, and the abatement thereof.

4. The exterior storage of any number of used tires in a manner that allows any accumulation of water or creates a fire or health hazard.

C. Unsafe Structures or Buildings.

1. Buildings, fences or other structures ~~containing "graffiti" (as defined) and which are visible from a public street, sidewalk or right-of-way, or~~ which are cracked, broken, leaning, fallen, decayed, deteriorated or defaced or in any condition that poses a life/safety hazard or attractive nuisance to children.

2. Any condition constituting a "substandard building" as defined in ~~this chapter~~the adopted codes referenced in 15.20 KMC.

~~D.~~ Vehicles, boats, trailers or other mobile equipment storage which presents potential public health, safety or fire hazards:

1. The parking or storage of any vehicle, boat, trailer, camper, motor home, or other mobile equipment, whether or not motorized, or portions or parts and components thereof, on property used or zoned for residential purposes, if:

- a. Located on any front lawn or front yard; or
- b. Located in any side or rear yard so as to prevent a three-foot-wide continuous fire access way from the front of the property.

~~E.~~ Right-of-Way or Public Property Encroachment. Obstruction or encroachment upon any public property, including but not limited to any public street, sidewalk, highway, right-of-way, park or building, without prior City consent. Such obstructions or encroachments include but are not limited to overgrown trees and shrubs, building materials, merchandise or other personal

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property and buildings or portions of buildings or structures, fences or retaining walls protruding onto public property.

~~F. Nonconforming Automobile Related Businesses. Use of property in a residential district for the purpose of performing auto repair, maintenance or detailing for profit except where such use constitutes a legal nonconforming use pursuant to the zoning ordinance of the City.~~

~~GE.~~ Other Nuisances.

1. Land, ~~the topography, geology or configuration of which, whether in natural state or~~ as a result of grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious to the public health, safety, and welfare or to ~~adjacent~~ public properties ~~or rights-of-way~~.
2. Maintenance of any substance which because of its quantity, concentration or physical, chemical or infectious characteristics may either cause, or substantially contribute to, an increase in mortality or serious illness or pose a significant present or potential hazard to human health or the environment if improperly managed.
3. The existence of any property condition which is unlawful or declared to be a public nuisance pursuant to any other provision of the Kenmore Municipal Code or the Revised Code of Washington (RCW) or the Washington Administrative Code ~~(WAC)~~. This subsection shall be construed to place an affirmative duty on property owners and occupants to maintain their property in conformity with all applicable codes. Each day that any condition which constitutes a public nuisance continues shall be deemed to be a separate violation of this chapter.

8.35.020 Definitions.

“Graffiti” means any unauthorized inscription, word, figure or design that is written, marked, etched, scratched or drawn or painted on any real or personal property regardless of its content or nature of the material used in the commission of the act.

“Junk” shall mean any castoff, damaged, discarded, obsolete, salvaged, scrapped, unusable, worn out or wrecked object, thing or material, including tires.

“Property” shall mean any real property or lot or parcel of land, including any alley, sidewalk or parkway abutting such lot or parcel of land.

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“Substandard building” shall mean any building or portion thereof that is determined to be an unsafe building in accordance with ~~Section 102 of the Building Code~~ the adopted codes referenced in 15.20 KMC, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard.

8.35.030 Enforcement and violations.

Violations of this chapter shall be processed pursuant to Chapter 1.20 KMC as now in effect, or as may be subsequently amended.

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**Chapter 8.40
SPECIAL EVENTS**

Sections:

- 8.40.010 Title.**
- 8.40.015 Purpose.**
- 8.40.020 Definitions.**
- 8.40.025 Special event permit required.**
- 8.40.030 Exceptions to special event permit requirement.**
- 8.40.035 Issuance of a special event permit does not obligate City services.**
- 8.40.040 Priority of special event permit issuance.**
- 8.40.045 Use of City seal or name prohibited.**
- 8.40.050 Time for filing application for special event permit – Time for notifying city manager of demonstration.**
- 8.40.055 When application for special event permit is deemed complete.**
- 8.40.060 Date of special event not confirmed until permit issued.**
- 8.40.065 Content of special event permit application.**
- 8.40.070 Conditions affecting the issuance of a special event permit.**
- 8.40.075 Denial of a special event permit.**
- 8.40.080 Display of special event permit required.**
- 8.40.085 Contents of special event permit.**
- 8.40.090 Insurance and indemnity required to conduct special event.**
- 8.40.095 Waiver of insurance requirements.**
- 8.40.100 Revocation of special event permit.**
- 8.40.105 Cost recovery for special events.**
- 8.40.110 Expressive activity special event.**
- 8.40.120 City manager authorized to adopt rules and regulations.**
- 8.40.125 Enforcement authority.**
- 8.40.130 Unlawful to conduct or promote attendance at special event without permit.**
- 8.40.135 Other permits and licenses.**
- 8.40.140 Unlawful to sell goods in special event venue without authorization.**
- 8.40.145 Unlawful selling of tickets to special event within special event venue.**
- 8.40.150 Unlawful to display signs in special event venue.**
- 8.40.165 Unlawful to interfere with special event or demonstration.**
- 8.40.170 Cost recovery for unlawful special event.**

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8.40.010 Title.

This chapter shall be known as the “special events ordinance.”

8.40.015 Purpose.

It is the purpose of the city council to establish a process for permitting *special events* conducted by both the private and public sectors on private or public property that affect the ordinary use of the property, and that use City *streets*, facilities or services. It is recognized that these *special events* enhance the Kenmore lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services. By recognizing *special event venues*, it is further intended to supersede other City regulations, to provide a coordinated process for the regulation of certain activities to be conducted in conjunction with *special events*, to ensure the health and safety of patrons of *special events*, to prohibit illegal activity from occurring within *special event venues*, and to protect the rights and interests granted a *special event permit* holder as well as the City.

8.40.020 Definitions.

- A. “Applicant” means a person who files an application for a permit under this chapter and who is either the *event organizer* or authorized agent of such person.
- B. “Building” means any structure used or intended for supporting or sheltering any use or occupancy. It includes push carts or sidewalk cafes, for which the sale of *goods*, food or beverages has been authorized.
- C. “City manager” means the City of Kenmore city manager or his or her designee(s).
- D. “Demonstration” means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- E. “Event” is a *special event*.
- F. “Event organizer” means any person who conducts, manages, promotes, organizes, aids or solicits attendance at a *special event*. Upon submittal of an application for a *special event* permit, the *event organizer* shall also mean the “*applicant*” as referenced throughout this chapter.
- G. “Expressive activity” includes conduct the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter,

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expressive activity does not include sports events, including, but not limited to, marathons, fundraising events, or events the principal purpose of which is entertainment.

H. "Goods" means goods, wares, personal property, merchandise or any other similar item which is generally sold.

I. "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

J. "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

K. "Sidewalk" means that portion of a *street*, other than the roadway, set apart by curbs, barriers, markings or other delineation for pedestrian travel.

L. "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

M. "Special event" ~~means any of the~~ includes but is not limited to the following:

1. Any organized formation, parade, procession or assembly ~~consisting of 75 or more persons~~, and which may include animals, vehicles or any combination thereof, which is to assemble or travel in unison on any *street* and which does not comply with normal or usual traffic regulations or controls.

2. Any organized assemblage of ~~75 or more~~ persons at any public beach or public park which is to gather for a common purpose under the direction and control of a person, which interferes with normal or ordinary use of the property.

3. Any organized assemblage or gathering of 75 or more persons at any private property which does not comply with normal or ordinary use of the property.

4. Rentals or sales on publicly owned property.

~~45.~~ Examples of *special events* include, but are not limited to, concerts, performances, parades, circuses, fairs, festivals, block parties, community events, demonstrations, farmer or outdoor market, mass participation sports (such as marathons and running *events*, fundraising walks, fun runs, bicycle races or tours), golf tournaments, ~~or~~ spectator sports (such as football, basketball and baseball games) or jet-ski rentals at a public park.

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N. "Special event permit" means a permit issued under this chapter.

O. "Special event venue" means that area for which a *special event permit* has been issued.

P. "Street" means a way or place of whatever nature, publicly maintained and open to use of the public for purposes of vehicular travel. *Street* includes highway.

Q. "Vendor" means any person who sells or offers to sell any *goods*, food, or beverages within a *special event venue*.

8.40.025 Special event permit required.

A. Except as provided in this chapter, an *event organizer* of a *special event* shall obtain a *special event permit* from the *city manager*. The city manager reserves the right to require a special event permit.

B. The *city manager* is authorized to issue permits for *special events* occurring within the City limits of the City pursuant to this chapter. The *city manager* is authorized to determine the *special event venue*. The *city manager* shall set reasonable boundaries for the *special event venue*, balancing the *special event* requirements and public health, safety, and welfare. The *city manager* is authorized to coordinate the issuance of a *special event permit* with other public agencies through whose jurisdiction or property the *event* or portion thereof occurs and to issue a *special event permit* upon the concurrence of other public agencies involved.

8.40.030 Exceptions to special event permit requirement.

A. A *special event permit* is not required for any activity listed in subsection C of this section.

B. Although not required to obtain a *special event permit*, an *event organizer* of an activity exempted pursuant to subsection C of this section is required to comply with all other local, State and federal regulations applicable to the activity.

C. The following activities are exempt from the *special event permit* requirement:

1. Funeral processions by a licensed mortuary;
2. Weddings and wedding processions;
3. Lawful picketing on *sidewalks*;
4. *Special events* on private property with fewer than 75 people;

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5. *Special events* that are sponsored or conducted by the City of Kenmore, and activities conducted by other governmental agency acting within the scope of its authority;

6. A fireworks display involving an assembly of persons gathered on City public property for the primary purpose of watching such fireworks display, unless the fireworks display also involves the sale of food or alcohol at a location not exempted by subsection (C)(8) of this section;

7. *Special events* conducted entirely on private property intended for such activities that do not involve the use of or have an impact on public property or facilities and that do not require the provision of City public safety services. However, an application for a *special event* may be submitted for any *special event* conducted on private property if the *event organizer* so desires; and

8. Activities held inside a *building* or a facility intended for such activities that do not involve the use of or have an impact on public property or facilities and that do not require the provision of City public safety services.

9. Facilities rented and approved by the City through other means of reserving or contracting.

8.40.035 Issuance of a special event permit does not obligate City services.

Issuance of a special event permit pursuant to this chapter does not obligate or require the *city manager* to provide City services, equipment or personnel in support of an *event*.

8.40.040 Priority of special event permit issuance.

Except for *events* sponsored by the City, and wherever possible, priority shall be given for the issuance of a *special event permit* to local tax-exempt nonprofit organizations operating in and providing services to the citizens of the City or county.

8.40.045 Use of City seal or name prohibited.

It is unlawful for any *event organizer* to use in the title of an *event* the words “The City of Kenmore” or “City of Kenmore,” or a facsimile of the seal of the City of Kenmore, without the prior approval of the *city manager*.

8.40.050 Time for filing application for special event permit – Time for notifying city manager of demonstration.

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A. An application for a *special event permit* shall be filed with the *city manager* not less than 60 calendar days, nor more than two years, before the time when it is proposed to conduct the *special event*. Upon good cause shown and provided that there is no significant risk or burden to the City, the city manager may, in his or her discretion, allow a later filing.

B. An application for an expressive activity special event permit shall be filed with the city manager no less than seven calendar days before the time when it is proposed to conduct the expressive activity special event. Upon good cause shown and provided that no risk or burden to the City ensues, the city manager may, in his or her discretion, allow a later filing.

8.40.055 When application for special event permit is deemed complete.

An application for a *special event permit* is deemed completed when the *applicant* has provided all of the information required in KMC [8.40.065](#), including any additional information required by the *city manager*. ~~and the application has been approved by any City department designated by the city manager.~~

8.40.060 Date of special event not confirmed until permit issued.

Notwithstanding the *city manager*'s acceptance of a completed application, no date shall be considered confirmed until a *special event permit* is issued.

8.40.065 Content of special event permit application.

Applications for a *special event permit* may include the following:

- A. An application form provided by the department and completed by the *applicant* that includes, at minimum, the name, address, email, and telephone number of the *applicant*; and
- B. An application fee pursuant to the City's current fee schedule.

8.40.070 Conditions affecting the issuance of a special event permit.

A. The *city manager* may issue a *special event permit* when all of the conditions listed in subsections (A)(1) through (10) of this section are met.

- 1. The *event* will not substantially interrupt the safe and orderly movement of aerial or marine navigation.
- 2. The *event* will not substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route.

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3. The *event* will not cause an unresolvable conflict with construction or development in the public right-of-way or at a public facility.

4. The *event* will not block traffic lanes or close *streets* during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on State Route 522 or any *streets* designated as “principal arterials.”

5. The *event* will not require the diversion of a great number of police employees from their normal duties, thereby preventing reasonable police protection to the remainder of the City.

6. The concentration of persons, animals or vehicles will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the *streets*.

7. The *event* will move from its assembly location to its disbanding location expeditiously and without stopping en route.

8. The *event* will not substantially interfere with any other *special event* for which a permit has already been granted or with the provision of City services in support of other scheduled *events* or unscheduled governmental functions such as visits of chiefs of state.

9. The *event* will not have unmitigatable adverse impact upon residential or business access and traffic circulation in the same general venue.

10. If the *event* is a marathon, it will not occur within 30 calendar days of another marathon.

B. To make the determination under subsection A of this section, the *city manager* shall consider pedestrian and traffic circulation, traffic volume and population density.

C. In order to ensure that the conditions in subsection A of this section are met, the *city manager* may place conditions on the *special event permit*.

8.40.075 Denial of a special event permit.

A. The *city manager* may deny a *special event permit* if the *city manager* determines that the *applicant* has not:

1. Provided a sufficient number of traffic controllers trained, certified and appointed pursuant to the City’s road standards;
2. Provided sufficient monitors for crowd control and safety;

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3. Provided sufficient safety, health or sanitation equipment, services or facilities that are reasonably necessary to ensure that the *event* will be conducted with due regard for safety;
 4. Provided sufficient off-site parking or shuttle service, or both, when required to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the *event*; or
 5. Met all of the requirements for submitting an application for a *special event permit*.
- B. The *city manager* may deny a *special event permit* if the *city manager* determines that:
1. The *event* will create the imminent possibility of violent disorderly conduct likely to endanger public safety or to result in significant property damage;
 2. The *event* will violate public health or safety laws;
 3. The *event* fails to conform to the requirements of law or duly established City ordinance;
 4. The *applicant* demonstrates an inability or unwillingness to conduct an *event* pursuant to the terms and conditions of this chapter;
 5. The *applicant* has failed to conduct a previously authorized or exempted *special event* in accordance with law or the terms of a permit, or both;
 6. The *event* will require the exclusive use of beach or park areas during any period from Memorial Day through Labor Day in a manner which will adversely impact upon the reasonable use or access to those areas by the general public;
 7. The *applicant* has not obtained the approval of any other public agency within whose jurisdiction the *special event* or portion thereof will occur;
 8. The *applicant* has failed to provide an adequate first aid or emergency medical services plan based on *event* risk factors; or
 9. The *applicant* has failed to comply with any term of this chapter, or with any condition of a *special event permit* previously issued to the *applicant*.
- C. If the *city manager* denies the application for the *special event permit* pursuant to this section, he or she shall notify the *applicant* in writing as soon as is reasonably practical. The *city manager's* decision shall be final.

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8.40.080 Display of special event permit required.

A copy of the *special event permit* shall be displayed in the *special event venue* in the method prescribed by the *city manager* applicable to the particular *event* and shall be exhibited upon demand of any City official.

8.40.085 Contents of special event permit.

A. A *special event permit* shall contain the following information or conditions:

1. The location of the *special event venue*, which may be identified by a map attached to the *special event permit*;
2. The date, assembly area, time for assembly and starting time of the *special event*;
3. The specific route plan to the *special event*;
4. The minimum and maximum speeds of the *special event*;
5. The number of persons, number and types of animals, vehicles and bands, other musical units and equipment capable of producing sound, if any, and limitations thereon pertaining to noise mitigation;
6. The maximum interval of space to be maintained between booths or other structures to be used for the *special event*;
7. The portion of the *street and sidewalk* that is to be occupied by the *event* and the location of reviewing or audience stands, if any;
8. The number and location of traffic controllers, monitors, other support personnel and equipment and barricades to be furnished by the *special event organizer*;
9. The area and time for disbanding;
10. Conditions or restrictions on the use of alcoholic beverages and authorization for and conditions of the exclusive control or regulation of *vendors* and related sales activity by the *event organizer* during the *special event*;
11. Provisions for any required emergency medical services; and
12. Such other information and conditions as are reasonably necessary for the conduct of the *special event* and the enforcement of this chapter, including the requirement for the on-site

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presence of the *event organizer* or its designated representative for all *event* coordination and management purposes.

B. As a condition of the issuance of a *special event permit*, the *applicant* shall be required to make adequate provisions for cleaning up the area or route of the *event* both during and upon completion of the *event* and to return the area or route to the same condition of material preservation and cleanliness as existed prior to the *event*.

8.40.090 Insurance and indemnity required to conduct special event.

~~A. The *event organizer* of a *special event* must possess or obtain comprehensive general liability insurance to protect the City against loss from liability imposed by law for damages on account of bodily injury and property damage arising from the *event*. Such insurance shall name the City of Kenmore, its officers, employees, and agents and, as required, any other public entity involved in the *event* as additional insured. Insurance coverage must be maintained for the duration of the *event*. Notice of cancellation shall be provided immediately to the City.~~

~~B. Except as provided in subsection C of this section, comprehensive general liability insurance coverage required by subsection A of this section shall be in a combined single limit of at least \$1,000,000.~~

~~C. If the *special event* is of a demonstrated high or low risk category, according to recognized insurance and risk management standards, the *city manager* may authorize a greater or lesser amount of coverage than required by subsections A and B of this section, or may require a particular type of insurance coverage different from that specified in subsections A and B of this section.~~

~~D. The insurance required by subsection A of this section shall encompass all liability insurance requirements imposed for other permits required under other sections of this code and is to be provided for the benefit of the City and not as a duty, express or implied, to provide insurance protection for spectators or participants.~~

~~E. The *event organizer's* current effective insurance policy, or copy, along with necessary endorsements, shall be filed with the *city manager* at least 30 calendar days before the *event*, unless the *city manager* for good cause modifies the filing requirements.~~

~~F. As a condition to the issuance of any *special event permit*, the *applicant* shall agree to defend, indemnify and hold harmless the City, its officers, employees and agents for any and all suits,~~

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~~claims or liabilities caused by, or arising out of, any use authorized by such permit, in a form approved by the city attorney.~~ Indemnification / Hold Harmless

Applicant shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of *special event venue* or from any activity, work or thing done, permitted, or suffered by *applicant* in or about the *special event venue*, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

A. Insurance Term

Applicant shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the applicant and his or her guests, representatives, volunteers and employees.

B. No Limitation

Applicant's maintenance of insurance as required by the *special events permit* shall not be construed to limit the liability of the *applicant* to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Required Insurance

Applicant's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as an additional insured on applicant's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the *applicant's* insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the *applicant's* insurance and shall not contribute with it.

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D. City Full Availability of User Limits

If the *applicant* maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the *applicant*, irrespective of whether such limits maintained by the *applicant* are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the *applicant*.

E. Certificate of Insurance and Acceptability of Insurers

The *applicant* shall provide a certificate of insurance evidencing the required insurance before using the *special event venue*.

8.40.095 Waiver of insurance requirements.

A. Except for *special events* where the sale of alcoholic beverages is authorized or where a traffic control plan is required, the insurance requirements of KMC [8.40.090](#) may be waived by the *city manager*.

B. Even though insurance is waived, the *city manager* may require the *event organizer* of a *special event* to defend, indemnify and hold harmless the City from any claim or liability arising from the *event* in conformance with KMC [8.40.090\(F\)](#).

8.40.100 Revocation of special event permit.

A. Any *special event permit* issued pursuant to this chapter is subject to revocation pursuant to this section.

B. A *special event permit* may be revoked if the *city manager* determines:

1. That the *event* cannot be conducted without violating the standards or conditions for *special event permit* issuance;
2. The *event* is being conducted in violation of any condition of the *special event permit*;
3. The *event* poses a threat to health or safety;
4. The *event organizer* or any person associated with the *event* has failed to obtain any other permit required pursuant to this code; or
5. The *special event permit* was issued in error or contrary to law.

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C. Except as provided in subsection D of this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

D. If there is an emergency requiring immediate revocation of a *special event permit*, the *city manager* may notify the permit holder verbally of the revocation.

8.40.105 Cost recovery for special events.

A. Upon approval of an application for a permit for a *special event* not protected under the First and Fourteenth Amendments of the U.S. Constitution, the city manager should provide the *applicant* with a statement of the estimated cost of City services and of equipment, materials and permit fees. Except as otherwise provided in this chapter, or when funded or waived by the City, the *city manager* shall charge for the actual and indirect cost (including allocated salary, benefit and overhead costs associated with the position) for:

1. City personnel involvement in *event* traffic control, fire safety or other facility or *event* support; and
2. The use of City equipment and other nonpersonnel expense.

B. The *city manager* shall require payment of fees required pursuant to subsection A of this section, or a reasonable estimate thereof, at the time the completed application is approved, unless the *city manager* for good cause extends time for payment.

C. If the *event organizer* fails to comply with KMC [8.40.085](#)(B), the *event organizer* will be billed for actual City costs for clean-up and repair of the area or route occasioned by the *event*. If the *event organizer* failed to comply with KMC [8.40.085](#)(B) under a previously issued *special event permit*, the *city manager* may require the *event organizer* to deposit adequate surety in the form of cash or bond.

8.40.110 Expressive activity special event.

A. When a *special event permit* is sought for an *expressive activity* such as a *demonstration*, *rally*, or *march* as defined in this chapter, the following exceptions shall apply:

1. Where the *special event* will not require temporary street closures, cost recovery, pursuant to KMC [8.40.105](#), shall be limited solely to a fee based on the cost of processing the permit application.
2. The insurance requirement of KMC [8.40.090](#) shall be waived; provided, that the *event organizer* has filed with the application a verified statement that he or she intends the *special*

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event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

3. Where the *special event* will require temporary street closures and any one or more of the conditions of subsection (A)(4) of this section are met requiring the City to provide services in the interests of public health, safety, and welfare, the *city manager* may condition the issuance of the *special event permit* upon payment of actual, direct costs incurred by the City to a maximum of \$500.00. Any fee schedule adopted by the City shall contain a provision for waiver of, or a sliding scale for payment of, fees for City services, including police costs, on the basis of ability to pay.

4. The *city manager* may deny a *special event permit* for a *demonstration, rally or march* if:

- a. The *special event* will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;
- b. The *special event* will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;
- c. The *special event* will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the City's public works department;
- d. The *special event* will require the diversion of police employees from their normal duties;
- e. The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;
- f. The *special event* will substantially interfere with another *special event* for which a permit has already been granted or with the provision of City services in support of other scheduled *special events*; or
- g. The *special event* will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

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B. With regard to the permitting of *expressive activity special events* where the provisions in this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail.

C. KMC [8.40.070](#) and [8.40.075](#) shall not apply to *expressive activity* special events.

8.40.120 City manager authorized to adopt rules and regulations.

The *city manager* is authorized to promulgate additional rules and regulations that are consistent with and that further the terms and requirements set forth within this chapter and the provisions of law that pertain to the conduct and operation of a *special event*.

8.40.125 Enforcement authority.

The *city manager* is authorized to administer and enforce the provisions of this chapter. The *city manager* and his or her designated code enforcement officer may exercise any enforcement powers as set forth in Chapter [1.20](#) KMC.

8.40.130 Unlawful to conduct or promote attendance at special event without permit.

A. It is unlawful to conduct a *special event* without a *special event permit* as required pursuant to this chapter.

B. It is unlawful for any person to conduct, promote or manage any *special event* for which a *special event permit* has not been issued.

8.40.135 Other permits and licenses.

A. The issuance of a *special event permit* does not relieve any person from the obligation to obtain any other permit or license required pursuant to this code.

B. The issuance of any other permit or license issued pursuant to this code does not relieve any person from the obligation to obtain a *special event permit* pursuant to this chapter.

8.40.140 Unlawful to sell goods in special event venue without authorization.

It is unlawful for any person to sell, resell, or offer to sell or resell any goods, food or beverages in a *special event venue*, except:

A. From any *building*; or

B. From any tent, booth or temporary structure expressly authorized pursuant to a *special event permit*; or

EXHIBIT B

C. As authorized pursuant to a conditional use permit pursuant to the City of Kenmore zoning code.

8.40.145 Unlawful selling of tickets to special event within special event venue.

It is unlawful for any person to sell for profit, or offer to sell for profit, any ticket of admission to a *special event* within a *special event venue*, except:

A. From any ticket office, booth, or other similar place established and maintained for the purpose of selling tickets; and

B. With the express authorization of the *city manager* pursuant to a *special event permit*.

8.40.150 Unlawful to display signs in special event venue.

It is unlawful for any person to place, post, paint, erect, display, secure, or maintain any *sign* or advertising in violation of those provisions of Chapter [18.42](#) KMC, regulating *signs* and advertising displays, except with the express authorization of the *city manager* pursuant to a *special event permit*.

8.40.165 Unlawful to interfere with special event or demonstration.

It is unlawful for any person to obstruct, impede or interfere with any authorized assembly, person, vehicle or animal participating in an *event* for which a *special event permit* has been issued.

8.40.170 Cost recovery for unlawful special event.

Whenever a *special event* is conducted without a *special event permit* when one is required, or an *event* is conducted in violation of the terms of an issued *special event permit*, the *event organizer* shall be responsible for, and the *city manager* shall charge the *event organizer* for, all City costs incurred for personnel and equipment for a public safety response caused or necessitated by the adverse impacts of the *event*, or the violation of the *special event permit*, upon public safety.



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

Subject/Topic: Adopt 2018 Fee Schedule; Resolution No. 17-301 Proposed Council Action/Motion: Approve Resolution No. 17-301 the City of Kenmore, Washington, Adopting the City of Kenmore's 2018 Fee Schedule	For Council Meeting Agenda of: <u>October 23, 2017</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> <table style="width: 100%;"> <tr> <th style="text-align: left; width: 80%;"></th> <th style="text-align: left; width: 20%;"><u>Initial & Date</u></th> </tr> <tr> <td>Approved by Department Head:</td> <td>_____</td> </tr> <tr> <td>Approved by City Attorney:</td> <td>_____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td>_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td>_____</td> </tr> </table> Exhibits/Attachments: 1. Resolution No. 17-301 with the 2018 Fee Schedule (Exhibit A) 2. Exhibit B, 2017 Fee Schedule with tracked changes 3. Exhibit C, FCS Group's, May 2017, Development Services Fee Study		<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	_____
	<u>Initial & Date</u>										
Approved by Department Head:	_____										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	_____										
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Expenditure Required \$ NA</td> <td style="width: 33%; border: none;">Amount Budgeted \$ NA</td> <td style="width: 33%; border: none;">Appropriation Required \$ NA</td> </tr> </table>		Expenditure Required \$ NA	Amount Budgeted \$ NA	Appropriation Required \$ NA							
Expenditure Required \$ NA	Amount Budgeted \$ NA	Appropriation Required \$ NA									
<u>INFORMATION/BACKGROUND:</u> Annually the City of Kenmore's fee schedule is reviewed and updated as provided for in Ordinance 02-0139. The fees and fee structures have generally not changed or been studied since the City incorporated in 1998. In 2016 and 2017, Development Services conducted a fee study on the planning and building fees. The review of the different fees also presented the City with an opportunity to evaluate the fees and fee structures to determine if they were still applicable. The study evaluated both the entire fee category and individual fee services in each category based on 2015 projects. Individual fee services apply for a specific service, such as a water heater replacement. New project's fall into the entire fee category method, such as valuations or flat fees. Revenues for building services were high in 2015, mainly, if not entirely, because of a couple large projects including MainStreet's projects. The cost recovery for individual fee services are all over the board, ranging from single digits to over 100%. Typical cost recoveries range from 80%-100% for building and 50%-100% for planning. Planning is usually lower, or less than 100% because land-use activities tend to have a mix of public and private benefits that might be supported by a combination of fees and General Fund. The City Staff is proposing the following revisions and additions to the 2018 Fee Schedule: #1. To increase the Development Services fees by the Consumer Price Index (CPI), 3%, including impact fees; #2. Set the cost recovery for Building Services to 90%; #3. Set the cost recovery for Planning Services to 80%; and #4. Delete fees and fee structures that are not applicable.											



FISCAL CONSIDERATION:

The proposed annual review and adjustments to the City's fee schedule are needed to ensure the City is recovering costs necessary with performing associated services.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Economic development and to continue to improve City services and processes.

CITY OF KENMORE
WASHINGTON

RESOLUTION NO. 17-301

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, REVISING THE CITY FEE SCHEDULE
AND ADOPTING THE 2018 FEE SCHEDULE.**

WHEREAS, for the convenience of Kenmore residents and other city customers, the City Council has adopted all City fees by resolution; and

WHEREAS, the City reviews all fees annually and makes adjustments to them as necessary and appropriate; and

WHEREAS, the City Council desires to adopt a revised fee schedule as set forth in this resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE to adopt the "City of Kenmore, Washington 2018 Fee Schedule", attached as "Exhibit A" to this resolution, which shall be effective on January 1, 2018.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23rd DAY OF OCTOBER 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

City of Kenmore, Washington 2018 Fee Schedule



City of Kenmore, Washington - 2018 Fee Schedule

EXHIBIT A

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1. BUSINESS REGISTRATION AND LICENCES

Business Registration	2018 Fee
General Business - New Application for a new business	\$10
General Business Renewal	\$10
Home Occupation - New Application for a new business	\$10
Home Occupation Renewal	\$10
The business registration program is managed through Washington State Department of Revenue (DOR). The City registration fee is in addition to the DOR administration fee, which is currently \$19 for new applications and \$11 for renewals.	

Regulatory Business Licenses	2018 Fee
Adult Entertainment	
Device	\$50 each
Operator	\$500/year
Premises	\$200/year
Panoram Manager License	\$50/year
Adult Cabaret	
Operator	\$500/year
Cabaret Manager License	\$50/year
Cabaret Entertainer License	\$50/year
Adult Retail Business License	\$500/year
Heavy Manufacturing Business	\$200/year
Live Entertainment: music (other than mechanical); boxing or wrestling; pool halls; and bowling alleys.	\$200/year \$100/six months \$50/day
Junk Shop License	\$300/year
Junk Wagon License	\$40/year
Marijuana Business License	\$500/year
Massage Business and Public Bathhouse	\$150/year
Massage Practitioner	\$50/year
Theaters	\$100/each screen
Pawnbroker	\$500/year
Peddler/Solicitor	No fee
Secondhand dealer	\$40/year
Renewal of License, registration or permit late penalty	10% of required fee
Transferability of license of permit	\$25

2. CODE ENFORCEMENT

Code Enforcement	2018 Fee
Inspection/Posting	\$50
Re-inspection	\$50
Abatement	Actual City costs
Abatement Hearing	\$360
Hearing Officer	\$215/hour
Notice of Violation Appeal Hearing	\$125
Removal of Declaration	\$20
Violation of a stop work order	\$500

City of Kenmore, Washington - 2018 Fee Schedule

EXHIBIT A

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Housing Code Enforcement		2018 Fee
	Inspection/Posting	\$255/hour
	Re-Inspection plus Notice and Order	\$510
	Hourly Rate	\$255
	Appeal Fee	\$125 each
	Closing Fee	\$255
	Contract Abatement Fee	15% of the contract
	Late Fee	25% of amount due
	Hearing Officer	\$215/hour

The following fees apply to all enforcement actions:		2018 Fee
	Inspection Warrant	\$350/each
Attorney Fees	Rate per hour to be determined as established by the City Attorney contract for legal services	
Paralegal Services		\$60/hour
Notary Services		\$10
Abatement		Actual cost of labor

3. COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS

Type	2018 Fee
Prescreening/threshold review fee	\$200
Annual amendment cycle fee (applicants whose amendment proposals are approved for consideration by the City Council)	\$400

4. DEVELOPMENT SERVICES

General Fees	2018 Fee
Development Review Technology Fee Applies to all fees listed in Section 4. Exception: Items marked with an asterisk "*" are exempt from the technology fee	5%
Hourly Rate	\$106
Additional excessive reviews and inspection fees Applies to all development permits; additional plan review or inspections required by changes, additions or revisions to the plans or excess reviews of re-submittals will be billed at an hourly rate.	Hourly
Hourly fees throughout this section may be billed in ½ hour intervals	

Development Agreement	2018 Fee
Threshold review with City Council	\$200*
Development Agreement requested by the applicant (proposal is approved for consideration by the City Council)	\$5,000 + City Attorney fees
Development Agreement requested by the City	No Fee

Pre-Application	2018 Fee
Pre-application review fee	No Fee

City of Kenmore, Washington - 2018 Fee Schedule

EXHIBIT A

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Zoning and Land Use	2018 Fee
Site plan application fee (Land-use permit associated to KMC 18.105)	
Up to \$100,000 project value	\$824
\$100,001 - \$1,000,000 project value	\$2,629
> \$1,000,000 project value	\$2,629 plus \$902 for each \$1M or portion thereof
Construction permit site plan review	\$102
Landscape and tree management plan review	
Initial plan review based on site area	
0 – 1 site acre	\$459
> 1 – 2 site acres	\$832
> 2 site acres	\$832 plus \$161 for each acre or portion thereof
Each plan revision review	\$321
Request for modification requiring public notice	\$120
Landscape and tree management inspections	
Landscape installation inspection	\$235
Landscape maintenance bond release inspection	\$186
Request for site specific rezone	\$2,436
Conditional use permits (CUP) and special use permits (SUP)	
Administrative CUP	\$1,788
SUP with public hearing	\$2,298
Daycare with 24 children or less	\$1,318
Request for time extension	\$83
Variances (including variances from KMC 18.55)	
Application review	\$1,307
Request for time extension	\$83
Boundary line adjustment	\$588
Communications facility application fee	\$1,401
Conditional Use permit (CUP)	\$3,873
Minor Adjustment	\$2,527
Major Adjustment	\$8,795
Accessory dwelling unit	\$411
Change of use (zoning only)	\$986
Land use inspections	\$Hourly
Reasonable use exception	\$1,275
Public agency and utility exception	\$1,275
Zoning letter inquiry/request	\$171
Legal lot status request	\$385
Design review	Hourly
Temporary Use Permit	\$684
Public notice mailing fee	Actual cost of supplies and postage
Subdivision – Preliminary Application Review	
Preliminary short subdivisions (9 lots or less)	
Base fee	\$436
Plus per lot	\$885

City of Kenmore, Washington - 2018 Fee Schedule

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Revision to approved preliminary	Hourly
Short subdivision alteration	Hourly
Request for time extension	\$83
Preliminary subdivisions (10 lots or more)	
Base fee	1,311
Plus per lot	1,072
Major revision requiring new public hearing	\$2,428
Minor revisions submitted after preliminary approval (not necessitating additional hearings)	\$726
Request for time extension	\$83
Subdivision alterations or subdivision vacations	
With public hearing	\$3,054
Without public hearing	\$1,483
Binding site plan	
Building permit, as-built or site plan review based plan	\$2,338
Conceptual plan	\$2,256
Revision to a preliminary approved plan	\$1,051
Revision to a final binding site plan	\$1,168

Shoreline Management Permit	2018 Fee
Substantial development permit	
Total cost of proposed development:	
Up to \$100,000	\$1,692
Over \$100,000	Hourly
Single family joint-use dock	\$1,688
Shoreline conditional use permit	\$2,153
Shoreline variance	
Up to \$100,000 project value	2,153
>\$100,000 project value	Hourly
Shoreline re-designation	\$14,597
Shoreline review of other permits or approvals for conditions	\$321
Shoreline exemption	\$817
Supplemental fees	
Request for a time extension	\$83
Shoreline permit revision	Hourly
Surcharge when public hearing required	\$674
Permit compliance inspections	Hourly

Special Reviews	2018 Fee
State Environmental Policy Act (SEPA) review	
Environmental checklist (Projects)	
Base fee	\$1,492
After six hours	Hourly
All fixed and contract costs	Actual Cost
Environmental checklist (Non-Projects)	Hourly
Draft Environmental Impact Statement (DEIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing,	

City of Kenmore, Washington - 2018 Fee Schedule

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editing, publishing, mailing, distributing and contract administration:	
Deposit – a percentage of total estimated cost	33%
All fixed and contract costs	Actual cost
Staff preparation and review cost	Hourly
Critical areas review	
Applicants will be eligible for a refund of the portion of the base fee that is less than the city's costs (including consultants, public notice (as necessary) and other associated expenses).	
Review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments and right-of-way use permits:	
Site review base fee	\$1,291
Plus, per hour	Hourly
Review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits and unclassified use permits:	
Site review base fee	\$1,291
Plus, per hour	Hourly
Flood plain determination – certificate of elevation	\$383
Plus, per hour	Hourly
Review of mitigation plan compliance, per hour	Hourly
Critical areas inspection	Hourly
Inspection and monitoring, per hour	Hourly
Appeals	
Appeals to the hearing examiner from decisions of the City	\$2,951*
Departmental review of non-departmental permits	\$Hourly
Review and monitoring of master drainage plans, per hour	\$Hourly

Engineering: General Permitting & Inspections	2018 Fee
Parking review	
New or additional spaces	
First 0-25 spaces	\$24/each space
Next 26-50	\$22/each space
Next 51-75	\$18/each space
Next 76-150	\$18/each space
Anything above 150	\$12/each space
Minimum fee	\$308
Tree removal	\$76
Single-family drainage review	
Base fee	\$248
Addition/rebuild drainage	\$305
New non-plat SFR drainage	\$703
Commercial/Multi-family drainage plan review	
Base fee	\$593
Total distributed area	
0 – .50 site acre	\$1,165
.51 – 1 site acre	\$1,607

City of Kenmore, Washington - 2018 Fee Schedule

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1.1 – 2 site acres	\$2,936
2.1 – 5 site acres	\$6,445
5.1 – 10 site acres	\$7,764
More than 10 acres	\$8,643
Traffic impact analysis review	
Level 1 (10 P.M. peak hour trips or less)	\$351
Level 2 (11-75 P.M. peak hour trips)	\$833
Level 3 (Over 75 P.M. peak hour trips)	\$1,667
Road standards/drainage standards variance	\$208
Wet season grading variance	Hourly
Grading permits for small projects that do not exceed 500 cubic yards (volume and disturbed area) and that do not require engineered drawings as determined by the director.	\$312
Large Project Grading permits	
Disturbed Area	Base fee + Per acre
Up to 1 acre	\$183 + \$819.40
> 1 acre	\$397 + \$614.30
Grading plan revision	
	Hourly
Grading permit operation monitoring (inspection fee when not associated to a Bond Quantity Worksheet)	
The operation monitoring fee shall be calculated by adding the applicable amount from the Annual Volume Table (below) to an amount equal to \$215 per acre disturbed and not rehabilitated during the monitoring period, to a maximum of \$10,000.	
Annual Volume Table	
Volume deposited or removed	Base fee Per 100 cubic yards
0 to 3,000 cubic yards	\$0 + \$102.20
>3,000 to 10,000 cubic yards	\$2,655 + \$17.20
>10,000 to 20,000 cubic yards	\$3,915 + \$5.10
>20,000 to 40,000 cubic yards	\$4,457 + \$2.50
>40,001 cubic yards	\$4,873 + \$1.50
Reclamation bond release inspection	\$266
Re-inspection of non-bonded actions	\$234
Construction inspections (when associated to a Bond Quantity Worksheet)	
Bond quantities worksheet amount (line T)	Initial fee + additional fee based on bond
\$0 – \$30,000	\$221 + \$119 / \$1,000 bond
>\$30,000 – 120,000	\$2,346 + \$51 / \$1,000 bond
>\$120,000	\$6,970 + \$14 / \$1,000 bond
Addition inspection after 1 year	Hourly
Maintenance bond inspections	
Bond quantities worksheet amount (line T)	Initial fee + additional fee based on bond
\$0 – \$30,000	\$480 + \$15.30 / \$1,000 bond
>\$30,000 – 120,000	\$801 + \$5 / \$1,000 bond
>\$120,000	\$1,214 + \$1.70 / \$1,000 bond

City of Kenmore, Washington - 2018 Fee Schedule

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Engineering: Subdivision Plan Review and Inspections		2018 Fee
Short subdivision engineering plan review		
Short subdivision 4 lots or less		
Base fee		\$2,173
Plus per lot		\$217
Short subdivision 5 to 9 lots		
Base fee		\$4,320
Plus per lot		\$217
Additional review in excess of initial fees		Hourly
Subdivision engineering plan review		
Subdivision 30 lots or less		
Base fee		\$6,465
Plus per lot		\$35
Subdivision 31 lots or more		
Base fee		\$6,988
Plus per lot		\$18
Revisions and re-submittals		
Each occurrence		\$124
Additional review in excess of initial fees		Hourly
Planned unit development engineering plan review		
30 units or less		
Base fee		\$6,465
Plus per unit		\$47
31 units or more		
Base fee		\$7,197
Plus per unit		\$24
Revisions and re-submittals		
Each occurrence		\$124
Additional review in excess of initial fees		Hourly
Conceptual binding site plan		
(including conceptual commercial binding site plan)		
Plan and profile base fee		\$4,302
Revisions and re-submittals		
Each occurrence		\$124
Additional review in excess of initial fees		Hourly
Construction inspections (when associated to a Bond Quantity Worksheet)		
Bond quantities worksheet amount (line T)		Initial fee + additional fee based on bond
\$0 – \$30,000		\$221 + \$119 / \$1,000 bond
\$30,001 – 120,000		\$2,346 + \$51 / \$1,000 bond
\$120,001 or more		\$6,970 + \$14 / \$1,000 bond
Addition inspection after 1 year		Hourly
Subdivision final approval		
Final short subdivision 4 lots or less		\$2,001
Final short subdivision 5 to 9 lots		\$4,033
Final short subdivision alteration		\$744
Final subdivision 30 lots or less		

City of Kenmore, Washington - 2018 Fee Schedule

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	Base fee	\$6,066
	Plus per lot	\$72
Final subdivision 31 lots or more	Base fee	\$6,737
	Plus per lot	\$49
Subdivision alteration		\$1,122
Modification of a recorded building envelope		\$563
Request for name change		\$200
Final planned unit development		\$4,717
Request for time extension		\$151
Request for name change		\$200
Final building site plan		\$3,208
Subdivision – post final fees		
Maintenance bond inspection		
Bond amount	Initial fee + additional fee based on bond	
\$0 – \$30,000	\$480 + \$15.30 / \$1,000 bond	
>\$30,000 – 120,000	\$801 + \$5 / \$1,000 bond	
>\$120,000	\$1,214 + \$1.70 / \$1,000 bond	

Building Permits		2018 Fee
Building permit fees are based on valuation. The table below establishes the permit fee from the valuation. Valuation is determined by type of construction and square footage or from a contractor's bid. The most recent edition of the Building Safety Journal determines the type of construction and square footage factor.		
Total valuation	fee	
\$1 – \$500	\$25	
>\$500 – \$2,000	\$25 for the first \$500 plus \$3.10 for each additional \$100 or fraction thereof, to and including \$2,000.	
>\$2,000 – \$25,000	\$72 for the first \$2,000 plus \$14 for each additional \$1,000 or fraction thereof, to and including \$25,000.	
>\$25,000 – \$50,000	\$408 for the first \$25,000 plus \$10.20 for each additional \$1,000 or fraction thereof, to and including \$50,000.	
>\$50,000 – \$100,000	\$671 for the first \$50,000 plus \$7.10 for each additional \$1,000 or fraction thereof, to and including \$100,000.	
>\$100,000 – \$500,000	\$1,035 for the first \$100,000 plus \$6 for each additional \$1,000 or fraction thereof, to and including \$500,000.	
>\$500,000 – \$1,000,000	\$3,357 for the first \$500,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.	
>\$1,000,000	\$5,840 for the first \$1,000,000 plus \$4 for each additional \$1,000 or fraction thereof.	
Building plan review		
Plan review fees shall be 65% of the building permit fee (this does not include other review type costs). If the plan is a "basic", as determined by the Building Official, the plan check fee shall be 25% of the permit fee.		
Additional plan review required for changes, additions or revisions to plans (minimum charge ½ hour)		Hourly
For use of outside consultants for plan review and inspections		Actual costs
Mobile homes		

City of Kenmore, Washington - 2018 Fee Schedule

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Mobile home permit	\$862
Temporary mobile home permit	\$802
Temporary mobile home for hardship	\$862
Non-insignia mobile home inspection	\$688
Re-Roof permits	
Single family residential	\$192
Commercial and multi-family	Based on permit per fee valuation table
Condominium conversion review	
Project fee	
1 to 30 units	\$1,697
31 to 99 units	\$1,918
100 or more units	\$2,601
Plus per unit	\$289
Special plan review	Hourly
Pre-inspections	
Fire or flood damage	\$378
Minimum housing or other code compliance	\$378
Relocation of structures	\$311
Demolition inspection	\$311
Re-inspection	Hourly
Inspections outside of normal hours	Overtime Hourly
Inspections for which no fee is specifically indicated	Hourly
Extension and renewal	
Extensions for final inspection only	
Single family residential	\$110
All other permits	\$110
State Building Code Council surcharge	\$4.50/ building permit \$2.00 dwelling unit after first

Plumbing Permits		2018 Fee
Commercial and Multi-family (Non one- and two-family dwellings and townhouses)	Based on actual valuation of all fixtures materials and installation as submitted and determined by the Building Official. When plan review is required, as determined by the Building Official, the plan review fee for all permits will be 65% of the permit fee.	
New one- and two-family dwellings and townhouses		\$736/dwelling
Alterations or additions to one- and two-family dwellings and townhouses		Based on the table below
Base fee		\$108
Plus:		
For each plumbing fixture on one trap or set of fixtures on one trap		\$11/each
Roof drain		\$11/each
Electric water heater		\$33/each
Alteration or repair of water piping or water treating equipment		\$68/each
Back flow devices (other than atmospheric vacuum breakers)		\$68/each

City of Kenmore, Washington - 2018 Fee Schedule

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Other	\$11/each
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Mechanical Permits		2018 Fee
Commercial and Multi-family (Non one- and two-family dwellings and townhouses)		Based on actual valuation of all fixtures materials and installation as submitted and determined by the Building Official. When plan review is required, as determined by the Building Official, the plan review fee for all permits will be 65% of the permit fee.
New one- and two-family dwellings and townhouses		\$344/dwelling
Alterations or additions to one- and two-family dwellings and townhouses		Based on the table below
Base fee		\$108
Plus:		
Furnaces		
	For the installation or relocation of each floor furnace, including vent	\$135
	For the installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater	\$68
Appliance vent		
	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$21
Repairs, alterations and additions		
	For the repair or alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$202
Ventilation and exhaust		
	For each ventilation fan connected to a single duct	\$11
	For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$11
	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$11
Gas piping	Gas pipe (1-5 outlets)	\$68
	Gas pipe (outlets over 5)	\$11/outlet
Miscellaneous		
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$135
	Gas water heater	\$135

Transportation Impact Fees*		2018 Fee
ITE Land-Use Category	Net New Person Trips	Impact Fee
Single Mobility Unit Cost	NA	\$5,898.00
Single-Family	1.45 per dwelling unit	\$9,600.04 per dwelling unit
Apartment	1.02 per dwelling unit	\$7,113.70 per dwelling unit

City of Kenmore, Washington - 2018 Fee Schedule

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Condominium	0.85 per dwelling unit	\$5,966.33 per dwelling unit
Mobile Home	0.97 per dwelling unit	\$6,416.29 per dwelling unit
Hotel	0.87 per room	\$6,605.53 per room
Motel	0.68 per room	\$5,174.34 per room
Light Industrial	1.06 per 1,000 sq ft	\$10.20 per sq ft
Manufacturing	0.79 per 1,000 sq ft	\$7.67 per sq ft
Mini-Warehouse	0.28 per 1,000 sq ft	\$2.73 per sq ft
Marina	0.23 per boat berth	\$1363.14 per boat berth
Golf Course	0.37 per acre	\$2,218.91 per acre
Movie Theater	0.09 per seat	\$382.78 per seat
Health/Fitness Club	4.30 per 1,000 sq ft	\$25.33 per sq ft
High School	1.18 per 1,000 sq ft	\$4.45 per sq ft
Church	0.67 per 1,000 sq ft	\$4.68 per sq ft
Hospital	1.13 per 1,000 sq ft	\$10.73 per sq ft
Nursing Home	0.27 per bed	\$1,416.25 per bed
General Office	1.75 per 1,000 sq ft	\$16.94 per sq ft
Medical Office	4.20 per 1,000 sq ft	\$38.29 per sq ft
Shopping Center	2.98 per 1,000 sq ft	\$7.24 per sq ft
Supermarket	7.39 per 1,000 sq ft	\$29.17 per sq ft
Convenience Market 24-hr	31.27 per 1,000 sq ft	\$75.99 per sq ft
Drive-in Bank	19.23 per 1,000 sq ft	\$54.92 per sq ft
Restaurant, Sit-down	4.80 per 1,000 sq ft	\$23.32 per sq ft
Fast Food, No Drive-up	15.92 per 1,000 sq ft	\$63.27 per sq ft
Fast Food, w/Drive-up	19.88 per 1,000 sq ft	\$82.20 per sq ft
Gas Station	9.80 per pump	\$33,080.30 per pump
Gas Station w/Convenience	7.24 per pump	\$25,015.49 per pump

Park Impact Fees*	2018 Fee
Single family residence	\$2,642/unit
Multi-family	\$1,727/unit
Mobile home	\$821/unit

Fire Department Review*	2018 Fee
The fire review fee will be assessed per the approved contract with the Northshore Fire District #16 for all single family, multi-family and commercial projects.	

Limited Right-of-Way Permits	2018 Fee
Type A permit may be issued for activities within the right-of-way which will alter the surface or subsurface of the right-of-way. Examples include: - Open cut trenching - Culvert installation - Driveways - Shoulder improvements - Sidewalks - Above ground pedestals or utility boxes - Paving operations in right-of-way - Landscaping - Beautification (no fee)	
Application fee (includes review and 1 hour inspection)	\$208
Inspections in excess of 1 hour	Hourly
Type B permit may be issued for temporary use of the right-of-way (24 hours or less) for activities that will not alter the right-of-way surface or subsurface. Examples include:	

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- Parade - Block party	- Temporary parking - Temporary storage of dumpster/storage container
Application fee (includes review and inspection)	\$78*
Type C permit may be issued for temporary use of the right-of-way (more than 24 hours) for activities that will not alter the right-of-way surface or subsurface. Also includes activities that require traffic plan and traffic plan review. Examples include: - Street closures - Extended storage in the right-of-way - Commercial activities in the right-of-way - Right-of-way used as construction site for private development	
Application fee (includes 1 hour inspection)	\$157*
Inspection in excess of 1 hour	Hourly*
Use fee	Fee = (use area) x \$20 per sq. ft. x days of usage/365 or a minimum of \$100, whichever is greater*

Access Right-of-Way Permits*	2018 Fee
Application fee (includes 1 hour review and 1 hour inspection)	\$208*
Review fee in excess of 1 hour	Hourly*
Inspection fee in excess of 1 hour	Hourly*
Use fee	
Open to the public	No fee
Limited (not open to the public)	Fee = (use area) x value ¹ x 25% or a minimum of \$100 whichever is greater*
¹ value of adjacent land (in area, sq ft) according to the County Assessor records	

Encroachment Right-of-Way Permits	2018 Fee
Application fee (includes 1 hour review and 1 hour inspection)	\$208
Review fee in excess of 1 hour	Hourly
Inspection fee in excess of 1 hour	Hourly
Use fee	Fee = (use area) x value ¹ x No. of Years x 12% or a minimum of \$100 whichever is greater
¹ value of adjacent land (in area, sq ft) according to the County Assessor records	

Utility franchise Right-of-Way Permits*	2018 Fee
Application fee	\$208
Review fee	Hourly
Inspection fee	Hourly
Use fee	No fee
Violation of Work Hours	\$500

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Annual Use Payment for Use of Right-of-Way*	2018 Fee
Type of Equipment/Facility within the right-of-way	
Separate support structure (such as a monopole or lattice) used solely for wireless antenna, with antenna/receiver transmitter and/or equipment cabinet	\$5,000/year
Antenna/receiver transmitter (on an existing or replacement pole) and equipment cabinet	\$3,000/year
Antenna/receiver transmitter (on an existing or replacement pole) or equipment cabinet, but not both	\$2,000/year

State Route 522 driveway connection permit*	2018 Fee
Fee structure. The following nonrefundable fee structure is established for the processing, review and inspection of the connection permit application. A description of each category can be found in section 12.85.040 of the KMC. Due to the potential complexity of Category II and Category III connection proposals, and required mitigation measures that may involve construction on SR 522, the city may require a developer agreement in addition to the connection permit. The developer agreement may include, but is not limited to: plans; specifications; maintenance requirements; bonding requirements; inspection requirements; division of costs by the parties, where applicable; and provisions for payment by the applicant of actual costs incurred by the city in the review and administration of the applicant's proposal that exceed the required base fees in the following schedule:	
Category I – Base fee for one connection:	
• Agricultural, forest, utility operation and maintenance	\$50
• Residential dwelling units (up to 10)- single connection	\$50/dwelling
• Other, with 100 average weekday vehicle trip ends	\$500
• Fee per additional connection point	\$50
Category II – Base fee for one connection:	
• Less than 1,000 average weekday vehicle trip ends	\$1,000
• 1,000 to 1,500 average weekday vehicle trip ends	\$1,500
• Fee per additional connection point	\$250
Category III – Base fee for one connection:	
• 1,500 to 2,500 average weekday vehicle trip ends	\$2,500
• Over 2,500 average weekday vehicle trip ends	\$4,000
• Fee per additional connection point	\$1,000
Category IV – Base fee per connection:	\$100
Surety Bond. Prior to the beginning of construction of any connection, the city may require the permit holder to provide a surety bond as specified in WAC 468-34-020(3).	

Special Event Permit	2018 Fee
Application fee	\$100*

Memorial Sign	2018 Fee
Application fee and sign	\$300*

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5. ANIMAL CARE AND CONTROL

Animal License and Registration	2018 Fee
Pet license – dog or cat	
Unaltered	\$60
Altered	\$30
Juvenile pet license – dog or cat	\$15
Discounted pet license – dog or cat	\$15
Replacement tag	\$5
Transfer fee	\$3
Guard dog registration	\$100
Exotic pet	
New	\$500
Renewal	\$250
Service animal	No fee
K-9 police dog	No fee
Late fees	
Received 45-90 days following license expiration	\$15
Received 90-135 days following license expiration	\$20
Received more than 135 days following license expiration	\$30
Received more than 365 days following license expiration	\$30 plus license fee(s) for any previous year pet was unlicensed

Animal Business and Activity Permits	2018 Fee
Hobby kennel and hobby cattery license	\$50
Private animal placement permit	No fee

Civil Penalties	2018 Fee
General	
No previous similar code violation within one year	\$50
One previous similar code violation within one year	\$100
Two previous similar code violation within one year	Double the rate of the previous penalty, up to a maximum of \$1,000.
Vicious animal or animal cruelty violations	
First violation within one year	\$500
Subsequent violations within one year	\$1,000
Dog leash law violations	
First violation within one year	\$25
Additional violation within one year	\$50
Animal abandonment	\$500
Unlicensed cat or dog	
Altered cat or dog	\$125
Unaltered cat or dog	\$250

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Service Fees	2018 Fee
Adoptions –including licensing and spaying or neutering or the animal	\$75-\$250 based upon adoptability/animal
Spay or neutering deposit	\$150/animal
Impound or redemption – dogs, cats or other small animals	
First impound within one year	\$45
Second impound within one year	\$85
Third impound within one year	\$125
Impound or redemption – livestock, small	\$45
Impound or redemption – livestock, large	\$45 or actual cost of sheltering, whichever is greater
Kenneling at King County animal shelter – per 24 hours or portion thereof in-field pick-up of an owner's deceased unlicensed pet or pick-up of an unlicensed pet released voluntarily to the regional animal service section.	\$20
Owner-requested euthanasia (unlicensed pets)	\$50
Optional micro-chipping for adopted pets	\$25

6. MISCELLANEOUS

Type	2018 Fee
Credit Card Service Fee	3%
NSF (insufficient check)	\$25
Reports, copies, maps, etc.	
Standard size black and white copies (standard size are 8 ½" x 11", 8 ½" x 14", and 11" x 17")	\$0.15/page
Standard size color copies	\$0.20/page
Oversized documents such as building plans and maps	Actual cost charged by outside vendor
Large copy jobs	Actual cost charged by outside vendor
Records copied to CD or DVD	\$1 per CD or DVD
Records copied to thumb/flash drive	Actual cost of supplies
Scanned Copies (converting from paper to electronic)	No charge for first 10 pages > 11 pages \$0.10/page
Mailing envelopes or packaging and postage	Actual cost of supplies and postage
Recording documents	Actual costs or \$100 minimum, whichever is greater
Use of City owned property, other than right-of-way, for event parking, storage or similar use	\$100/day
City Sponsored Event - Vendor Fees	
Food Vendor	\$30/day
Craft Vendor	\$30/day

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Non-Profit Booth or Vendor	\$10/day
Public Safety Fees	
First three false alarms	No fee
Fourth and fifth false alarms	\$50 each
Sixth and additional false alarms	\$100 each
Rhododendron Park Shelter Rental Fee	
Kenmore Residents all day	\$120
Kenmore Residents half day	\$60
Non-Kenmore Residents all day	\$160
Non-Kenmore Residents half day	\$80

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City of Kenmore, Washington 2017 Fee Schedule with Tracked Changes

City of Kenmore, Washington – 2017~~78~~ Fee Schedule cont.

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1. BUSINESS REGISTRATION AND LICENCES

Business Registration	201778 Fee
General Business - New Application for a new business	\$10
General Business Renewal	\$10
Home Occupation - New Application for a new business	\$10
Home Occupation Renewal	\$10
The business registration program is managed through Washington State Department of Revenue (DOR). The City registration fee is in addition to the DOR administration fee, which is currently \$19 for new applications and \$11 for renewals.	

Regulatory Business Licenses	201778 Fee
Adult Entertainment	
Device	\$50 each
Operator	\$500/year
Premises	\$200/year
Panoram Manager License	\$50/year
Adult Cabaret	
Operator	\$500/year
Cabaret Manager License	\$50/year
Cabaret Entertainer License	\$50/year
Adult Retail Business License	\$500/year
Heavy Manufacturing Business	\$200/year
Live Entertainment: music (other than mechanical); boxing or wrestling; pool halls; and bowling alleys.	\$200/year \$100/six months \$50/day
Junk Shop License	\$300/year
Junk Wagon License	\$40/year
Marijuana Business License	\$500/year
Massage Business and Public Bathhouse	\$150/year
Massage Practitioner	\$50/year
Theaters	\$100/each screen
Pawnbroker	\$500/year
Peddler/Solicitor	No fee
Secondhand dealer	\$40/year
Renewal of License, registration or permit late penalty	10% of required fee
Transferability of license of permit	\$25

2. CODE ENFORCEMENT

Code Enforcement	201778 Fee
Inspection/Posting	\$50
Re-inspection	\$50
Abatement	Actual City costs
Abatement Hearing	\$360
Hearing Officer	\$215/hour
Notice of Violation Appeal Hearing	\$125
Removal of Declaration	\$20
Violation of a stop work order	\$500

City of Kenmore, Washington – 2017~~78~~ Fee Schedule cont.

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Housing Code Enforcement		2017 78 Fee
	Inspection/Posting	\$255/hour
	Re-Inspection plus Notice and Order	\$510
	Hourly Rate	\$255
	Appeal Fee	\$125 4 each
	Closing Fee	\$255
	Contract Abatement Fee	\$15% of the contract
	Late Fee	\$25% of amount due
	Hearing Officer	\$215/hour

The following fees apply to all enforcement actions:		2017 78 Fee
	Inspection Warrant	\$350/each
Attorney Fees	Rate per hour to be determined as established by the City Attorney contract for legal services	
	Paralegal Services	\$60/hour
	Notary Services	\$10
	Abatement	Actual cost of labor

3. COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS

Type	2017 78 Fee
Prescreening/threshold review fee	\$200
Annual amendment cycle fee (applicants whose amendment proposals are approved for consideration by the City Council)	\$400

4. DEVELOPMENT SERVICES

General Fees	2017 78 Fee
Development Review Technology Fee Applies to all fees listed in Section 4. Exception: Items marked with an asterisk "*" are exempt from the technology fee	5%
P-Suffix and other required site plan reviews	
Initial plan review	\$1,090
Each additional review for compliance, including signs and tenant improvements.	\$165
Amend adopted P-suffix conditions	\$2,266
Mobile home park and RV park plan review	\$3,600
Hourly Rate	\$106
Site plan application fee (Land use permit associated to KMC 18.105)	
Up to \$100,000 project value	\$800
\$100,001 – \$1,000,000 project value	\$3,000
> \$1,000,000 project value	\$3,000 plus \$1,000 for each \$1M or portion thereof
Construction permit site plan review	\$101
Landscape and tree management plan review	
Initial plan review based on site area	
0 – 1 site acre	\$213
> 1 – 2 site acres	\$341

City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

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> 2 – 5 site acres	\$513
> 5 – 10 site acres	\$683
More than 10 site acres	\$1,367
Each plan revision review	\$328
Request for modification requiring public notice	\$680
Landscape and tree management inspections	
Landscape installation inspection	\$272
Landscape maintenance bond release inspection	\$272
Additional excessive reviews and inspection fees Applies to all development permits; additional plan review or inspections required by changes, additions or revisions to the plans or excess reviews of re-submittals will be billed at an hourly rate.	\$101/hour <u>Hourly</u>
Hourly fees throughout this section may be billed in ½ hour intervals	

Development Agreement	20178 Fee
Threshold review with City Council	\$200*
Development Agreement requested by the applicant (proposal is approved for consideration by the City Council)	\$5,000 + City Attorney fees
Development Agreement requested by the City	No Fee

Pre-Application	20178 Fee
Pre-application review fee	No Fee

Zoning and Land Use	20178 Fee
<u>Site plan application fee (Land-use permit associated to KMC 18.105)</u>	
<u>Up to \$100,000 project value</u>	<u>\$800</u> <u>824</u>
<u>\$100,001 - \$1,000,000 project value</u>	<u>\$3,000</u> <u>2,629</u>
<u>> \$1,000,000 project value</u>	<u>\$3,000</u> <u>2,629</u> plus <u>\$1,000</u> <u>902</u> for each <u>\$1M</u> or portion thereof
<u>Construction permit site plan review</u>	<u>\$401</u> <u>102</u>
<u>Landscape and tree management plan review</u>	
<u>Initial plan review based on site area</u>	
<u>0 – 1 site acre</u>	<u>\$213</u> <u>459</u>
<u>> 1 – 2 site acres</u>	<u>\$341</u> <u>832</u>
<u>> 2 site acres</u>	<u>\$513</u> <u>832</u> plus <u>\$161</u> for each acre or portion thereof
<u>Each plan revision review</u>	<u>\$328</u> <u>321</u>
<u>Request for modification requiring public notice</u>	<u>\$680</u> <u>120</u>
<u>Landscape and tree management inspections</u>	
<u>Landscape installation inspection</u>	<u>\$272</u> <u>235</u>
<u>Landscape maintenance bond release inspection</u>	<u>\$272</u> <u>186</u>
<u>Request for site specific rezone</u>	<u>\$3,033</u> <u>2,436</u>
<u>Conditional use permits (CUP) and special use permits (SUP)</u>	
<u>Administrative CUP</u>	<u>\$3,673</u> <u>1,788</u>
<u>SUP with public hearing</u>	<u>\$8,595</u> <u>2,298</u>

City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

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Daycare with 24 children or less	\$1,380 <u>1,318</u>
Request for time extension	\$147 <u>83</u>
Variances (including variances from KMC 18.55)	
Application review	\$2,527 <u>1,307</u>
Added fee when public hearing required	\$1,644
Request for time extension	\$147 <u>83</u>
Boundary line adjustment	\$580 <u>588</u>
Communications facility application fee	\$368 <u>1,401</u>
Conditional Use permit (CUP)	\$3,873
Minor Adjustment	\$2,527
Major Adjustment	\$8,795
Accessory dwelling unit	\$514 <u>11</u>
Change of use (zoning only)	\$519 <u>86</u>
Reuse of closed public school facilities	\$1,415
Land use inspections	\$101/hour <u>Hourly</u>
Reasonable use exception	\$2,527 <u>1,275</u>
Public agency and utility exception	\$1,974 <u>1,275</u>
Zoning letter inquiry/request	\$101 <u>171</u>
Legal lot status request	\$202 <u>385</u>
Design review	\$101/hour <u>Hourly</u>
Temporary Use Permit	\$101 <u>684</u>
Public notice mailing fee	\$202* <u>Actual cost of supplies and postage</u>

Subdivision – Preliminary Application Review	20178 Fee
Preliminary short subdivisions (9 lots or less)	
Short subdivision 4 lots or less	
Base fee	\$1,123 <u>436</u>
Plus per lot	\$142 <u>885</u>
Short subdivision 5 to 9 lots	
Base fee	\$7,110
Plus per lot	\$155
Revision to approved preliminary	\$908 <u>Hourly</u>
Short subdivision alteration	\$1,259 <u>Hourly</u>
Request for time extension	\$101 <u>83</u>
Preliminary subdivisions (10 lots or more)	
Initial application	
50 lots or less	
Base fee	\$13,098 <u>1,311</u>
Plus per lot	\$169 <u>1,072</u>
More than 50 lots	
Base fee	\$22,452
Plus per lot	\$37
Surcharge for applications utilizing lot clustering or flexible yard provisions (percent of initial fee)	10%
Major revision requiring new public hearing	\$3,909 <u>2,428</u>
Minor revisions submitted after preliminary approval (not	\$935 <u>726</u>

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necessitating additional hearings)	
Request for time extension	\$101 <u>83</u>
Subdivision alterations or subdivision vacations	
With public hearing	\$3,929 <u>3,054</u>
Without public hearing	\$1,965 <u>1,483</u>
Supplemental fee — a surcharge for applications involving significant environmentally sensitive areas (percentage of total initial fee)	10%
Supplemental fee — remanded applications (percentage of initial fee)	50%
Binding site plan	
Building permit, as-built or site plan review based plan	\$4,915 <u>2,338</u>
Conceptual plan	\$5,796 <u>2,256</u>
Revision to a preliminary approved plan	\$1,124 <u>1,051</u>
Revision to a final binding site plan	\$2,018 <u>1,168</u>

Shoreline Management Permit	2017 8 Fee
Substantial development permit	
Total cost of proposed development:	
Up to \$100,000	\$1,692
Over \$100,000	Hourly
Up to \$10,000	\$1,294
> \$10,000 to \$100,000	\$2,588
> \$100,000 to \$500,000	\$6,469
> \$500,000 to \$1,000,000	\$9,704
> \$1,000,000	\$12,938
Single family joint-use dock	\$2,588 <u>1,688</u>
Shoreline conditional use permit	\$2,153
Non-forest practices	\$7,298
Forest practices	\$1,327
Shoreline variance	
Up to \$10,000 <u>100,000</u> project value	\$2,190 <u>2,153</u>
> \$100,000 project value	\$7,298 Hourly
Shoreline re-designation	\$14,597
Base fee	\$14,597
Per shoreline lineal foot	\$28
Maximum	\$54,740
Shoreline review of other permits or approvals for conditions	\$179 <u>321</u>
Shoreline exemption	\$279 <u>817</u>
Supplemental fees	
Request for an time extension of a permit, calculated as a percentage of the original permit	20% <u>\$83</u>
Shoreline permit revision, calculated as a percentage of the original permit	20% Hourly
Surcharge when public hearing required	12% <u>\$674</u>
Minimum	\$2,070
Permit compliance inspections	Hourly
Hourly rate (including travel time)	\$101 /hour

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Plus per mile	\$0.51/mile
Special Reviews	20178 Fee
State Environmental Policy Act (SEPA) review	
Environmental checklist (Projects)	
Base fee	\$601 <u>\$1,492</u>
After six hours	\$101/hour <u>Hourly</u>
All fixed and contract costs	<u>Actual Cost</u>
Environmental checklist (Non-Projects)	<u>Hourly</u>
Supplemental Determination of Nonsignificance (DNS), Mitigated Determination of Nonsignificance (MDNS), or Determination of Significance (DS) review	<u>\$101/hour</u>
MDNS deposit	<u>\$1,327</u>
Environmental Impact Statement (EIS) deposit – a percentage of total estimated cost	<u>33%</u>
Draft Environmental Impact Statement (DEIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing, editing, publishing, mailing, distributing and contract administration:	
Deposit – a percentage of total estimated cost	<u>33%</u>
All fixed and contract costs, and time costs, per hour	\$101/hour <u>Actual cost</u>
Staff preparation and review cost	<u>Hourly</u>
Post MDNS, DEIS, FEIS or SEIS publication work preparing or consulting on staff reports, permit conditions or public hearing testimony, per hour	<u>\$101/hour</u>
Critical areas review	
Applicants will be eligible for a refund of the portion of the base fee that is less than the city's costs (including consultants, public notice (as necessary) and other associated expenses).	
Review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments and right-of-way use permits:	
Site review base fee	\$1,011 <u>\$1,291</u>
Plus, per hour	\$101/hour <u>Hourly</u>
Review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits and unclassified use permits:	
Site review base fee	\$1,001 <u>\$1,291</u>
Plus, per hour	\$101/hour <u>Hourly</u>
Flood plain determination – certificate of elevation	\$101 <u>383</u>
Plus, per hour	\$101/hour <u>Hourly</u>
Review of mitigation plan compliance, per hour	\$101/hour <u>Hourly</u>
Critical areas inspection	\$101/hour <u>Hourly</u>
Inspection and monitoring, per hour	\$101/hour <u>Hourly</u>
Appeals	

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Appeals to the hearing examiner from decisions of the City	\$ 1262 ,951*
Departmental review of non-departmental permits	\$ 101 /hour Hourly
Review and monitoring of master drainage plans, per hour	\$ 101 /hour Hourly
Legal lot status request	\$202

Engineering: General Permitting & Inspections		2017 78 Fee
Parking review		
New or additional spaces		
First 0-25 spaces		\$2 34 /each space
Next 26-50		\$2 42 /each space
Next 51-75		\$1 78 /each space
Next 76-150		\$1 78 /each space
Anything above 150		\$12/each space
Minimum fee		\$ 299 308
Clearing		
0—5 site acres		
Base fee		\$74
Hourly fee		No fee
5.1 site acres or more		
Base fee		\$372
Hourly fee		\$101/hour
Field inspections		\$101/hour
Tree removal		\$7476
Single-family dDrainage review		
Residential drainage requirement review bBase fee		\$241248
Small site drainage review		\$145
Targeted drainage review		\$237
Full drainage review		
Simplex reviewAddition/rebuild drainage		\$296305
Complex reviewNew non-plat SFR drainage		\$683703
Commercial/Multi-family -drainage plan review-base fee		\$576
Base fee		\$593
Total distributed area		Full drainage review and targeted drainage review for #4
Targeted drainage review #1, 2 and 3		
0 – .50 site acre		\$905
.51 – 1 site acre		\$1,248
1.1 – 2 site acres		\$2,280
2.1 – 5 site acres		\$5,005
5.1 – 10 site acres		\$6,030
More than 10 acres		\$6,713
Traffic impact analysis review		
Level 1 (10 P.M. peak hour trips or less)		\$341351
Level 2 (11-75 P.M. peak hour trips)		\$809833
Level 3 (Over 75 P.M. peak hour trips)		\$1,6181,667
Road standards/drainage standards variance		\$202208
Wet season grading variance		Hourly
Grading permits for small projects that do not exceed 500 cubic yards (volume and disturbed area) and that do not require engineered drawings as determined by the director.		\$303312

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<u>Large Project</u> Grading permits —all other grading permits (based on the total of the two tables listed below)			
Table 1			
Volume	Base fee		Per 100 cubic yards
0 to 500 cubic yards	\$0	+	\$28.40
>500 to 3,000 cubic yards	\$55	+	\$39.20
>3,000 to 10,000 cubic yards	\$343	+	\$26.10
>10,000 to 20,000 cubic yards	\$2,183	+	\$7.90
>20,000 to 40,000 cubic yards	\$3,355	+	\$2.10
>40,000 to 80,000 cubic yards	\$3,639	+	\$1.40
>80,000 cubic yards	\$4,286	+	\$0.60
Table 2			
Disturbed Area	Base fee	+	Per acre
Up to 1 acre	<u>\$178183</u>	+	\$819.40
<u>1.1 to 10 acres</u> > 1 acre	<u>\$385397</u>	+	\$614.30
<u>10.1 to 40 acres</u>	<u>\$2,948</u>	+	<u>\$360.80</u>
<u>40.1 to 120 acres</u>	<u>\$10,543</u>	+	<u>\$176</u>
<u>120.1 to 360 acres</u>	<u>\$23,196</u>	+	<u>\$68.70</u>
<u>360.1 acres or more</u>	<u>\$34,552</u>		<u>\$36</u>
Grading plan revision		<u>Hourly</u>	
<u>Hourly rate</u>		<u>\$101/hour</u>	
Grading permit operation monitoring (inspection fee when not associated to a Bond Quantity Worksheet)			
The operation monitoring fee shall be calculated by adding the applicable amount from the Annual Volume Table (below) to an amount equal to \$215 per acre disturbed and not rehabilitated during the monitoring period, to a maximum of \$10,000.			
Annual Volume Table			
Volume deposited or removed	Base fee		Per 100 cubic yards
0 to 3,000 cubic yards	\$0	+	\$102.20
>3,000 to 10,000 cubic yards	<u>\$2,5782,655</u>	+	\$17.20
>10,000 to 20,000 cubic yards	<u>\$3,8013,915</u>	+	\$5.10
>20,000 to 40,000 cubic yards	<u>\$4,3274,457</u>	+	\$2.50
>40,001 cubic yards	<u>\$4,7314,873</u>	+	\$1.50
Reclamation bond release inspection		<u>\$258266</u>	
Re-inspection of non-bonded actions		<u>\$227234</u>	
Construction inspections (when associated to a Bond Quantity Worksheet)			
Bond quantities worksheet amount (line T)	Initial fee + additional fee based on bond		
\$0 – \$30,000	<u>\$215221</u> + \$119 / \$1,000 bond		
>\$30,000 – 120,000	<u>\$2,2782,346</u> + \$51 / \$1,000 bond		
>\$120,000	<u>\$6,7676,970</u> + \$14 / \$1,000 bond		
Addition inspection after 1 year	<u>\$101/hour</u> <u>Hourly</u>		
Maintenance bond inspections			
Bond quantities worksheet amount (line T)	Initial fee + additional fee based on bond		
\$0 – \$30,000	<u>\$466480</u> + \$15.30 / \$1,000 bond		
>\$30,000 – 120,000	<u>\$778801</u> + \$5 / \$1,000 bond		

City of Kenmore, Washington – 2017~~78~~ Fee Schedule cont.

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>\$120,000	\$1,179 <u>1,214</u> + \$1.70 / \$1,000 bond
Engineering: Subdivision Plan Review and Inspections	
201778 Fee	
Short subdivision engineering plan review	
Short subdivision 4 lots or less	
Base fee	\$2,110 <u>2,173</u>
Plus per lot	\$211 <u>217</u>
Short subdivision 5 to 9 lots	
Base fee	\$4,194 <u>4,320</u>
Plus per lot	\$211 <u>217</u>
Additional review in excess of initial fees	\$101/hour <u>Hourly</u>
Subdivision engineering plan review	
Subdivision 30 lots or less	
Base fee	\$6,277 <u>6,465</u>
Plus per lot	\$343 <u>5</u>
Subdivision 31 lots or more	
Base fee	\$6,784 <u>6,988</u>
Plus per lot	\$171 <u>18</u>
Revisions and re-submittals	
Each occurrence	\$120 <u>124</u>
Additional review in excess of initial fees	\$101/hour <u>Hourly</u>
Planned unit development engineering plan review	
30 units or less	
Base fee	\$6,277 <u>6,465</u>
Plus per unit	\$474 <u>7</u>
31 units or more	
Base fee	\$6,987 <u>7,197</u>
Plus per unit	\$232 <u>4</u>
Revisions and re-submittals	
Each occurrence	\$120 <u>124</u>
Additional review in excess of initial fees	\$101/hour <u>Hourly</u>
Conceptual binding site plan (including conceptual commercial binding site plan)	
Plan and profile base fee	\$4,177 <u>4,302</u>
Revisions and re-submittals	
Each occurrence	\$120 <u>124</u>
Additional review in excess of initial fees	\$101/hour <u>Hourly</u>
Construction inspections (when associated to a Bond Quantity Worksheet)	
Bond quantities worksheet amount (line T)	Initial fee + additional fee based on bond
\$0 – \$30,000	\$215 <u>221</u> + \$119 / \$1,000 bond
\$30,001 – 120,000	\$2,278 <u>2,346</u> + \$51 / \$1,000 bond
\$120,001 or more	\$6,767 <u>6,970</u> + \$14 / \$1,000 bond
Addition inspection after 1 year	\$101/hour <u>Hourly</u>
Subdivision final approval	
Final short subdivision 4 lots or less	\$1,943 <u>2,001</u>
Final short subdivision 5 to 9 lots	\$3,916 <u>4,033</u>
Final short subdivision alteration	\$722 <u>744</u>

City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

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Final subdivision 30 lots or less	
Base fee	\$5,889 <u>6,066</u>
Plus per lot	\$70 <u>72</u>
Final subdivision 31 lots or more	
Base fee	\$6,541 <u>6,737</u>
Plus per lot	\$48 <u>49</u>
Subdivision alteration	\$1,089 <u>1,122</u>
Modification of a recorded building envelope	\$54 <u>75</u> <u>63</u>
Request for name change	\$19 <u>42</u> <u>00</u>
Final planned unit development	\$4,580 <u>4,717</u>
Request for time extension	\$14 <u>71</u> <u>51</u>
Request for name change	\$19 <u>42</u> <u>00</u>
Final building site plan	\$3,115 <u>3,208</u>
Subdivision – post final fees	
Maintenance bond inspection	
Bond amount	Initial fee + additional fee based on bond
\$0 – \$30,000	\$466 <u>480</u> + \$15.30 / \$1,000 bond
>\$30,000 – 120,000	\$778 <u>801</u> + \$5 / \$1,000 bond
>\$120,000	\$1,179 <u>1,214</u> + \$1.70 / \$1,000 bond

Building Permits		2017 8 Fee
Building permit fees are based on valuation. The table below establishes the permit fee from the valuation. Valuation is determined by type of construction and square footage or from a contractor's bid. The most recent edition of the Building Safety Journal determines the type of construction and square footage factor.		
Total valuation	fee	
\$1 – \$500		\$24 <u>25</u>
>\$500 – \$2,000		\$24 <u>25</u> for the first \$500 plus \$3.10 for each additional \$100 or fraction thereof, to and including \$2,000.
>\$2,000 – \$25,000		\$70 <u>72</u> for the first \$2,000 plus \$14 for each additional \$1,000 or fraction thereof, to and including \$25,000.
>\$25,000 – \$50,000		\$396 <u>408</u> for the first \$25,000 plus \$10.20 for each additional \$1,000 or fraction thereof, to and including \$50,000.
>\$50,000 – \$100,000		\$651 <u>671</u> for the first \$50,000 plus \$7.10 for each additional \$1,000 or fraction thereof, to and including \$100,000.
>\$100,000 – \$500,000		\$1005 <u>1,035</u> for the first \$100,000 plus \$6 for each additional \$1,000 or fraction thereof, to and including \$500,000.
>\$500,000 – \$1,000,000		\$3,259 <u>3,357</u> for the first \$500,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
>\$1,000,000		\$5,670 <u>5,840</u> for the first \$1,000,000 plus \$4 for each additional \$1,000 or fraction thereof.
Building plan review		
Plan review fees shall be 65% of the building permit fee (this does not include other review type costs). If the plan is a "basic", as determined by the Building Official, the plan check fee shall be 25% of the permit fee.		
Additional plan review required for changes, additions or revisions to plans (minimum charge ½ hour)		\$101/hour <u>Hourly</u>

City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

EXHIBIT B

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For use of outside consultants for plan review and inspections		Actual costs
Building code change in use or occupancy	Minimum 2-hour inspection charge (\$202) plus actual inspections at hourly rate (\$101/hour)	
Mobile homes		
Mobile home permit		\$218862
Temporary mobile home permit		\$266802
Temporary mobile home for hardship		\$266862
Non-insignia mobile home inspection		\$266688
Re-Roof permits		
Single family residential		\$95192
Commercial and multi-family		Based on permit per fee valuation table
Special review of oversized buildings		\$140
Condominium conversion review		
Project fee		
1 to 30 units		\$6741,697
31 to 99 units		\$1,6831,918
100 or more units		\$2,3692,601
Plus per unit		\$336289
Special plan review		\$101/hour Hourly
Pre-inspections		
Fire or flood damage		\$314378
Minimum housing or other code compliance		\$314378
Relocation of structures		\$314311
Demolition inspection		\$95311
Re-inspection (Ordinance 00-0098)		\$101/hour Hourly
Inspections outside of normal hours		\$101/hour Overtime Hourly
Inspections for which no fee is specifically indicated		\$101/hour Hourly
Billboard alteration or relocation site review		\$674
Certification of permit completion		
Temporary occupancy certificate, per building or tenant space		\$287
Final occupancy certification when more than one building permit, each additional building		\$287
Final occupancy certification for individual condominium or other portions of buildings, per unit		\$129
Letter of completion for shell construction permits when more than one building permit, each additional building		\$287
Extension and renewal		
Extensions for final inspection only		
Single family residential		\$101110
All other permits		\$101110
All other extensions or renewals (including temporary reinstatement)		
Single family residential and all other permits		\$101
Temporary mobile home		\$132
Temporary hardship mobile home		\$120
State Building Code Council surcharge		\$4.50/ building permit

City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

EXHIBIT B

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	\$2.00 dwelling unit after first
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Plumbing Permits		2017 8 Fee
Commercial and Multi-family (Non one- and two-family dwellings and townhouses)	Based on actual valuation of all fixtures materials and installation as submitted and determined by the Building Official. When plan review is required, as determined by the Building Official, the plan review fee for all permits will be 65% of the permit fee.	
New one- and two-family dwellings and townhouses		\$227 36/dwelling
Alterations or additions to one- and two-family dwellings and townhouses		Based on the table below
Base fee		\$24 108
Plus:		
For each plumbing fixture on one trap or set of fixtures on one trap		\$10 11/each
Roof drain		\$10 11/each
Electric water heater		\$10 33/each
Grease trap		\$10 /each
Alteration or repair of water piping or water treating equipment		\$10 68/each
Back flow devices (other than atmospheric vacuum breakers)		\$10 68/each
Other		\$10 11/each

Mechanical Permits		2017 8 Fee
Commercial and Multi-family (Non one- and two-family dwellings and townhouses)	Based on actual valuation of all fixtures materials and installation as submitted and determined by the Building Official. When plan review is required, as determined by the Building Official, the plan review fee for all permits will be 65% of the permit fee.	
New one- and two-family dwellings and townhouses		\$227 344/dwelling
Alterations or additions to one- and two-family dwellings and townhouses		Based on the table below
Base fee		\$24 108
Plus:		
Furnaces		
For the installation or relocation of each forced air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)		\$15
For the installation or relocation of each forced air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3kW)		\$18.40
For the installation or relocation of each floor furnace, including vent		\$15 135
For the installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater		\$15 68

City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

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Appliance vent	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.25 <u>21</u>
Repairs, alterations and additions	
For the repair or alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$14 <u>20</u> <u>2</u>
Boilers, compressors and absorption systems	
For the installation and relocation of each boiler or compressor to and including 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$15
For the installation and relocation of each boiler or compressor to and including 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$27
For the installation and relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (512.9 kW)	\$38
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,00,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$56
For the installation or relocation of each boiler or compressor over 50 horse power (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$94
Air handlers	
For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 Us), including ducts attached thereto. Note: this fee does not apply to an air handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code)	\$11
For each air handling unit over 10,000 cfm (4719 Us)	\$18
Evaporative Coolers	
For each evaporative cooler other than the portable type	\$11
Ventilation and exhaust	
For each ventilation fan connected to a single duct	\$8 <u>11</u>
For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$11
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$11
Incinerators	
For the installation or relocation of each domestic-type incinerator	\$18.20

City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

EXHIBIT B

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For the installation or relocation of each commercial or industrial type incinerator		\$15
Gas piping	Gas pipe (1-5 outlets)	\$1168
	Gas pipe (outlets over 5)	\$111/eachoutlet
Miscellaneous For each appliance of piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table		\$1135
Gas water heater		\$1135

Transportation Impact Fees*		2017 8 Fee
ITE Land-Use Category	Net New Person Trips	Impact Fee
<u>Single Mobility Unit Cost</u>	<u>NA</u>	<u>\$5,898.00</u>
Single-Family	1.45 per dwelling unit	\$9,320.43 <u>9,600.04</u> per dwelling unit
Apartment	1.02 per dwelling unit	\$6,906.50 <u>7,113.70</u> per dwelling unit
Condominium	0.85 per dwelling unit	\$5,792.55 <u>5,966.33</u> per dwelling unit
Mobile Home	0.97 per dwelling unit	\$6,229.41 <u>6,416.29</u> per dwelling unit
Hotel	0.87 per room	\$6,413.14 <u>6,605.53</u> per room
Motel	0.68 per room	\$5,023.63 <u>5,174.34</u> per room
Light Industrial	1.06 per 1,000 sq ft	\$9.90 <u>10.20</u> per sq ft
Manufacturing	0.79 per 1,000 sq ft	\$7.45 <u>7.67</u> per sq ft
Mini-Warehouse	0.28 per 1,000 sq ft	\$2.65 <u>2.73</u> per sq ft
Marina	0.23 per boat berth	\$1,323.44 <u>1,363.14</u> per boat berth
Golf Course	0.37 per acre	\$2,154.28 <u>2,218.91</u> per acre
Movie Theater	0.09 per seat	\$371.63 <u>382.78</u> per seat
Health/Fitness Club	4.30 per 1,000 sq ft	\$24.59 <u>25.33</u> per sq ft
High School	1.18 per 1,000 sq ft	\$4.32 <u>4.45</u> per sq ft
Church	0.67 per 1,000 sq ft	\$4.54 <u>4.68</u> per sq ft
Hospital	1.13 per 1,000 sq ft	\$10.42 <u>10.73</u> per sq ft
Nursing Home	0.27 per bed	\$1,375.00 <u>1,416.25</u> per bed
General Office	1.75 per 1,000 sq ft	\$16.45 <u>16.94</u> per sq ft
Medical Office	4.20 per 1,000 sq ft	\$37.17 <u>38.29</u> per sq ft
Shopping Center	2.98 per 1,000 sq ft	\$7.03 <u>7.24</u> per sq ft
Supermarket	7.39 per 1,000 sq ft	\$28.32 <u>29.17</u> per sq ft
Convenience Market 24-hr	31.27 per 1,000 sq ft	\$73.78 <u>75.99</u> per sq ft
Drive-in Bank	19.23 per 1,000 sq ft	\$53.32 <u>54.92</u> per sq ft
Restaurant, Sit-down	4.80 per 1,000 sq ft	\$22.64 <u>23.32</u> per sq ft
Fast Food, No Drive-up	15.92 per 1,000 sq ft	\$61.43 <u>63.27</u> per sq ft
Fast Food, w/Drive-up	19.88 per 1,000 sq ft	\$79.81 <u>82.20</u> per sq ft
Gas Station	9.80 per pump	\$32,116.80 <u>33,080.30</u> per pump
Gas Station w/Convenience	7.24 per pump	\$24,286.88 <u>25,015.49</u> per pump

Park Impact Fees*	2017 8 Fee
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City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

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Single family residence	\$ 2,565 <u>2,642</u> /unit
Multi-family	\$ 1,677 <u>1,727</u> /unit
Mobile home	\$ 797 <u>821</u> /unit

Fire Department Review*	2017 8 Fee
The fire review fee will be assessed per the approved contract with the Northshore Fire District #16 for all single family, multi-family and commercial projects.	

Limited Right-of-Way Permits	2017 8 Fee
Type A permit may be issued for activities within the right-of-way which will alter the surface or subsurface of the right-of-way. Examples include: - Open cut trenching - Culvert installation - Driveways - Shoulder improvements - Sidewalks - Above ground pedestals or utility boxes - Paving operations in right-of-way - Landscaping - Beautification (no fee)	
Application fee (includes review and 1 hour inspection)	\$ 202 <u>208</u>
Inspections in excess of 1 hour	\$ 101/hour <u>Hourly</u>
Type B permit may be issued for temporary use of the right-of-way (24 hours or less) for activities that will not alter the right-of-way surface or subsurface. Examples include: - Parade - Block party - Temporary parking - Temporary storage of dumpster/storage container	
Application fee (includes review and inspection)	\$ 76 <u>78</u> *
Type C permit may be issued for temporary use of the right-of-way (more than 24 hours) for activities that will not alter the right-of-way surface or subsurface. Also includes activities that require traffic plan and traffic plan review. Examples include: - Street closures - Extended storage in the right-of-way - Commercial activities in the right-of-way - Right-of-way used as construction site for private development	
Application fee (includes 1 hour inspection)	\$ 152 <u>157</u> *
Inspection in excess of 1 hour	\$ 101/hour <u>Hourly</u> *
Use fee	Fee = (use area) x \$20 per sq. ft. x days of usage/365 or a minimum of \$100, whichever is greater*

Access Right-of-Way Permits*	2017 8 Fee
Application fee (includes 1 hour review and 1 hour inspection)	\$ 202 <u>208</u> *
Review fee in excess of 1 hour	\$ 101/hour <u>Hourly</u> *
Inspection fee in excess of 1 hour	\$ 101/hour <u>Hourly</u> *
Use fee	
Open to the public	No fee
Limited (not open to the public)	Fee = (use area) x value ¹ x 25% or a

City of Kenmore, Washington – 2017~~8~~ Fee Schedule cont.

EXHIBIT B

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	minimum of \$100 whichever is greater*
¹ value of adjacent land (in area, sq ft) according to the County Assessor records	

Encroachment Right-of-Way Permits		2017 8 Fee
Application fee (includes 1 hour review and 1 hour inspection)		\$202 208
Review fee in excess of 1 hour		\$101/hour Hourly
Inspection fee in excess of 1 hour		\$101/hour Hourly
Use fee		Fee = (use area) x value ¹ x No. of Years x 12% or a minimum of \$100 whichever is greater
¹ value of adjacent land (in area, sq ft) according to the County Assessor records		

Utility franchise Right-of-Way Permits*		2017 8 Fee
Application fee		\$202 208
Review fee		\$101/hour Hourly
Inspection fee		\$101/hour Hourly
Use fee		No fee
Violation of Work Hours		\$500

Annual Use Payment for Use of Right-of-Way*		2017 8 Fee
Type of Equipment/Facility within the right-of-way		
Separate support structure (such as a monopole or lattice) used solely for wireless antenna, with antenna/receiver transmitter and/or equipment cabinet		\$5,000/year
Antenna/receiver transmitter (on an existing or replacement pole) and equipment cabinet		\$3,000/year
Antenna/receiver transmitter (on an existing or replacement pole) or equipment cabinet, but not both		\$2,000/year

State Route 522 driveway connection permit*		2017 8 Fee
Fee structure. The following nonrefundable fee structure is established for the processing, review and inspection of the connection permit application. A description of each category can be found in section 12.85.040 of the KMC. Due to the potential complexity of Category II and Category III connection proposals, and required mitigation measures that may involve construction on SR 522, the city may require a developer agreement in addition to the connection permit. The developer agreement may include, but is not limited to: plans; specifications; maintenance requirements; bonding requirements; inspection requirements; division of costs by the parties, where applicable; and provisions for payment by the applicant of actual costs incurred by the city in the review and administration of the applicant's proposal that exceed the required base fees in the following schedule:		
Category I – Base fee for one connection:		
• Agricultural, forest, utility operation and maintenance		\$50
• Residential dwelling units (up to 10)- single connection		\$50/dwelling
• Other, with 100 average weekday vehicle trip ends		\$500
• Fee per additional connection point		\$50
Category II – Base fee for one connection:		

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EXHIBIT B

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• Less than 1,000 average weekday vehicle trip ends	\$1,000
• 1,000 to 1,500 average weekday vehicle trip ends	\$1,500
• Fee per additional connection point	\$250
Category III - Base fee for one connection:	
• 1,500 to 2,500 average weekday vehicle trip ends	\$2,500
• Over 2,500 average weekday vehicle trip ends	\$4,000
• Fee per additional connection point	\$1,000
Category IV – Base fee per connection:	\$100
Surety Bond. Prior to the beginning of construction of any connection, the city may require the permit holder to provide a surety bond as specified in WAC 468-34-020(3).	

Special Event Permit	201778 Fee
Application fee	\$100*

Memorial Sign	201778 Fee
Application fee and sign	\$300*

5. ANIMAL CARE AND CONTROL

Animal License and Registration	201778 Fee
Pet license – dog or cat	
Unaltered	\$60
Altered	\$30
Juvenile pet license – dog or cat	\$15
Discounted pet license – dog or cat	\$15
Replacement tag	\$5
Transfer fee	\$3
Guard dog registration	\$100
Exotic pet	
New	\$500
Renewal	\$250
Service animal	No fee
K-9 police dog	No fee
Late fees	
Received 45-90 days following license expiration	\$15
Received 90-135 days following license expiration	\$20
Received more than 135 days following license expiration	\$30
Received more than 365 days following license expiration	\$30 plus license fee(s) for any previous year pet was unlicensed

Animal Business and Activity Permits	201778 Fee
Hobby kennel and hobby cattery license	\$50
Private animal placement permit	No fee

Civil Penalties	201778 Fee
General	

City of Kenmore, Washington – 201~~7~~⁸ Fee Schedule cont.

EXHIBIT B

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No previous similar code violation within one year	\$50
One previous similar code violation within one year	\$100
Two previous similar code violation within one year	Double the rate of the previous penalty, up to a maximum of \$1,000.
Vicious animal or animal cruelty violations	
First violation within one year	\$500
Subsequent violations within one year	\$1,000
Dog leash law violations	
First violation within one year	\$25
Additional violation within one year	\$50
Animal abandonment	\$500
Unlicensed cat or dog	
Altered cat or dog	\$125
Unaltered cat or dog	\$250

Service Fees	201 7 ⁸ Fee
Adoptions –including licensing and spaying or neutering or the animal	\$75-\$250 based upon adoptability/animal
Spay or neutering deposit	\$150/animal
Impound or redemption – dogs, cats or other small animals	
First impound within one year	\$45
Second impound within one year	\$85
Third impound within one year	\$125
Impound or redemption – livestock, small	\$45
Impound or redemption – livestock, large	\$45 or actual cost of sheltering, whichever is greater
Kenneling at King County animal shelter – per 24 hours or portion thereof in-field pick-up of an owner's deceased unlicensed pet or pick-up of an unlicensed pet released voluntarily to the regional animal service section.	\$20
Owner-requested euthanasia (unlicensed pets)	\$50
Optional micro-chipping for adopted pets	\$25

6. MISCELLANEOUS

Type	201 7 ⁸ Fee
Credit Card Service Fee	3%
NSF (insufficient check)	\$25
Reports, copies, maps, etc.	
Standard size black and white copies (standard size are 8 ½" x 11", 8 ½" x 14", and 11" x 17")	\$0.15/page
Standard size color copies	\$0.20/page
Oversized documents such as building plans and maps	Actual cost charged by outside vendor

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Large copy jobs	Actual cost charged by outside vendor
Records copied to CD or DVD	\$1 per CD or DVD
Records copied to thumb/flash drive	Actual cost of supplies
Scanned Copies (converting from paper to electronic)	No charge for first 10 pages > 11 pages \$0.10/page
Mailing envelopes or packaging and postage	Actual cost of supplies and postage
Recording documents	Actual costs or \$100 minimum, whichever is greater
Use of City owned property, other than right-of-way, for event parking, storage or similar use	\$100/day
City Sponsored Event - Vendor Fees	
Food Vendor	\$30/day
Craft Vendor	\$30/day
Non-Profit Booth or Vendor	\$10/day
Public Safety Fees	
First three false alarms	No fee
Fourth and fifth false alarms	\$50 each
Sixth and additional false alarms	\$100 each
<u>Rhododendron Park Shelter Rental Fee</u>	
<u>Kenmore Residents all day</u>	<u>\$120</u>
<u>Kenmore Residents half day</u>	<u>\$60</u>
<u>Non-Kenmore Residents all day</u>	<u>\$160</u>
<u>Non-Kenmore Residents half day</u>	<u>\$80</u>

EXHIBIT C



City of Kenmore

Development
Services Fee Study

May 2017



FCS GROUP

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May 30, 2017

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

Subject: Development Services Fee Study

Dear Mr. Hampson:

Attached is our final report on the results of our Development Services Fee Study. We want to thank you and all the City staff for their assistance and participation in helping us gather information for the study. If you have any questions, please feel free to contact me at (425) 867-1802 extension 228.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Moy", written in a cursive style.

Peter Moy
Principal

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Current Planning3

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Building 1

Current Planning2

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Building 1

Current Planning3



CHAPTER I: INTRODUCTION

The City of Kenmore's Development Services Department (DSD) initiated a cost of service study for its building and current planning permitting and inspection functions to determine the cost of services and the City's cost recovery for its development permits and services. To help the City understand the full cost of service and cost recovery related to its building and planning permit services, DSD engaged FCS GROUP to perform a cost of service and fee study. This cost of service and fee study identifies the City's labor and non-labor resources, establishes the full cost of service for fee-related activities provided by the Development Services Department, determines the City's cost recovery rate, and establishes a framework for cost recovery policies and funding reserve recommendations related to its development permitting functions.

The approach used to conduct the study involved the following:

- ♦ Working with the DSD management and staff who are involved with fee and non-fee related services for building and current planning,
- ♦ Analyzing 2015 timekeeping and financial documentation and data associated with development related services and fees,
- ♦ Working with DSD staff to analyze the existing fee structures and to estimate the direct labor time needed to provide each development related service and/or fee,
- ♦ Reviewing with DSD management and staff the direct and indirect labor estimates, non-labor and overhead cost allocation results, the cost of service analysis, and the cost recovery results,
- ♦ Having DSD management and staff review the cost of service and cost recovery for each fee, and
- ♦ Presenting the cost of service analysis and cost recovery results to the City Council.

The process used for collecting and analyzing the data required active participation by City staff. We want to take the opportunity to recognize the time, participation, and effort that all DSD and Engineering staff devoted to the study and to scheduling and organizing the meetings.

DEVELOPMENT SERVICES DEPARTMENT BACKGROUND

The Development Services Department is responsible for oversight of proposed development and permitting throughout the City. DSD's mission is to implement the City Council's vision of providing a safe and pleasant community while improving the community's quality of life. To accomplish its mission, DSD has six core functions:

- ♦ Permit intake and management,
- ♦ Development review team meetings,
- ♦ Permit review,
- ♦ Construction inspections,
- ♦ Monitoring projects after completion, and
- ♦ Code compliance.

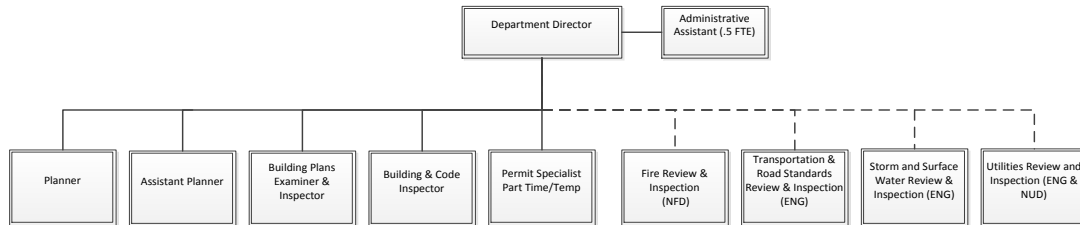


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For 2015 there were seven DSD and one Public Works staff that support these core functions as shown in Exhibit 1.

**Exhibit 1
2015 DSD Organizational Chart***

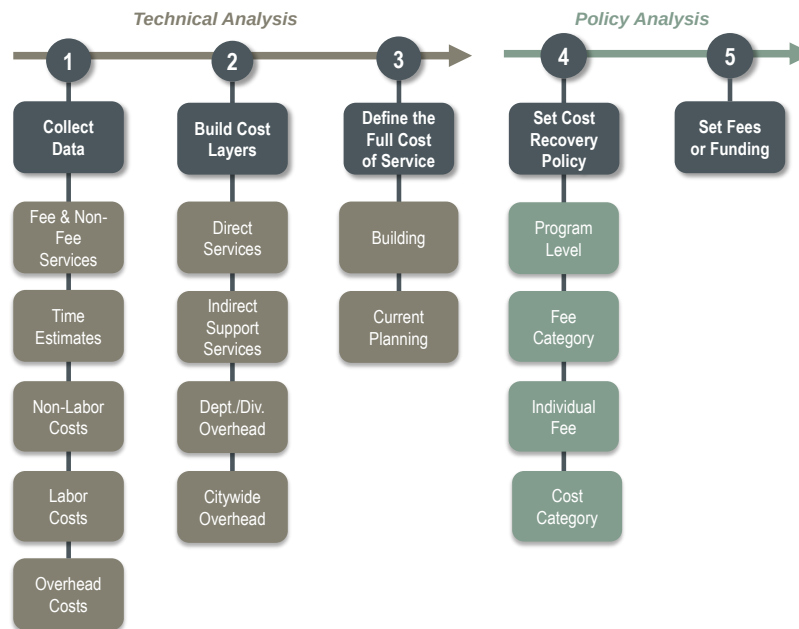


The DSD is a General Fund department and is supported by both fees and the City's General Fund. The 2016 budget is \$823,321, which includes \$631,010 in personnel costs and \$192,311 for other operating costs.

CHAPTER II: COST OF SERVICE AND FEE METHODOLOGY

To determine the cost of service and the appropriate fees, a defined task plan was followed as outlined below in Exhibit 2. The methodology identifies both the labor and non-labor resources that are required to perform the services and analyzes the cost of service for each of the fee and non-fee services performed by DSD's building and current planning staff and Public Works' Engineering staff. The analysis provides the City's elected officials, management, and DSD staff the opportunity to determine the cost basis for the services and the fees.

Exhibit 2
Cost of Service and Fee Methodology



STEP 1: COLLECT DATA

The data collection phase is the critical step that establishes the parameters of the cost of service and fee analyses. Data needs include a listing of services, time estimates, and costs. The first part of the data collection process involved taking an inventory of the different DSD services that should be included in

the study. Based on interviews with the City staff and the City's current fee schedules, fee and non-fee services were identified as well as the indirect support activities related to the overall DSD operations.

Appendix A shows a list of current fee services by fee group. Because the fees and fee structures have generally not changed since the City was incorporated in 1998, the review of the different fees also presented the City with an opportunity to evaluate the different fees and fee structures to determine if they were still applicable to the City's development activity and land uses. The next chapter will further identify any proposed fee and structure changes. Also included in Appendix A is the list of original fees, and those fees no longer deemed applicable are shown with a strike-through. In total, 149 fees were removed or edited; equivalent to 50% of the original fees. Exhibits 3 and 4 list the fixed fee service categories that DSD included in the study. Valuation based building fees are not included as part of the individual fee analysis because the fees are not based on the amount of time and effort spent performing the work. Asterisked (*) services represent non-fee services that DSD also wanted to include in the cost of service analysis.

Exhibit 3 Building Fee Service Categories

Building

- ♦ Building code change in use or occupancy – minimum 2 hour
- ♦ Mobile homes, mobile home – permit
- ♦ Mobile homes, temporary mobile home – permit
- ♦ Mobile homes, temporary mobile home for hardship – permit
- ♦ Mobile homes, non-insignia mobile home – inspection
- ♦ Re-roof permit, single family residential
- ♦ Re-roof permit, commercial and multi-family
- ♦ Special review of oversized buildings
- ♦ Condominium conversion review
- ♦ Special plan review
- ♦ Pre-inspections, fire or flood damage
- ♦ Pre-inspections, minimum housing or other code compliance
- ♦ Pre-inspections, relocation of structures
- ♦ Demolition inspection
- ♦ Re-inspection (Ordinance 00-0098)
- ♦ Inspections outside of normal hours
- ♦ Inspections for which no fee is specifically indicated
- ♦ Billboard alteration or relocation site review
- ♦ Certification of permit completion
- ♦ Extension and renewal, final inspections

Plumbing

- ♦ Plumbing, new one and two-family dwellings and townhouses – per dwelling
- ♦ Plumbing, alterations or additions to one and two-family dwellings and townhouses

Mechanical

- ♦ Mechanical, new one and two-family dwellings and townhouses – per dwelling
- ♦ Mechanical, alterations or additions to one and two-family dwellings and townhouses – base fee
- ♦ Alterations or additions to one and two-family dwellings and townhouses, furnaces, installation or relocation of forced air or gravity
- ♦ Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of floor furnace including vent
- ♦ Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater



- ◆ Repairs, alterations and additions, each heating appliance, refrigeration unit, cooling unit, absorption unit, or system, including installation of controls regulated by the Mechanical Code
- ◆ Boilers compressors and absorption systems, installation and relocation
- ◆ Air handlers
- ◆ Evaporative coolers
- ◆ Ventilation and exhaust
- ◆ Incinerators, installation or relocation, domestic-type
- ◆ Incinerators, installation or relocation, commercial or industrial-type – each
- ◆ Gas piping
- ◆ Miscellaneous appliance regulated by mechanical code
- ◆ Miscellaneous, gas water heater

Other

- ◆ *Expedited Plan Review

Exhibit 4
Planning Fee Service Categories

General Fees

- ◆ Site plan application fee
- ◆ Construction permit site plan review
- ◆ Landscape and tree management plan review
- ◆ Landscape and tree management inspections
- ◆ Additional excessive reviews and inspection fees

Pre-Application

- ◆ Pre-application review

Zoning and Land Use

- ◆ Request for site specific rezone
- ◆ Conditional use permits and special use permits,
- ◆ Variances
- ◆ Boundary line adjustment
- ◆ Communications facility application fee
- ◆ Accessory dwelling unit
- ◆ Change of use (zoning only)
- ◆ Reuse of closed public school facilities
- ◆ Land use inspections
- ◆ Reasonable use exception
- ◆ Public agency and utility exception
- ◆ Zoning letter inquiry / request
- ◆ Design review
- ◆ Temporary Use Permit
- ◆ Public notice mailing fee

Subdivision – Preliminary Application Review

- ◆ Preliminary short subdivisions, short subdivision
- ◆ Preliminary subdivisions, initial application
- ◆ Binding site plan, building permit, as-built or site plan review based plan
- ◆ Binding site plan



Shoreline Management Permit

- ◆ Shoreline, substantial development
- ◆ Shoreline, single family joint-use dock
- ◆ Shoreline conditional use permit
- ◆ Shoreline variance
- ◆ Shoreline re-designation
- ◆ Shoreline review of other permits or approval for conditions
- ◆ Shoreline exemption
- ◆ Shoreline, supplemental fees

Special Reviews

- ◆ State Environmental Policy Act (SEPA) review, environmental checklist
- ◆ SEPA supplemental Determination of Non-significance (DNS), Mitigated Determination of Non-significance (MDNS), or Determination of Significance (DS) review
- ◆ SEPA MDNS – deposit
- ◆ SEPA EIS – deposit as % of total estimated cost
- ◆ SEPA Draft Environmental Impact Statement (DIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing, editing, publishing, mailing, distributing and contract administration
- ◆ SEPA Post MDNS, DEIS, FEIS or SEIS publication work preparing or consulting on staff reports, permit conditions or public hearing testimony – per hour
- ◆ Critical areas review,
- ◆ Critical areas inspection
- ◆ Inspection and monitoring
- ◆ Appeals to hearing examiner from decisions of the City
- ◆ Departmental review of non-departmental permits
- ◆ Review and monitoring of master drainage plans
- ◆ Legal lot status request

Other

- ◆ *Addressing

Estimating Time for Fee Services

A major data collection effort included gathering time data to determine the number of hours worked per employee to provide fee and non-fee services. To help identify the staff time spent and the costs associated with the different services, the time and costs were divided into the three broad categories. Using 2015 timesheet and expense data provided by the City, we identified and divided the time and costs into three major categories.

Direct Services - These are services provided that can be directed to a specific activity such as processing a shoreline permit. Direct services are divided into two categories; direct fee time and direct non-fee time. Direct fee times are specific activities related directly to development fee services. Direct non-fee time, such as code development and long range planning, are specific direct activities but are not related to a fee.

Indirect Services - These indirect services support direct services such as customer information, training, and general administration. These activities cannot be assigned to a specific project, application, activity, or request. However, for this analysis, the staff time sheets only categorized the indirect staff time as administrative services so it is assumed that all indirect support services were included in the administrative services category.



Overhead Services - Overhead services include Department management and staff costs as well as any general departmental non-labor costs. The costs of these overhead services were allocated to each fee category (i.e. building and planning) and then allocated between fee and non-fee services in each category based on the proportion of direct fee hours and direct non-fee hours.

Labor costs were based on actual 2015 salary, wages, and benefits. Hours worked as recorded on the timesheet were used when available, and an assumption of 2,080 total annual hours was used for full time employees (FTEs) as an estimate when timesheet data was unavailable. Because the DSD staff tracks their time in broad categories, the time spent on services for each fee group (e.g. Building and Planning) was identified for 2015. Employee time distributions can be found in Appendix B. These estimates were used to divide staff time between the services discussed above and were ultimately used to calculate hourly rates used to determine fee service labor costs.

Non-labor costs were also collected for these services. Dividing the non-labor costs between services and fee categories (Building, Planning, and Administration) is explained further in Step 2: Build Cost Layers.

STEP 2: BUILD COST LAYERS

The next stage in the process was to develop the cost layers for each applicable cost category (direct, indirect, and overhead) that is associated with direct services. The design and structure for the analytical model were based on the services and activities identified in Step 1 that were associated with the three service categories: direct, indirect, and overhead services. These three cost layers were developed for each fee category and the cost layers were divided into two components: labor and non-labor.

Labor Cost Components

To build the labor cost component, the staff time allocations for each activity in the major categories (i.e. direct, indirect, and overhead) were first priced at each individual staff member's loaded hourly rate. The loaded hourly rate for one staff member equals the person's annual salary and benefits divided by the available work hours (i.e. total annual hours minus leave). The labor costs associated with each cost category represent the number of hours spent in each category multiplied by each staff member's hourly rate. The indirect labor costs were also then allocated between direct fee and non-fee services based on the proportion of time spent on each group. For example, if 75% of staff time is spent on direct fee services, then 75% of indirect administrative labor costs is attributed to direct fee services. This step ensures that the cost layers do not over or under represent fee or non-fee times.

Non-Labor Cost Components

After the labor costs for each staff member and each service were calculated, the non-labor costs for DSD were analyzed. The non-labor costs in each group were allocated to the different cost categories and DSD's fee and non-fee services. If a non-labor cost can be associated exclusively to a fee category, all of those costs go directly to direct cost of the service. If the non-labor costs are shared, they are divided based on the proportion of hours in each cost category.

Allocating Overhead Cost between Fee Categories

Department overhead costs consisting of the DSD Director and the administrative time and costs were allocated based on number of FTE's in each DSD division. These costs were distributed within the Building and Planning fee categories as Department overhead costs for both fee services and non-fee services in proportion to the total number of direct hours spent per type of service. For the permit intake staff, their time and costs were allocated based on the proportion of permits for all three fee categories and is also included as part of the Department overhead costs.



Fully Loaded Hourly Rates

Once developed, the cost layers are added together to calculate a fully loaded hourly rate for each staff member. This rate is not just the cost of salary and benefits, but also the cost of indirect support, overhead support, and materials. Exhibit 5 shows the average loaded hourly rates by position. The calculated 2015 average hourly rate was \$127.69 per hour for all positions.

Exhibit 5
Fully Loaded Hourly Rates by Position

Planner	\$142.45
Assistant Planner	\$129.88
Capital Project Manager	\$ 92.80
Building Inspector / Plans Examiner	\$145.62
Permit Specialist	\$ 24.96*

*Only represents the salary and benefit cost because the cost of the permits specialist is included as part of the other staff's hourly rates.

The relatively low hourly rate for the Capital Project Manager position is because there are no allocated overhead and non-labor costs associated with this position in Public Works. Additionally, loaded hourly rates for administrative staff are not included on this list since those costs are already included as part of the loaded rates. However, when administrative staff has time on fees, an hourly rate that includes just salary and benefits is used.

STEP 3: DETERMINE THE FULL COST OF SERVICE

After establishing the different cost layers, the full cost of service was calculated. The full cost of service is calculated for the entire fee category (Building and Planning) as well as for the individual fee services in each category. The initial steps of the cost of service analysis were focused on taking each fee category's 2015 cost of operations and distributing those costs among the different service categories and components to establish the cost layers that ultimately make up each fee category's total cost. This is important for comparing the total cost of a program to its revenue. For example, by taking the total direct costs spent on Planning fee services and adding the associated indirect and overhead costs, the full cost of fee services for Planning is calculated. This is crucial for understanding the true overall cost of providing a specific fee services.

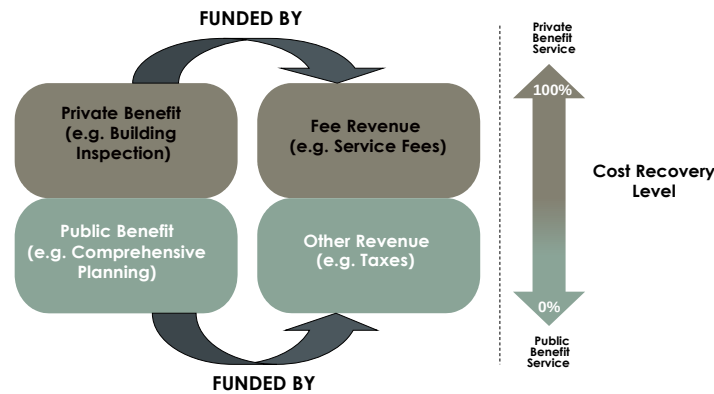
In addition to the overall cost of service for a fee category, the cost of each individual fee service provided in a fee category was determined. Fee related activities such as staff review, correction cycles, and permit close-out were identified for each fee service, and the time spent on such activities by all the different staff was estimated. To determine how much time is spent providing each individual fee service, staff focus groups were held to discuss the amount of time each position spent processing the various permits. Based on the current fees and any additional new fees, each fee service was discussed and the processing times by position class were identified.

The cost for each Building and Planning fee service was calculated by applying the fully loaded hourly rates for each individual staff member to their estimated time spent on an individual permit. The total processing times for the current and potential fees can be found in Appendix C. The final list of fees shown in Appendix C is substantially different than the original fee list in Appendix A because the staff believed that many of the current fees are no longer applicable or can be consolidated within a revised fee structure.



STEP 4: SET COST RECOVERY OBJECTIVES

Once the full cost of service was identified and the hourly rates established, the next step is to identify the cost recovery levels and to establish cost recovery objectives. The total costs of the various fee categories were compared to the fees charged or to the overall revenue generated by each program to determine the level of cost recovery (e.g. percentage of full costs compared to revenue generated). When services cost more than the revenue generated, funding support from the General Fund or other funds is needed to cover the gap between the costs and revenues. Cost recovery objectives are policy decisions that can be based on factors such as the relative public or private benefit provided by the service. If an activity has a public benefit, it might be more appropriately supported by the General Fund. Conversely, if an activity has mostly private benefits, it might be more appropriately supported by fees. Activities that have a mix of public and private benefits might be supported by a combination of fees and General Fund. This is an important concept that should be considered when determining the level of cost recovery and can be especially true for current planning fees. The amount of cost recovery is a policy decision that is generally made by the City Council.



STEP 5: SET FEES

The final step of the cost of service and fee analysis is to calculate the fees based on the cost recovery policies. To calculate the fees, the amount of time spent to provide each fee service was established. Fees are not always set at the fully analyzed cost recovery level. Other considerations in fee setting besides the private versus public benefit considerations include key questions such as:

- ◆ Is it feasible to set fees at the calculated level?
- ◆ Will increasing fees result in compliance or public safety problems?
- ◆ Can the market bear the fee increases?
- ◆ Do adjustments in fees adversely affect other City goals?
- ◆ Are there feasible process changes that might bring costs into better balance with revenues?

CHAPTER III: COST OF SERVICE AND COST RECOVERY ANALYSIS

Based on the methodology described in the prior chapter, the estimated 2015 full cost of service for all of DSD's development fee services were developed as well as the full cost for all non-fee supported services. This cost of service analysis shows costs in two ways:

1. The cost of service for the overall fee category (i.e. how much does it cost to provide building and planning fee services?).
2. The cost per individual fee such as what is the full cost of a particular fee service such as an accessory dwelling unit review.

The overall 2015 cost of service per fee category is comprised of direct, indirect, and overhead cost layers as they relate to fee services. Each cost layer has the associated labor and non-labor costs. Labor costs were based on actual timesheet data provided by staff. Timesheet information by function (Building and Planning) was categorized with staff input to accurately determine the time spent on fee and non-fee services. Indirect and overhead costs were appropriately allocated based on the hours worked.

The cost recovery for a fee category is based on the fee revenues received for 2015. For overall cost recovery, it is important to account for carryover permit revenue: fee revenue that is realized in one year but the expenses are not incurred until the following year or years. For example, if 20 permit applications are submitted in a particular year but only 10 were approved or closed, the fee revenue for the 10 permits completed has been earned but the expenses for the 10 uncompleted permits might not be incurred until the next year. The revenue from these 10 uncompleted permits should be carried over into the next year and shown as carryover revenue in 2015. Due to a change the permitting systems and data gathering between 2015 and 2016, we were unable to calculate carryover revenue for 2015. However, future analysis can use currently collected data to estimate carryover permit revenue.

Because the cost of service was calculated for each individual fee, the 2015 cost of service can be compared to the 2015 fee charged. The list of fees used for calculating the cost of service is reflected in Appendix A, or the updated fee list. Cost recovery for eliminated fees is not provided. The cost recovery analysis was not performed for valuation-based permits at a detailed level (primarily Building related revenues) because these fees are not based on the amount of time needed to process the permits.

BUILDING COST OF SERVICE AND RECOVERY

The overall cost for providing building permitting services in 2015 was \$285,528. Exhibit 6 shows that direct services comprised almost 50% of costs while administrative and Department overhead costs represented 13% and 37%, respectively.

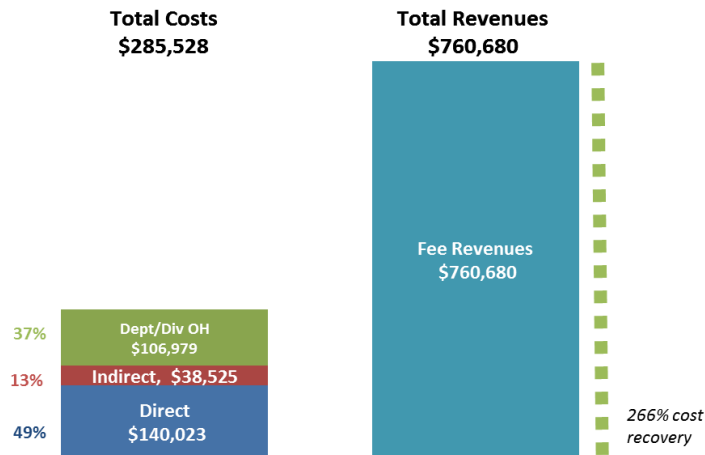


Exhibit 6
2015 Full Cost of Service for Current Building Services

<i>Building and Inspection</i>		Annual Cost Components		Total Costs	% of Total Costs
Direct Costs		Labor Costs	Non-Labor Costs		
	Total Direct Services	\$ 123,528	\$ 16,495	\$ 140,023	49%
Indirect Costs	Contract Services	\$ -	\$ -	\$ -	-
	Subtotal Direct Costs	\$ 123,528	\$ 16,495	\$ 140,023	49%
Overhead Costs	Administrative	\$ 34,226	\$ 4,299	\$ 38,525	13%
	Subtotal Indirect Costs	\$ 34,226	\$ 4,299	\$ 38,525	13%
Overhead Costs	Department Administration OH - Fee Related	\$ 67,987	\$ 38,993	\$ 106,979	37%
	Subtotal Overhead Costs	\$ 67,987	\$ 38,993	\$ 106,979	37%
Total Building and Inspection Costs		\$ 225,742	\$ 59,787	\$ 285,528	100%

In Exhibit 7, the cost recovery analysis for building services showed that the reported revenues of \$760,680 were greater than the total costs of providing building related fee services by almost \$500,000.

Exhibit 7
2015 Cost Recovery for Building Services*



*Includes all revenues received, but does not identify revenues that should be carried over into the next year or future years.

Although the 2015 cost recovery analysis shows that collected revenues were greater than costs, it should be noted that when payments are made to the City for building services, the customer does not always receive the services immediately or even within the same year. The City accounts for the



revenue in the year it is paid even though the City might not provide all the services for a year or more later because plans might be submitted near the end of the year or construction projects will often last longer than a year. As a result, the City's 2015 DSD budget report only shows the revenue paid, which makes it appear that the 2015 building fee services earned more revenue than the costs associated with those services. The City's data on when plans and permits are submitted and finally approved did not provide sufficient detail to determine the progress on permit services carried into the next year and to calculate a carryover revenue amount. The City staff noted that several large projects were submitted and in progress in 2015.

Individual Fixed Building Fees

Exhibit 8 shows the cost recovery for individual fixed fees for building services. Fee services that are hourly are included in this list; however, these will not show a cost recovery percentage since they are based on the actual time spent on a fee service. Only two of the fees actually have a current cost recovery level higher than the current fee. Items in ***bold and italics*** indicate a potentially new or reworded fee.

Exhibit 8
Individual Building Fee Cost Recovery Analysis

Fee Services for Building and Inspection	Cost of Service	Current Fee	Cost Recovery (%)
Mobile homes, mobile home – permit	\$930	\$218	23%
Mobile homes, temporary mobile home – permit	\$865	\$266	31%
Mobile homes, temporary mobile home for hardship – permit	\$930	\$266	29%
Mobile homes, non-insignia mobile home – inspection	\$742	\$266	36%
Re-roof permit, single family residential	\$207	\$95	46%
Re-roof permit, commercial and multi-family	<i>Based on Value</i>		
Condominium conversion review, 1 to 30 units – project fee	\$1,831	\$674	37%
Condominium conversion review, 31 to 99 units – project fee	\$2,069	\$1,683	81%
Condominium conversion review, 100 or more units – project fee	\$2,806	\$3,369	120%
Condominium conversion review, per unit fee	\$312	\$336	108%
Special plan review	<i>Hourly</i>		
<i>Pre-inspections, fire or flood damage, under 5,000 sq. ft.</i>	\$408	\$314	77%
<i>Pre-inspections, fire or flood damage, over 5,000 sq. ft. - hourly</i>	<i>Hourly</i>		
<i>Pre-inspections, minimum housing or other code compliance, under 5,000 sq. ft.</i>	\$408	\$314	77%
<i>Pre-inspections, minimum housing or other code compliance, over 5,000 sq. ft.- hourly</i>	<i>Hourly</i>		
<i>Pre-inspections, relocation of structures, under 5,000 sq. ft.</i>	\$335	\$314	94%
<i>Pre-inspections, relocation of structures, over 5,000 sq. ft. - hourly</i>	<i>Hourly</i>		
Demolition inspection	\$335	\$95	28%
Re-inspection (Ordinance 00-0098)	<i>Hourly</i>		
Inspections outside of normal hours	<i>Overtime Hourly</i>		
Inspections for which no fee is specifically indicated	<i>Hourly</i>		
<i>Extension and renewal</i>	\$119	\$101	85%
Plumbing, new one and two-family dwellings and townhouses – per dwelling	\$794	\$227	29%



Fee Services for Building and Inspection	Cost of Service	Current Fee	Cost Recovery (%)
Plumbing, alterations or additions to one and two-family dwellings and townhouses – base fee	\$116	\$24	21%
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per trap	\$12	\$10	86%
<i>Plumbing, alterations or additions to one and two-family dwellings and townhouses – per roof drain or footing drain</i>	\$12	\$10	86%
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per electric water heater	\$36	\$10	27%
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per alteration or repair of water piping or water treating equipment	\$73	\$10	14%
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per back flow device	\$73	\$10	14%
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per other	\$12	\$10	86%
Mechanical, new one and two-family dwellings and townhouses – per dwelling	\$371	\$227	61%
Mechanical, alterations or additions to one and two-family dwellings and townhouses – base fee	\$116	\$24	21%
<i>Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of forced air or gravity type furnace</i>	\$146	\$15	10%
Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of floor furnace including vent	\$73	\$15	21%
Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater	\$73	\$15	21%
Appliance vent installation, relocation or replacement – per unit not included in an appliance permit	\$23	\$7	31%
Repairs, alterations and additions, each heating appliance, refrigeration unit, cooling unit, absorption unit, or system, including installation of controls regulated by the Mechanical Code	\$218	\$14	6%
<i>Boilers compressors and absorption systems, installation and relocation</i>	\$291	\$15	5%
<i>Air handlers</i>	\$146	\$11	8%
Ventilation and exhaust, connected to a single duct - each	\$12	\$8	69%
Ventilation and exhaust, not a portion of any heating or air conditioning system authorized by a permit - each	\$12	\$11	94%
Ventilation and exhaust, hood installation - each	\$12	\$11	94%
Incinerators, installation or relocation, domestic-type – each	\$218	\$18	8%
Gas piping – 1 to 5 outlets	\$73	\$11	15%
<i>Gas piping – over 5 outlets per outlet</i>	\$12	\$1	9%
Miscellaneous appliance regulated by mechanical code – each	\$146	\$11	8%
Miscellaneous, gas water heater – each	\$146	\$11	8%
*Expedited plan review - base fee plus actual costs of consultants and/or overtime	\$25	\$0	0%

PLANNING COST OF SERVICE AND RECOVERY

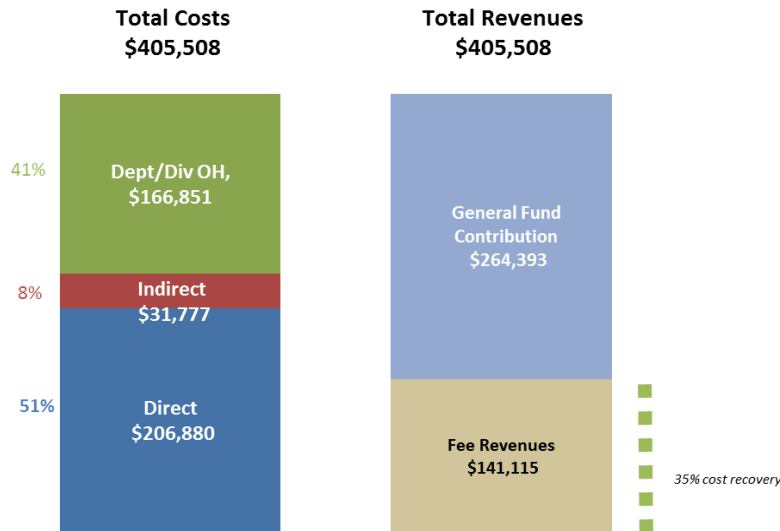
Exhibit 9 shows that the overall cost for providing planning permitting services in 2015 was \$405,508. Direct services comprised about 50% of the costs, similar to building services. Overhead costs comprised the next largest bucket when considering the full cost of service.

Exhibit 9
Full Cost of Service for Current Planning Services

<i>City Planning</i>		Annual Cost Components		Total Costs	% of Total Costs
		Labor Costs	Non-Labor Costs		
Direct Costs	Total Direct Services	\$ 172,459	\$ 10,036	\$ 182,496	45%
	Contract Services	\$ 24,385	\$ 24,385	\$ 24,385	6%
Subtotal Direct Costs		\$ 172,459	\$ 34,421	\$ 206,880	51%
Indirect Costs	Administrative	\$ 30,032	\$ 1,745	\$ 31,777	8%
Subtotal Indirect Costs		30,032	1,745	\$ 31,777	8%
Overhead Costs	Department Administration OH - Fee Related	\$ 98,984	\$ 67,867	\$ 166,851	41%
Subtotal Overhead Costs		\$ 98,984	\$ 67,867	\$ 166,851	41%
Total City Planning Costs		\$ 301,475	\$ 104,033	\$ 405,508	100%

Exhibit 10 shows that only \$141,115 in revenue was generated by planning fees which recovered only 35% of the total costs for planning fee services. With only 35% of costs covered by fee revenues, the General Fund is contributing over \$260,000 towards costs related to planning services fees.

Exhibit 10
2015 Cost Recovery for Planning Services



Individual Fixed Planning Fees

Over 75 individual planning fees were analyzed for their cost of service and their cost recovery as shown in Exhibit 11. An analysis of the individual fee cost recovery reveals a range of cost recovery percentages across the different fees. The majority of fees recover less than 50% of costs needed to process the various types of planning permits. Generally, the higher cost fees such as the Critical Areas Review fee have cost recovery rates over 100%, whereas lower cost fees such as a Change of Use have far lower cost recovery percentages. Of note is the Pre-Application Review. There is currently no fee for this service even though the cost of service is estimated at over \$2,000. As previously mentioned, items in ***bold and italics*** indicate a potentially new or reworded fee.

Exhibit 11
2015 Individual Planning Fee Cost Recovery Analysis

Fee Services for City Planning	Cost of Service	Current Fee	Cost Recovery (%)
<i>Site plan application fee up to \$1m</i>	\$3,191	\$1,090	34%
<i>Site plan application fee greater than \$1m - per \$1m or portion thereof</i>	\$1,095	\$0	0%
Construction permit site plan review	\$110	\$101	92%
Landscape and tree management plan review, initial plan review – 0 to 1 site acre	\$557	\$213	38%
Landscape and tree management plan review, initial plan review – 1 to 2 site acres	\$1,010	\$341	34%
Landscape and tree management plan review, plan revision review	\$390	\$328	84%

Fee Services for City Planning	Cost of Service	Current Fee	Cost Recovery (%)
Landscape and tree management plan review, request for modification (requiring public notice)	\$146	\$680	467%
Landscape and tree management inspections, installation inspection	\$285	\$272	95%
Landscape and tree management inspections, maintenance bond release inspection	\$226	\$272	120%
Additional excessive reviews and inspection fees – by ½ hour	<i>Hourly</i>		
Pre-application review	\$2,421	\$0	0%
Request for site specific rezone	\$2,956	\$3,033	103%
Conditional use permits and special use permits, administrative CUP	\$2,170	\$3,673	169%
Conditional use permits and special use permits, SUP with public hearing	\$2,789	\$8,595	308%
Conditional use permits and special use permits, daycare with 24 children or less	\$1,600	\$1,380	86%
Conditional use permits and special use permits, request for time extension	\$101	\$147	145%
Variances, application review	\$1,586	\$2,527	159%
Variances, request for time extension	\$101	\$147	145%
Boundary line adjustment	\$713	\$580	81%
Communications facility application fee	\$1,700	\$368	22%
Accessory dwelling unit	\$443	\$51	12%
Change of use (zoning only)	\$1,196	\$51	4%
Land use inspections	<i>Hourly</i>		
Reasonable use exception	\$1,547	\$2,527	163%
Public agency and utility exception	\$1,547	\$1,974	128%
Zoning letter inquiry / request	\$207	\$101	49%
Design review	<i>Hourly</i>		
Temporary Use Permit	\$830	\$101	12%
Public notice mailing fee	<i>Charge by postage cost</i>		
Preliminary short subdivisions, short subdivision – base fee	\$529	\$1,123	212%
Preliminary short subdivisions, short subdivision – per lot	\$1,074	\$142	13%
Preliminary short subdivisions, revision to approved preliminary	<i>Hourly</i>		
Preliminary short subdivisions, short subdivision alteration	<i>Hourly</i>		
Preliminary short subdivisions, request for time extension	\$101	\$101	100%
Preliminary subdivisions, initial application 10 lots or more – base fee	\$1,591	\$13,098	823%
Preliminary subdivisions, initial application 10 lots or more – per lot	\$1,301	\$169	13%



Fee Services for City Planning	Cost of Service	Current Fee	Cost Recovery (%)
Preliminary subdivisions, initial application, major revision requiring new public hearing	\$2,946	\$3,909	133%
Preliminary subdivisions, minor revisions submitted after preliminary approval	\$881	\$935	106%
Preliminary subdivisions, request for time extension	\$101	\$101	100%
Preliminary subdivisions, subdivision alterations or vacations – with public hearing	\$3,706	\$3,929	106%
Preliminary subdivisions, subdivision alterations or vacations – without public hearing	\$1,800	\$1,965	109%
Binding site plan, building permit, as-built or site plan review based plan	\$2,837	\$4,915	173%
Binding site plan, conceptual plan	\$2,738	\$5,796	212%
Binding site plan, revision to a preliminary approved plan	\$1,275	\$1,124	88%
Binding site plan, revision to a final binding site plan	\$1,418	\$2,018	142%
Shoreline, substantial development permit – up to \$100,000	\$2,053	\$2,588	126%
Shoreline, substantial development permit - over \$100,000, hourly	<i>Hourly</i>		
Shoreline, single family joint-use dock	\$1,821	\$2,588	142%
Shoreline conditional use permit, non-forest practices	\$2,613	\$7,298	279%
Shoreline variance – up to \$100,000 project value	\$2,613	\$2,190	84%
Shoreline variance – over \$100,000 hourly	<i>Hourly</i>		
Shoreline re-designation, base fee	\$3,477	\$14,597	420%
Shoreline review of other permits or approval for conditions	\$390	\$179	46%
Shoreline exemption	\$991	\$279	28%
Shoreline, supplemental fees, request for an extension of a permit - % of original permit	<i>% Original Permit</i>		
Shoreline, supplemental fees, permit revision - % of original permit	<i>% Original Permit</i>		
Shoreline, supplemental fees, surcharge when public hearing is required - minimum fee	\$818	\$2,070	253%
Shoreline, supplemental fees, permit compliance inspections – per hour	<i>Hourly</i>		
Shoreline, supplemental fees, permit compliance inspections – per mile	<i>Per Mile</i>		
State Environmental Policy Act (SEPA) review, environmental checklist – Base Fee	\$1,811	\$601	33%
SEPA supplemental Determination of Non-significance (DNS), Mitigated Determination of Non-significance (MDNS), or Determination of Significance (DS) review	<i>Hourly</i>		
SEPA EIS – deposit as % of total estimated cost	<i>% Cost</i>		



Fee Services for City Planning	Cost of Service	Current Fee	Cost Recovery (%)
SEPA Draft Environmental Impact Statement (DIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing, editing, publishing, mailing, distributing and contract administration	<i>Hourly</i>		
SEPA Post MDNS, DEIS, FEIS or SEIS publication work preparing or consulting on staff reports, permit conditions or public hearing testimony – per hour	<i>Hourly</i>		
Critical areas review, review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments and right-of-way use permits – Site review base fee plus hourly	\$1,567	\$1,011	64%
Critical areas review, review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits, and unclassified use permits boundary line adjustments and right-of-way use permits – Site review base fee plus hourly fee	\$1,567	\$1,011	64%
Critical areas review, flood plain determination – certificate of elevation	\$465	\$101	22%
Critical areas review, flood plain determination – per hour	<i>Hourly</i>		
Critical areas review, review of mitigation plan compliance – per hour	<i>Hourly</i>		
Critical areas inspection – per hour	<i>Hourly</i>		
Inspection and monitoring – per hour	<i>Hourly</i>		
Appeals to hearing examiner from decisions of the City	\$3,581	\$126	4%
Departmental review of non-departmental permits	<i>Hourly</i>		
Review and monitoring of master drainage plans – per hour	<i>Hourly</i>		
Legal lot status request	\$467	\$202	43%
*Addressing	\$142	\$0	0%

CHAPTER IV: FEE SURVEY

To determine how the City's fees compare to similar and neighboring cities, DSD's fees were compared to fees for Bothell, Kirkland, Lake Forest Park, Shoreline, and Mill Creek. The cities were selected based on input from DSD staff. It should be noted that only the fee schedules were used, and further research might be needed to determine whether the jurisdiction is fully recovering its costs or has policies that allow less than full cost recovery.

For building fees, Kenmore's plan review and building permit fees were compared with the five selected jurisdictions based on average construction valuations for a new single family residence, single family remodel, new commercial, new multifamily, and various levels of tenant improvements. Overall, the City had the lowest building related fees for all types of construction except for new commercial and new multifamily construction.

The City's most common planning fees were also compared to the five jurisdictions mentioned. These fees are preliminary short subdivision, SEPA checklist review, and shoreline substantial development fees. Of these three types of fees, the City had the second lowest current fee for the preliminary short subdivision and the lowest shoreline substantial development for a \$100,000 development, and the third highest current fee for a SEPA checklist review. Fee comparisons are limited here due to the need to compare "apples to apples". If a common fee in Kenmore did not exist in a compared jurisdiction, it was not used for the analysis.

VALUATION-BASED BUILDING FEES

Exhibit 12
Building Fees for Single Family Residential

New Single Family Residential Valued at \$371,645

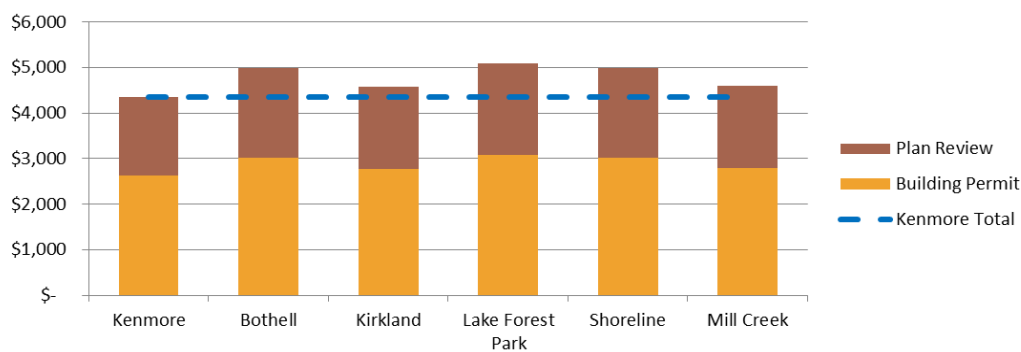


Exhibit 13
Building Fees for Single Family Remodel
Single Family Remodel Valued at \$40,991

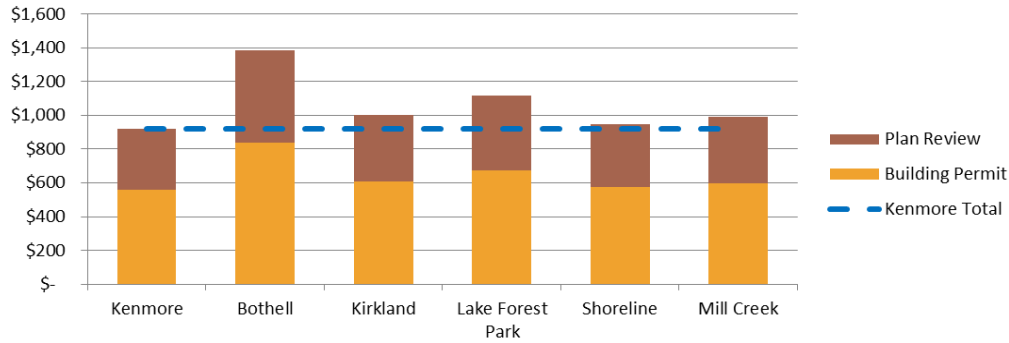


Exhibit 14
Building Fees for New Commercial
New Commercial Valued at \$3,252,738

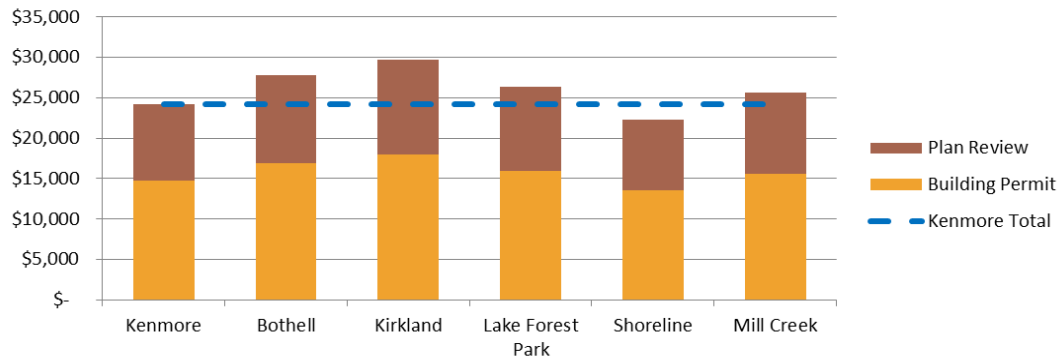


Exhibit 15
Building Fees for New Multifamily
New Multifamily Valued at \$1,849,585

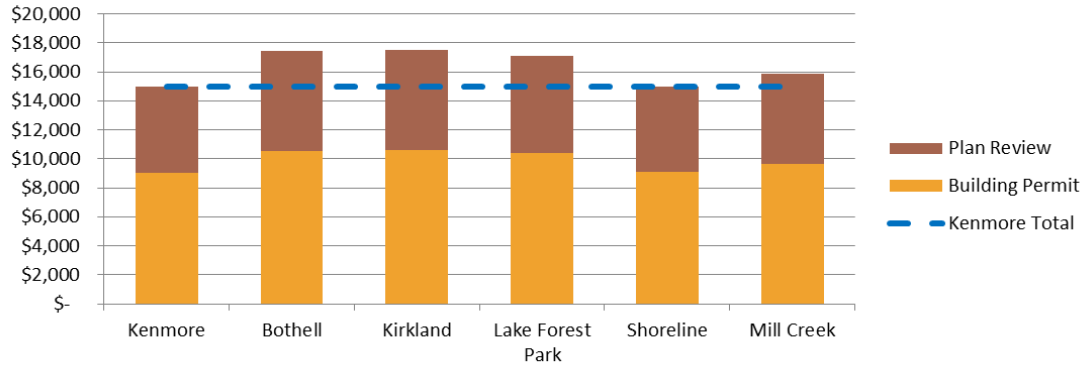


Exhibit 16
Building Fees for Commercial Improvement
Tenant Improvement (Commercial) Valued at \$51,968

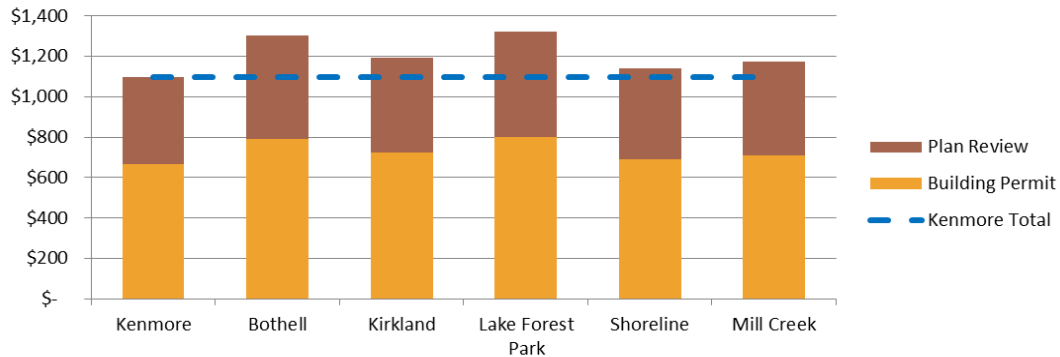


Exhibit 17
Building Fees for Commercial Addition
Tenant Improvement (Commercial Add.) Valued at \$114,976

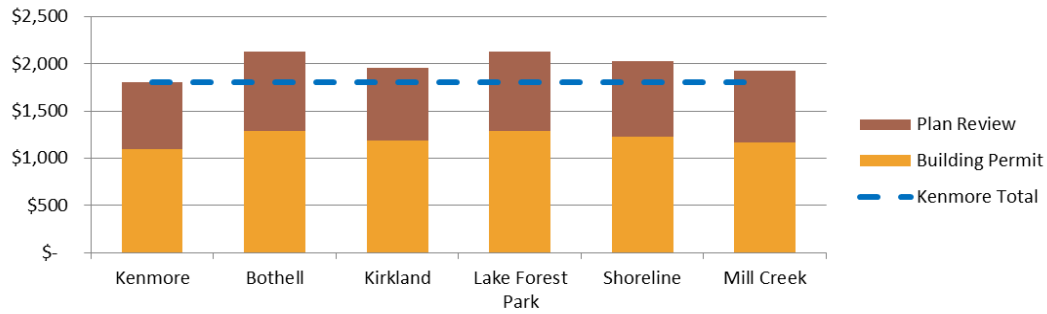
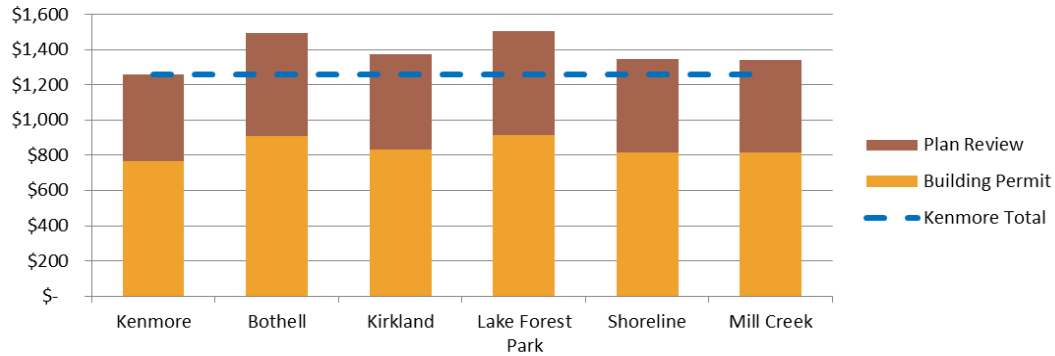
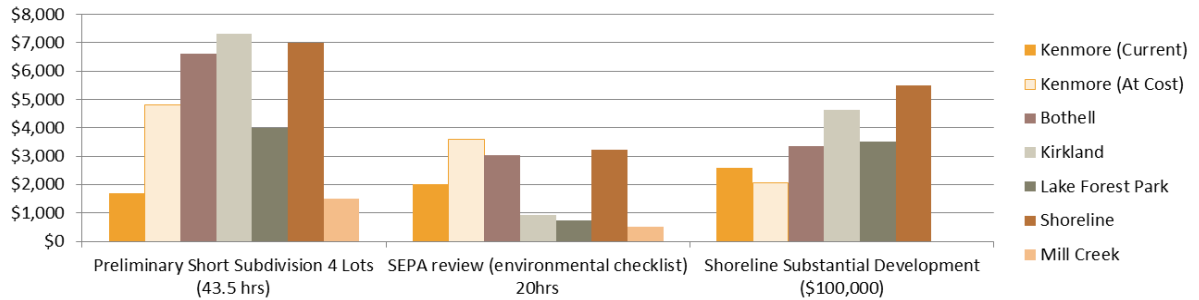


Exhibit 18
Building Fees for Multifamily Improvement
Tenant Improvement (Multifamily) Valued at \$66,000



COMMON PLANNING FEES

Exhibit 19
Graph and Table of Common Planning Fees
Common Planning Fees*



	Common Planning Fees Comparison						
	Kenmore (Current)	Kenmore (At Cost)	Bothell	Kirkland	Lake Forest Park	Shoreline	Mill Creek
Preliminary Short Subdivision 4 Lots (43.5 hrs.)	\$1,691	\$4,825	\$6,628	\$7,321	\$4,000	\$7,014	\$1,500
SEPA review* (environmental checklist, 20 hrs.)	\$2,015	\$3,599	\$3,047	\$937	\$750	\$3,225	\$500
Shoreline Substantial Development (\$100,000)	\$2,588	\$2,053	\$3,352	\$4,645	\$3,500	\$5,483	N/A

* Fees are based on the hours for the specified permit and the hourly rates.



CHAPTER V: RESERVE POLICY AND IMPLEMENTATION ISSUES

The results of this study can be used to help develop or confirm the City's current cost recovery policies and its fee structure or provide a basis for different cost recovery policies or fee structures. During the data collection and discussions about the various fees, a predominant issue was the legacy of King County's fee structure. Since becoming an independent City, it has predominately maintained King County's fee types and fee structure despite the fact that many of the County's fees do not align with the City's current development opportunities and activities. Tailoring DSD fees to Kenmore's own needs allowed a significant reduction in the types of fees offered as well as a review of the cost of service.

Unlike many of the services supported by the General Fund, the demand and the resulting revenues for development services are related to the economy and the amount of development activity occurring. Building fee revenues as well as other development related revenues can fluctuate with the economy, and forecasting building revenues can involve a number of factors because of the valuation methodology used to calculate fees. As shown in Chapter III, building fee revenues exceeded building services costs in 2015. If the City wants to align the building services revenues more closely with their cost of service as part of the overall financial management of DSD, the City might want to consider accounting and managing these services as a separate enterprise or special revenue fund to increase transparency and financial stability concerning building and planning revenues. Because DSD is part of the General Fund, it is currently difficult to determine how well DSD's fee services are performing relative to their cost recovery goals without performing a separate study.

If building services and current planning services were managed as a separate enterprise or special revenue fund, managing a fund balance and identifying needed reserves can be used to strategically address key financial issues for development oriented fee services. The purpose of financial reserves for a building/development services fund is to improve management of cash flow from year to year and to improve the financial stability for services that are subject to the economic cycles related to the housing and commercial construction industry. There are a couple of considerations related to operating a separate fund. There might be a need to have working capital for the fund to pay its expenses. For working capital cash, the Government Finance Officers Association recommends a working capital goal of at least 17% (i.e. 60 days or two months cash reserve) of fund expenditures. Also creating a separate fund means additional financial accounting and reporting for the City's finance staff.

RESERVE POLICIES

Based on the cyclical nature of the housing and construction industry, there are three types of reserve categories that can help assure more financial stability for the City's building and current planning operations. In addition to contributing to the basic working capital cash, reserves can also include amounts for deferred workload liability (i.e. pre-paid or carryover work), core staffing, and



technology and equipment funding. The specific policy issues or actions that City staff and the City Council might want to consider include:

- ◆ Should the City have a full cost recovery policy for development related services?
- ◆ Should a technology and equipment surcharge and reserve be added to support DSD's share of technology improvements related to the permitting or timekeeping systems and any facility and equipment purchases?
- ◆ Should other reserves be established to account for prepaid work and core staffing?

Deferred Workload Liability

A deferred workload liability is created when development fees are paid in one year when a permit application is submitted, but the City services associated with the permit are provided in the next year or in future years. The deferred liability can be funded by carryover revenues paid in advance, and it is not a reserve component that needs a separate funding source.

However, such advance payments are included as part of a fund balance at the end of a year when collected revenues are greater than expenditures, and as a result, a surplus might overstate the actual fund balance contribution. This deferred workload liability is especially important to recognize when it appears that building revenues exceeded building costs at the end of year and when construction is rapidly declining as it did in 2008 and 2009. If these carryover permits still need to be processed, the additional reserve from the previous year's payments can delay the necessity to reduce DSD's budget. In some cities, the deferred liability is recognized as unearned revenue and is not included in the reported revenues. This situation is more commonly applied to building type permits and provides more transparency regarding the development fees received and how and when they are spent.

Technology Reserve

In addition to accounting for the deferred liability, a reserve can be established for technology improvements and/or equipment replacement (e.g. vehicles) by implementing a technology surcharge. To help pay for future major technology improvements, a reserve could be established. For example, replacing DSD's current permitting system software in five years might be a need where it could begin collecting funds through a technology surcharge on all permits. If the future cost is \$100,000, DSD could set a surcharge on permit fees that would collect about \$20,000 per year. If DSD has to pay cash for new vehicles instead of being charged a replacement fee amount each year, DSD might also need to start generating reserves for its vehicle replacements.

The Department could rely on raising fees over the next several years or it could add an amount annually as part of the surcharge to fund reserves for its technology and fleet replacements. The added fee revenue provides a funding source for technology and equipment that specifically benefits the users of the services provided by a separate development services fund rather than having the General Fund pay for technology that only benefits a specific group of City customers. If more or less reserve funding is generated in a year, the surcharge can be decreased or increased the next year depending on the Department's needs.

Core Staffing Reserve

The last reserve category is to establish a reserve to support core staffing needs. A core staffing reserve ensures that minimum staffing levels are maintained for development services during times when there is a significant decrease in workload and revenues. When workload and revenue reductions occur, management can take a number of steps to balance the budget such as adjusting staffing levels or raising fees. However, given the cyclical nature of development work, the time needed to hire new staff, the new staff training time, and the demand for timely permit processing



when the economy improves, DSD might not want to reduce staff or raise fees too quickly if a downturn in the economy is forecast for only a short period of time. A core staffing reserve can be used to stabilize fees and maintain essential levels of expertise and service for a specific period of time before making changes, if necessary. Once the core staffing amount is determined, this type of reserve can be funded by a surcharge or by surplus revenues over time. If such a reserve is established, DSD might not need to reduce staff immediately or require General Fund support to maintain its staffing level when there is a downturn in the economy or when the General Fund revenues decline.

OBSERVATIONS

The City might want to consider accounting and managing these services as a separate enterprise or special revenue fund to increase transparency and financial stability. Because DSD is part of the General Fund, it is currently difficult to determine how well DSD's fee services are performing relative to their cost recovery goals without performing a separate study. With a separate fund the City can account better for reserves and development related revenues and costs. The previously identified reserves provide mechanisms to deal with issues related to transparency, maintaining staffing and expertise during economic downturns, and financing major technology improvements and equipment. If such reserves are not established, the City's General Fund will probably continue to provide funding to support any core staffing and technology improvement initiatives, but DSD will also be competing for funds with the other services supported by the City's General Fund.

APPENDIX A: DETAILED FEE LISTS

BUILDING

- ◆ ~~Building code change in use or occupancy—minimum 2 hour~~
- ◆ Mobile homes, mobile home – permit
- ◆ Mobile homes, temporary mobile home – permit
- ◆ Mobile homes, temporary mobile home for hardship – permit
- ◆ Mobile homes, non-insignia mobile home – inspection
- ◆ Re-roof permit, single family residential
- ◆ Re-roof permit, commercial and multi-family
- ◆ ~~Special review of oversized buildings~~
- ◆ Condominium conversion review, 1 to 30 units – project fee
- ◆ Condominium conversion review, 31 to 99 units – project fee
- ◆ Condominium conversion review, 100 or more units – project fee
- ◆ Condominium conversion review, per unit fee
- ◆ Special plan review
- ◆ Pre-inspections, fire or flood damage
- ◆ Pre-inspections, minimum housing or other code compliance
- ◆ Pre-inspections, relocation of structures
- ◆ Demolition inspection
- ◆ Re-inspection (Ordinance 00-0098)
- ◆ Inspections outside of normal hours
- ◆ Inspections for which no fee is specifically indicated
- ◆ ~~Billboard alteration or relocation site review~~
- ◆ ~~Certification of permit completion, temporary occupancy certificate—per building / tenant space~~
- ◆ ~~Certification of permit completion, final occupancy certification when more than one building permit—each additional building~~
- ◆ ~~Certification of permit completion, final occupancy certification for individual condominium or other portions of buildings—per unit~~
- ◆ ~~Certification of permit completion, letter of completion for shell construction permits when more than one building permit—each building~~
- ◆ ~~Extension and renewal, final inspections—single family residential~~
- ◆ ~~Extension and renewal, final inspections—all other permits~~
- ◆ ~~Extension and renewal, final inspections—all other extensions or renewals, single family residential, and all other permits~~
- ◆ ~~Extension and renewal, final inspections—temporary mobile homes~~
- ◆ ~~Extension and renewal, final inspections—temporary hardship mobile home~~

Plumbing

- ◆ Plumbing, new one and two-family dwellings and townhouses – per dwelling
- ◆ Plumbing, alterations or additions to one and two-family dwellings and townhouses – base fee
- ◆ Plumbing, alterations or additions to one and two-family dwellings and townhouses – per trap



- ◆ Plumbing, alterations or additions to one and two-family dwellings and townhouses – per roof drain
- ◆ Plumbing, alterations or additions to one and two-family dwellings and townhouses – per electric water heater
- ~~◆ Plumbing, alterations or additions to one and two-family dwellings and townhouses – per grease trap~~
- ◆ Plumbing, alterations or additions to one and two-family dwellings and townhouses – per alteration or repair of water piping or water treating equipment
- ◆ Plumbing, alterations or additions to one and two-family dwellings and townhouses – per back flow device
- ◆ Plumbing, alterations or additions to one and two-family dwellings and townhouses – per other

Mechanical

- ◆ Mechanical, new one and two-family dwellings and townhouses – per dwelling
- ◆ Mechanical, alterations or additions to one and two-family dwellings and townhouses – base fee
- ~~◆ Alterations or additions to one and two-family dwellings and townhouses, furnaces, installation or relocation of forced air or gravity type – up to 100,000 Btu/h (29.3 kW)~~
- ~~◆ Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of forced air or gravity type – over 100,000 Btu/h (29.3 kW)~~
- ◆ Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of floor furnace including vent
- ◆ Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater
- ◆ Appliance vent installation, relocation or replacement – per unit not included in an appliance permit
- ◆ Repairs, alterations and additions, each heating appliance, refrigeration unit, cooling unit, absorption unit, or system, including installation of controls regulated by the Mechanical Code
- ~~◆ Boilers compressors and absorption systems, installation and relocation – 3 horsepower (10.6 kW) to 15 horsepower (52.7 kW) or absorption system up to 100,000 Btu/h (29.3 kW)~~
- ~~◆ Boilers compressors and absorption systems, installation and relocation – 3 horsepower (10.6 kW) to 15 horsepower (52.7 kW) or absorption system from 100,000 Btu/h (29.3 kW) to 500,000 Btu/h (146.6 kW)~~
- ~~◆ Boilers compressors and absorption systems, installation and relocation – 15 horsepower (52.7 kW) to 30 horsepower (105.5 kW) or absorption system from 500,000 Btu/h (146.6 kW) to 1,000,000 Btu/h (512.9 kW)~~
- ~~◆ Boilers compressors and absorption systems, installation and relocation – 30 horsepower (105.5 kW) to 50 horsepower (176 kW) or absorption system from 1,000,000 Btu/h (293.1 kW) to 1,750,000 Btu/h (512.9 kW)~~
- ~~◆ Boilers compressors and absorption systems, installation and relocation – Over 50 horsepower (176 kW) or absorption system over 1,750,000 Btu/h (512.9 kW)~~
- ~~◆ Air handlers, up to 10,000 cubic feet per minute (cfm)~~
- ~~◆ Air handlers, over 10,000 cfm~~
- ~~◆ Evaporative coolers – each~~
- ◆ Ventilation and exhaust, connected to a single duct - each
- ◆ Ventilation and exhaust, not a portion of any heating or air conditioning system authorized by a permit - each
- ◆ Ventilation and exhaust, hood installation - each
- ◆ Incinerators, installation or relocation, domestic-type – each
- ~~◆ Incinerators, installation or relocation, commercial or industrial type – each~~
- ◆ Gas piping – 1 to 5 outlets
- ◆ Gas piping – over 5 outlets



- ♦ Miscellaneous appliance regulated by mechanical code – each
- ♦ Miscellaneous, gas water heater – each

Other

- ♦ *Expedited Plan Review

CURRENT PLANNING***Comprehensive Plan and Development Regulation Amendments***

- ♦ Comprehensive Plan, Prescreening / threshold review fee
- ♦ Comprehensive Plan, annual amendment cycle fee

General Fees

- ~~♦ P-Suffix and other required site plan reviews, initial plan review~~
- ~~♦ P-Suffix and other required site plan reviews, additional review~~
- ~~♦ P-Suffix and other required site plan reviews, amendments to adopted conditions~~
- ~~♦ Mobile home park and RV park plan review~~
- ♦ Site plan application fee
- ♦ Construction permit site plan review
- ♦ Landscape and tree management plan review, initial plan review – 0 to 1 site acre
- ♦ Landscape and tree management plan review, initial plan review – 1 to 2 site acres
- ♦ Landscape and tree management plan review, initial plan review – 2 to 5 site acres
- ♦ Landscape and tree management plan review, initial plan review – 5 to 10 site acres
- ♦ Landscape and tree management plan review, initial plan review – >10 site acres
- ♦ Landscape and tree management plan review, plan revision review
- ♦ Landscape and tree management plan review, request for modification (requiring public notice)
- ♦ Landscape and tree management inspections, installation inspection
- ♦ Landscape and tree management inspections, maintenance bond release inspection
- ♦ Additional excessive reviews and inspection fees – by ½ hour

Pre-Application

- ♦ Pre-application review

Zoning and Land Use

- ♦ Request for site specific rezone
- ♦ Conditional use permits and special use permits, administrative CUP
- ♦ Conditional use permits and special use permits, SUP with public hearing
- ♦ Conditional use permits and special use permits, daycare with 24 children or less
- ♦ Conditional use permits and special use permits, request for time extension
- ♦ Variances, application review
- ~~♦ Variances, public hearing~~
- ♦ Variances, request for time extension
- ♦ Boundary line adjustment
- ♦ Communications facility application fee
- ♦ Accessory dwelling unit
- ♦ Change of use (zoning only)
- ~~♦ Reuse of closed public school facilities~~
- ♦ Land use inspections
- ♦ Reasonable use exception
- ♦ Public agency and utility exception



- ◆ Zoning letter inquiry / request
- ◆ Design review
- ◆ Temporary Use Permit
- ◆ Public notice mailing fee

Subdivision – Preliminary Application Review

- ◆ ~~Preliminary short subdivisions, short subdivision 4 lots or less – base fee~~
- ◆ ~~Preliminary short subdivisions, short subdivision 4 lots or less – per lot~~
- ◆ ~~Preliminary short subdivisions, short subdivision 5 to 9 lots – base fee~~
- ◆ ~~Preliminary short subdivisions, short subdivision 5 to 9 lots – per lot~~
- ◆ Preliminary short subdivisions, revision to approved preliminary
- ◆ Preliminary short subdivisions, short subdivision alteration
- ◆ Preliminary short subdivisions, request for time extension
- ◆ ~~Preliminary subdivisions, initial application 50 lots or less – base fee~~
- ◆ ~~Preliminary subdivisions, initial application 50 lots or less – per lot~~
- ◆ ~~Preliminary subdivisions, initial application more than 50 lots – base fee~~
- ◆ ~~Preliminary subdivisions, initial application more than 50 lots – per lot~~
- ◆ ~~Preliminary subdivisions, initial application, application surcharge for utilizing lot clustering or flexible yard provisions~~
- ◆ Preliminary subdivisions, initial application, major revision requiring new public hearing
- ◆ Preliminary subdivisions, minor revisions submitted after preliminary approval
- ◆ Preliminary subdivisions, request for time extension
- ◆ Preliminary subdivisions, subdivision alterations or vacations – with public hearing
- ◆ Preliminary subdivisions, subdivision alterations or vacations – without public hearing
- ◆ ~~Preliminary subdivisions, supplemental fee, significant environmentally sensitive areas~~
- ◆ ~~Preliminary subdivisions, supplemental fee, remanded applications~~
- ◆ Binding site plan, building permit, as-built or site plan review based plan
- ◆ Binding site plan, conceptual plan
- ◆ Binding site plan, revision to a preliminary approved plan
- ◆ Binding site plan, revision to a final binding site plan

Shoreline Management Permit

- ◆ ~~Shoreline, substantial development permit – up to \$10,000~~
- ◆ ~~Shoreline, substantial development permit – \$10,000 to \$100,000~~
- ◆ ~~Shoreline, substantial development permit – \$100,000 to \$500,000~~
- ◆ ~~Shoreline, substantial development permit – \$500,000 to \$1,000,000~~
- ◆ ~~Shoreline, substantial development permit – over \$1,000,000~~
- ◆ Shoreline, single family joint-use dock
- ◆ Shoreline conditional use permit, non-forest practices
- ◆ ~~Shoreline conditional use permit, forest practices~~
- ◆ ~~Shoreline variance – up to \$10,000 project value~~
- ◆ ~~Shoreline variance – over \$10,000 project value~~
- ◆ Shoreline re-designation, base fee
- ◆ ~~Shoreline re-designation, per shoreline lineal foot~~
- ◆ ~~Shoreline re-designation, maximum~~
- ◆ Shoreline review of other permits or approval for conditions
- ◆ Shoreline exemption
- ◆ Shoreline, supplemental fees, request for an extension of a permit - % of original permit
- ◆ Shoreline, supplemental fees, permit revision - % of original permit
- ◆ Shoreline, supplemental fees, surcharge when public hearing is required - minimum fee



- ◆ Shoreline, supplemental fees, permit compliance inspections – per hour
- ◆ Shoreline, supplemental fees, permit compliance inspections – per mile

Special Reviews

- ◆ State Environmental Policy Act (SEPA) review, environmental checklist – Base Fee
- ~~◆ SEPA review, environmental checklist – after 6 hours~~
- ◆ SEPA supplemental Determination of Non-significance (DNS), Mitigated Determination of Non-significance (MDNS), or Determination of Significance (DS) review
- ◆ SEPA EIS – deposit as % of total estimated cost
- ◆ SEPA Draft Environmental Impact Statement (DIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing, editing, publishing, mailing, distributing and contract administration
- ◆ SEPA Post MDNS, DEIS, FEIS or SEIS publication work preparing or consulting on staff reports, permit conditions or public hearing testimony – per hour
- ◆ Critical areas review, review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments and right-of-way use permits – Site review base fee
- ~~◆ Critical areas review, review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments and right-of-way use permits – per hour~~
- ~~◆ Critical areas review, review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits and unclassified use permits – Site review base fee~~
- ~~◆ Critical areas review, review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits and unclassified use permits – per hour~~
- ◆ Critical areas review, flood plain determination – certificate of elevation
- ◆ Critical areas review, flood plain determination – per hour
- ◆ Critical areas review, review of mitigation plan compliance – per hour
- ◆ Critical areas inspection – per hour
- ◆ Inspection and monitoring – per hour
- ◆ Appeals to hearing examiner from decisions of the City
- ◆ Departmental review of non-departmental permits
- ◆ Review and monitoring of master drainage plans – per hour
- ◆ Legal lot status request

Other

- ◆ *Addressing

APPENDIX B: 2015 EMPLOYEE TIME DISTRIBUTION

BUILDING

Building and Inspection LABOR HOURS		Total	Ryan Mumma - Building Insp / Plans Examiner	Mike Thomas - Building Inspector
Labor Breakdown	Annual Regular Labor	3,151	2,027	1,125
	Annual Overtime	0		
	Annual Labor	3,151	2,027	1,125
	Annual Leave	365	275	90
Total Available Work Hours		2,786	1,752	1,034
Indirect Activities	Administrative	581	506	75
Net Annual Labor Related to Direct Services		2,205	1,246	959
Direct Fee Time Categories for Building and Inspection	Bld Inspections	1,110	583	527
	Bld Insp Consult	41		41
	Bld Review	362	360	2
	CRW Building	211	179	32
	DRT Meetings Buildings	44	44	
Direct Non-Fee Time Categories for Building and Inspection	CARS	298	2	297
	CE Bldgs	49	9	40
	Building Other	91	70	21
Total Direct Hours		1,767	1,246	959
Total Indirect Hours		581	506	75
Total Direct Hours - Fee Services		1,767	1165.5	602
Total Direct Hours - Direct Non-Fee Time Categories		438	80	358
Grand Total		2785.72	1751.5	1034.22

City of Kenmore, Washington
May 2017

Development Services Fee Study
Appendix B-2

CURRENT PLANNING

City Planning LABOR HOURS		Total	Andrew Bauer - Associate Planner	Samantha Loyuk - Assistant Planner
Labor Breakdown	Annual Regular Labor	4,253	2,141	2,112
	Annual Overtime	0		
	Annual Labor	4,253	2,141	2,112
	Annual Leave	524	290	234
Total Available Work Hours		3,729	1,851	1,878

Indirect Activities	Administrative	633	340	293
Net Annual Labor Related to Direct Services		3,096	1,511	1,585
Direct Fee Time Categories for City Planning	Addressing	48	0	48
	CRW Planning	656	114	542
	H.E. Svcs	115	78	37
	Land-use Insp	1,441	992	449
	Land-use Review	40	30	10
	DRT Meetings Planning	46	31	15
	Prmt Intk & Mngmt	469	99	370
	St Eds St. Park	48	48	
Direct Non-Fee Time Categories for City Planning	CARS	1	0	1
	CE Bus Lic	9	0	9
	CMR Rentals	17	0	17
	Code Development	23	11	12
	Ed/Outreach	2	0	2
	Emer Man-Prep	1	1	0
	ARCH	38	26	12
	CE-Crit Areas	8	8	0
	CE-Zoning/LU	16	16	0
	Hist Bldg Pres	25	16	9
	MBP.com	27	0	27
	NWMaps.net/GIS	37	31	6
	PRR	6	0	6
	Planning Other	27	10	17
Total Direct Hours		3,096	1,511	1,585
Total Indirect Hours		633	340	293
Total Direct Hours - Fee Services		2,861	1,392	1,469
Total Direct Hours - Direct Non-Fee Time Categories		235	119	116
Grand Total		3,729	1,851	1,878



APPENDIX C: FEE PROCESSING TIMES

BUILDING

Fee Services for Building	New Estimated Minimum Hours
Mobile homes, mobile home – permit	8.75
Mobile homes, temporary mobile home – permit	8.25
Mobile homes, temporary mobile home for hardship – permit	8.75
Mobile homes, non-insignia mobile home – inspection	6.75
Re-roof permit, single family residential	2.25
Re-roof permit, commercial and multi-family	0.00
Condominium conversion review, 1 to 30 units – project fee	15.75
Condominium conversion review, 31 to 99 units – project fee	17.75
Condominium conversion review, 100 or more units – project fee	23.75
Condominium conversion review, per unit fee	3.00
Special plan review	0.00
Pre-inspections, fire or flood damage, under 5,000 sq. ft.	4.25
Pre-inspections, fire or flood damage, over 5,000 sq. ft. - hourly	0.00
Pre-inspections, minimum housing or other code compliance, under 5,000 sq. ft.	4.25
Pre-inspections, minimum housing or other code compliance, over 5,000 sq. ft. - hourly	0.00
Pre-inspections, relocation of structures, under 5,000 sq. ft.	3.75
Pre-inspections, relocation of structures, over 5,000 sq. ft. - hourly	0.00
Demolition inspection	3.75
Re-inspection (Ordinance 00-0098)	0.00
Inspections outside of normal hours	0.00
Inspections for which no fee is specifically indicated	0.00
Extension and renewal	2.00
Plumbing, new one and two-family dwellings and townhouses – per dwelling	6.90
Plumbing, alterations or additions to one and two-family dwellings and townhouses – base fee	2.25
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per	0.08



City of Kenmore, Washington
May 2017

Development Services Fee Study
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Fee Services for Building	New Estimated Minimum Hours
trap	
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per roof drain or footing drain	0.08
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per electric water heater	0.25
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per alteration or repair of water piping or water treating equipment	0.50
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per back flow device	0.50
Plumbing, alterations or additions to one and two-family dwellings and townhouses – per other	0.08
Mechanical, new one and two-family dwellings and townhouses – per dwelling	4.00
Mechanical, alterations or additions to one and two-family dwellings and townhouses – base fee	2.25
Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of forced air or gravity type furnace	1.00
Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of floor furnace including vent	0.50
Alterations or additions to one and two-family dwellings and townhouses, installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater	0.50
Appliance vent installation, relocation or replacement – per unit not included in an appliance permit	0.16
Repairs, alterations and additions, each heating appliance, refrigeration unit, cooling unit, absorption unit, or system, including installation of controls regulated by the Mechanical Code	1.50
Boilers compressors and absorption systems, installation and relocation	2.00
Air handlers	1.00
Ventilation and exhaust, connected to a single duct - each	0.08
Ventilation and exhaust, not a portion of any heating or air conditioning system authorized by a permit - each	0.08
Ventilation and exhaust, hood installation - each	0.08
Incinerators, installation or relocation, domestic-type – each	1.50
Gas piping – 1 to 5 outlets	0.50
Gas piping – over 5 outlets per outlet	0.08
Miscellaneous appliance regulated by mechanical code – each	1.00
Miscellaneous, gas water heater – each	1.00
*Expedited plan review - base fee plus actual costs of consultants and/or overtime	1.00



CURRENT PLANNING

Fee Services for Current Planning	New Estimated Minimum Hours
Site plan application fee up to \$1m	27.75
Site plan application fee greater than \$1m - per \$1m or portion thereof	10.00
Construction permit site plan review	1.25
Landscape and tree management plan review, initial plan review – 0 to 1 site acre	4.50
Landscape and tree management plan review, initial plan review – 1 to 2 site acres	7.50
Landscape and tree management plan review, plan revision review	4.50
Landscape and tree management plan review, request for modification (requiring public notice)	3.50
Landscape and tree management inspections, installation inspection	2.00
Landscape and tree management inspections, maintenance bond release inspection	2.00
Additional excessive reviews and inspection fees – by ½ hour	N/A
Pre-application review	21.00
Request for site specific rezone	29.25
Conditional use permits and special use permits, administrative CUP	21.25
Conditional use permits and special use permits, SUP with public hearing	27.25
Conditional use permits and special use permits, daycare with 24 children or less	17.25
Conditional use permits and special use permits, request for time extension	1.00
Variances, application review	17.50
Variances, request for time extension	1.00
Boundary line adjustment	7.50
Communications facility application fee	17.75
Accessory dwelling unit	5.25
Change of use (zoning only)	11.50
Land use inspections	0.00
Reasonable use exception	18.00
Public agency and utility exception	18.00
Zoning letter inquiry / request	2.00
Design review	N/A
Temporary Use Permit	8.00
Public notice mailing fee	N/A
Preliminary short subdivisions, short subdivision – base fee	9.25
Preliminary short subdivisions, short subdivision – per lot	8.50
Preliminary short subdivisions, revision to approved preliminary	N/A
Preliminary short subdivisions, short subdivision alteration	N/A
Preliminary short subdivisions, request for time extension	1.00
Preliminary subdivisions, initial application 10 lots or more – base fee	21.00
Preliminary subdivisions, initial application 10 lots or more – per lot	11.00



City of Kenmore, Washington
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Development Services Fee Study
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Fee Services for Current Planning	New Estimated Minimum Hours
Preliminary subdivisions, initial application, major revision requiring new public hearing	28.50
Preliminary subdivisions, minor revisions submitted after preliminary approval	8.00
Preliminary subdivisions, request for time extension	1.00
Preliminary subdivisions, subdivision alterations or vacations – with public hearing	34.00
Preliminary subdivisions, subdivision alterations or vacations – without public hearing	15.50
Binding site plan, building permit, as-built or site plan review based plan	23.50
Binding site plan, conceptual plan	22.25
Binding site plan, revision to a preliminary approved plan	11.50
Binding site plan, revision to a final binding site plan	12.50
Shoreline, substantial development permit – up to \$100,000	21.75
Shoreline, substantial development permit - over \$100,000, hourly	N/A
Shoreline, single family joint-use dock	19.25
Shoreline conditional use permit, non-forest practices	27.75
Shoreline variance – up to \$100,000 project value	27.75
Shoreline variance – over \$100,000 hourly	N/A
Shoreline re-designation, base fee	36.75
Shoreline review of other permits or approval for conditions	3.00
Shoreline exemption	9.25
Shoreline, supplemental fees, request for an extension of a permit - % of original permit	N/A
Shoreline, supplemental fees, permit revision - % of original permit	N/A
Shoreline, supplemental fees, surcharge when public hearing is required - minimum fee	14.00
Shoreline, supplemental fees, permit compliance inspections – per hour	N/A
Shoreline, supplemental fees, permit compliance inspections – per mile	N/A
State Environmental Policy Act (SEPA) review, environmental checklist – Base Fee	18.25
SEPA supplemental Determination of Non-significance (DNS), Mitigated Determination of Non-significance (MDNS), or Determination of Significance (DS) review	N/A
SEPA EIS – deposit as % of total estimated cost	N/A
SEPA Draft Environmental Impact Statement (DIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing, editing, publishing, mailing, distributing and contract administration	N/A
SEPA Post MDNS, DEIS, FEIS or SEIS publication work preparing or consulting on staff reports, permit conditions or public hearing testimony – per hour	N/A
Critical areas review, review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments and right-of-way use permits – Site review base fee	11.00
Critical areas review, review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits, and unclassified use permits boundary line adjustments and right-of-way use permits – Site review base fee	11.00
Critical areas review, flood plain determination – certificate of elevation	4.50
Critical areas review, flood plain determination – per hour	N/A



City of Kenmore, Washington
May 2017

Development Services Fee Study
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Fee Services for Current Planning	New Estimated Minimum Hours
Critical areas review, review of mitigation plan compliance – per hour	N/A
Critical areas inspection – per hour	N/A
Inspection and monitoring – per hour	N/A
Appeals to hearing examiner from decisions of the City	38.00
Departmental review of non-departmental permits	N/A
Review and monitoring of master drainage plans – per hour	N/A
Legal lot status request	4.00
*Addressing	1.50





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Update on Target Zero and the Neighborhood Transportation Plan Program Proposed Council Action/Motion: No proposed action.	For Council Meeting Agenda of: October 23, 2017 Department: Public Works Prepared by: Brett Schock, PE <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;">@ 10/13/17</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">BOK</td> </tr> </table> Exhibits/Attachments: Attachment A – Status Update on Target Zero Initiative Memo Attachment B – Wrap Up of the Neighborhood Transportation Plan Program Memo		<u>Initial & Date</u>	Approved by Department Head:	@ 10/13/17	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	BOK
	<u>Initial & Date</u>										
Approved by Department Head:	@ 10/13/17										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	BOK										
<table style="width: 100%;"> <tr> <td style="width: 33%;">Expenditure Required</td> <td style="width: 33%;">Amount Budgeted</td> <td style="width: 33%;">Appropriation Required</td> </tr> <tr> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> </table>	Expenditure Required	Amount Budgeted	Appropriation Required	\$0	\$0	\$0	<u>INFORMATION/BACKGROUND:</u> The first goal of the City of Kenmore Council for 2017-2018 remains, as it has been since mid-2014, <i>to focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicyclist, and other means of travel.</i> The City Council adopted a Target Zero resolution in 2014 in support of this goal, aiming for zero serious injuries and fatalities among non-motorized transportation users by 2025. This report provides an update on the status of work towards Target Zero, the improvements to bicycle and pedestrian infrastructure that have occurred since the last update in June of 2016, and a program wrap-up for the Neighborhood Transportation Plan Program (NTPP). See Attachment A for the status update on Target Zero. The NTPP has been a critical component of the City's work towards Target Zero, providing an opportunity to address concerns for pedestrian and bicycle safety on residential roads with proactive outreach and dedicated project funding. In total, the NTPP completed ninety projects across the City of Kenmore, addressing striping, signage, street lighting, crosswalk distances and traffic calming. The City has been recognized as a Bronze-level Walk Friendly City and received a \$500,000 grant as an "Implementer" of Complete Streets by the Washington State Transportation Improvement Board. In recognizing the City for both awards, the NTPP was cited as a significant contributor to the City's efforts to improve bicycle and pedestrian safety and facilities. See Attachment B for the summary of the NTPP.				
Expenditure Required	Amount Budgeted	Appropriation Required									
\$0	\$0	\$0									
<u>FISCAL CONSIDERATION:</u> None.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 1. To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.											



City of Kenmore, Washington

TO: Rob Karlinsey
City Manager

FROM: Brett Schock, PE
Traffic Engineer

DATE: October 23, 2017

SUBJECT: Status Update on Target Zero Initiative

The City of Kenmore continues to advance our progress towards Target Zero and City Council Goal #1, *to focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicyclist and other means of travel*. Since the last update, the City has also adopted a Complete Streets policy, which works alongside our Target Zero programs to address Council Goal #1. Programs and projects the City has undertaken since last October fall into the “Three Es” categories of engineering, education, and enforcement.

Engineering

- Sidewalk, walkway, crosswalk and bicycle lane improvements
- Completion of the Neighborhood Transportation Plan Program
- Ped-Bike Ad Hoc Committee recommendations review

Education and outreach

Enforcement review

In the last 15 years, the City saw a steady rise in the number of pedestrian and bicycle serious injuries and fatalities, culminating in the pedestrian and bicycle fatalities in 2014 which resulted in the Target Zero resolution, a shift in priorities and focus on non-motorized transportation safety. Since that time, there has been a sharp decline in these collisions, as seen in the chart below, documenting the last 10 years of serious injuries and fatalities among non-motorized users. With zero serious injuries or collisions in 2016 and none to date in 2017, Kenmore is well on its way towards the goals of Target Zero and City Council Goal #1.

18120 68th Ave NE

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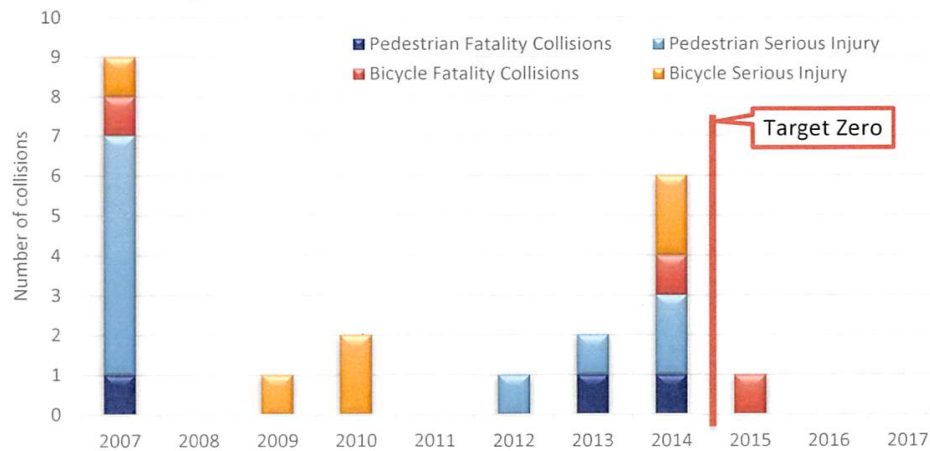
Kenmore, WA 98028

cityhall@kenmorewa.gov



City of Kenmore, Washington

Bicycle and Pedestrian Collisions - 2007-2017



The following sections describe the major accomplishments since June 2016 in support of Target Zero. Projects in support of Target Zero and Complete Streets are planned and will continue in future years.

City of Kenmore Traffic Engineer

The 2017-18 City Manager's budget message included a continuation of the Traffic Engineer position at the City. Since the last Target Zero update in June of 2016, the City Traffic Engineer has;

- ✓ Implemented and completed the Neighborhood Transportation Plan Program
 - The public outreach portion of the Neighborhood Transportation Plan program (NTPP) was completed in 2016. Plans were approved by participants and projects began to be implemented in 2016. Project implementation continued through 2017, including some projects that required revisiting and adjusting the original approach.
 - The Traffic Engineer worked with concerned citizens and kept City Council informed through the process of quickly evaluating and designing revisions to these projects that addressed the original concern, but changed the approach to a more conventional design.
 - By the end of the program, 90 projects were implemented ranging from signing and striping to lighting, traffic calming and roundabouts.
 - The Traffic Engineer designed almost all NTPP projects in-house and utilized a combination of King County crews, Puget Sound Energy crews and competitively bid contractors to implement the various projects.
 - More information on this program can be found in the NTPP section of this document.
 - The Traffic Engineer will be presenting a summary of the program to the City Council before the end of 2017.

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City of Kenmore, Washington

- ✓ Responded to citizen traffic safety inquiries and concerns.
 - The Traffic Engineer has become the “go-to” for citizen action requests (CARs) related to a variety of transportation concerns in the City. Over 500 citizen requests have been addressed since June of 2016, and nearly 700 requests since May of 2015. The Traffic Engineer addresses concerns with traffic calming, roadway markings, signage, parking, pedestrian concerns and crosswalks, vegetation trimming, sidewalk conditions and capital project inquiries. The Traffic Engineer responds directly to citizens, within a few days of the request being received, evaluates the concern and develops solutions while keeping the original requestor up to date on progress.
 - The Traffic Engineer frequently works directly with the Kenmore Police when CARs are received that include an enforcement component to address the complaint. The Traffic Engineer and Police partner on appropriate clear and enforceable signage, areas of concern (even those that are not brought up via CARs) and targeted enforcement for traffic calming.
 - Many CARs result in minor changes to signing, striping, lighting or other minor adjustments to the right of way. The Traffic Engineer develops design drawings and exhibits for these changes in-house and sends the requests to King County for implementation or develops packages for contractors to competitively bid. The Traffic Engineer works with the County or contractors in the field to ensure compliance with the intended designs and make field adjustments when necessary. The Traffic Engineer notifies the public, when necessary, of coming operational changes and alerts residents when new signs will be placed on their property.
 - A number of CARs have resulted in significant improvement projects since the June 2016 Target Zero update, including median barriers preventing left turns to address collisions at driveways and pedestrian safety on 68th Avenue NE and 73rd Avenue NE between SR 522 and NE 181st Street, restriped 73rd Avenue NE at NE 181st Street to include left turn pockets for north and southbound traffic and installing centerlines at intersections and horizontal curves where oversteer was causing concern for oncoming traffic and pedestrians
- ✓ Analyzed and provided reports on traffic accidents and other traffic data.
 - The Traffic Engineer maintains the city’s database of collision history and works with the police to keep informed of collisions and trends. This database has been used to provide data to support crosswalk analysis, stop-control warrant analyses, intersection safety analyses, grant applications and the NTPP.
 - The city’s traffic count program, using the radar traffic counter, is maintained by the Traffic Engineer. The count program includes keeping current (less than 18 months old) data on volumes and speeds on City arterials (except SR 522), and responding to CARs for traffic calming on residential streets. The Traffic Engineer is developing a public website to allow the public to see all traffic data gathered since 2013.
 - The Traffic Engineer applied for and was selected for a WSDOT grant to fund placement of two automated bicycle and pedestrian counters within the City. These counters, located on the Burke-Gilman Trail and Juanita Drive give near real-time data on bicycle and pedestrian usage in the City. They are part of a statewide network of counters to increase the available data on non-motorized transportation usage.



City of Kenmore, Washington

- ✓ Managed on-street parking through responses to CARs, rechannelization projects and overlays, capital improvement projects and the NTPP.
 - No parking signage has been added or messages modified to maintain clear pedestrian walkways, clear intersection sight distance, implement 2-hour parking in the downtown core, implement 4-hour parking at Log Boom Park, restrict park-and-ride parking and maintain clear lanes for emergency access.
 - Out-of-date or unclear parking signage identified in the field, or through collaboration with the police, has been updated.
 - Temporary “a-frame” signs are used to remind drivers of legal parking setbacks from driveways, crosswalks and intersections, time limits on parking and keeping drive aisles and sidewalks clear of parked vehicles. These signs are deployed on an as-needed basis, usually in response to CARs.
- ✓ Used wider edge markings, pedestrian symbols and raised, reflective pavement markers, enhancing the visibility of several shoulder walkways throughout the City.
 - These changes are implemented in response to CARs and during overlay projects due to City improvements, utility construction or new private development affecting the roadway.
- ✓ Ensured compliance and consistency of roadways, signage and striping with national and state traffic safety regulations and standards, including MUTCD and AASHTO, as well as modern publications such as the NACTO guide for urban streets.
- ✓ Worked with capital improvement project teams and project managers to:
 - Work with the construction management team and contractor to design and implement the curb extensions and RRFB-enhanced crosswalk at the Safeway driveway on NE 181st Street during the construction of the NE 181st Street sidewalks project.
 - Design improvements to 61st Avenue NE and Burke-Gilman Trail intersection, including green painted crosswalk, improved signage for southbound vehicles, LED-enhanced stop signs for the trail and 61st Avenue and relocation of the trail for better visibility for southbound vehicles.
 - Design traffic control designs for overnight repairs of catch basin displacements on SR 522.
 - Provide review comments on capital improvement projects (62nd Avenue sidewalks, NE 202nd Street sidewalks, Sammamish River bridge replacement project, NE 181st Street sidewalks) designs by consultant teams at various review stages.
- ✓ Provided support to the Development Review team by providing advice on street signage plans, channelization, and traffic studies associated with new development on private parcels.
 - The Traffic Engineer worked with other City staff and developer consultants to implement the rechannelization and signage on 68th Avenue and NE 181st Street, in collaboration with the LINQ and Town Green projects. On-street parking was added to 68th Avenue NE, the travel lanes were narrowed and striped curb extensions at the NE 182nd Street crosswalk were added as part of the development conditions for Main Street’s LINQ property.
- ✓ Partnered with Northshore School District Transportation administration and the principals of Arrowhead Elementary and Inglesmoor High School to:



City of Kenmore, Washington

- Make modifications to the signage location and flashing beacons near Arrowhead Elementary (on Juanita Drive) were made in 2017 to increase compliance with school zone speeds and bring the signs in compliance with the legal length of the school zone.
- Work with Inglesmoor High School administration and Northshore School District transportation personnel to develop a new circulation plan for the 2016-17 parent drop-off and pick-up at the high school which addressed concerns with congestion and on-street parking on Simonds Road and NE 155th Street. Improvements included additional detection at the signal at NE 155th Street and Simonds Road to allow the school additional “green time” during afternoon dismissal and improve circulation. Continued to work with these parties to address changes to the circulation and new concerns for residents with the grade level changes made by Northshore School District for the 2017-18 school year, including circulation tweaks and implementation of a holding lot for parents arriving early for afternoon pick-up.
- Partner with Arrowhead Elementary administration and King County Metro, lead the implementation of “Schoolpool”, a ride-matching service to allow parents to coordinate walking trips to school and potentially carpools. This program is free to parents and encourages non-motorized, active transportation and aims to reduce congestion at the school during the drop-off and pick-up times.
- ✓ Authored the City’s Complete Streets policy, which was adopted in late 2016, and grant application.
 - The policy incorporated existing City standards and resolutions, including Target Zero, the Road Standards and City Council Goal #1
 - The policy made the City eligible for a grant through the Transportation Improvement Board’s Complete Streets program in 2016. The City was selected for the top-level grant in this program of \$500,000, one of only 6 cities in Washington state to be awarded this level of grant. Grant application involved solicitation of a nomination from another public agency in Washington state. The City was nominated by WSDOT and the Department of Commerce for the award. The Traffic Engineer worked with both of these agencies to develop these nominations.
- ✓ Applied for two non-motorized, active transportation awards for the City of Kenmore, including providing extensive data on the City’s existing system and performance characteristics, documenting policies such as Complete Streets, Target Zero and City Council Goal #1, highlighting the Neighborhood Transportation Plan program and working with the City Manager’s office to document the extensive public outreach in support of the Target Zero resolution.
 - Kenmore was selected as a Bronze Level Walk Friendly Community, highlighting the City’s “real commitment to improving the pedestrian environment, focusing on policies that impact the entire transportation network as well as targeted neighborhood improvements to improve safety”.
 - Kenmore applied for recognition as a Bicycle Friendly Community in 2017. As of this report, the next round of awards for Bicycle Friendly Communities has not been chosen.
- ✓ Managed the updating of the City’s pavement condition index and implementation of a pavement management system to more actively develop a program balancing asphalt overlays, crack sealing and other asphalt treatment techniques. This program will be continuing into 2018.



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- ✓ Managed a consultant team to develop alternatives addressing the deteriorating sidewalks on 61st Avenue NE between NE 190th Street and the Snohomish County line. This project will continue into 2018, and will present a number of concepts which have been analyzed by the engineering team and presented to the public for feedback. The recommended alternative will be advanced to a design level which will allow an engineers' estimate to be developed for long-term capital improvement project planning. The alternatives analysis is also looking at alternative treatments to address collisions and congestion at the intersection of 61st Avenue NE and NE 193rd Street.
- ✓ Developed a public art concept at the intersection of 84th Avenue NE and Simonds Road.
 - Lead the effort to have students at Inglemoor High School develop concepts that are being put to a public vote in October of 2017
 - Will lead the implementation of the design by student artists in late 2017/early 2018
- ✓ Updated the Kenmore Municipal Code requirements for vegetation and sidewalk maintenance. The updates better define the expectations for property owners to maintain vegetation in and adjacent to the right of way for transportation and drainage. The updates also changed some of the responsibility for sidewalk maintenance to the City, in cases where the cause of sidewalk damage is not due to private property conditions or actions.
 - Updates included multiple conversations with City Council in 2017 to guide the development of the changes and develop a plan to change sidewalk maintenance requirements
 - The Traffic Engineer has also developed a series of informational flyers to provide to Kenmore residents, defining right of way, describing the expectations for vegetation maintenance and the process for addressing sidewalk damage.
- ✓ Developed a corridor-level crosswalk analysis method to prioritize and program future crosswalks on arterial roadways.
- ✓ Worked with the developers of the new FHWA design guide for Small Towns and Rural Areas to develop professional training on the implementation of non-motorized active transportation highlighting example projects implemented in Kenmore since 2014.
 - Presented this professional training to two conferences and a webinar in 2017, and scheduled to present in early 2018.
- ✓ Continued to implement the 2014 recommendations of the citizen Ad Hoc Committee for Pedestrian and Bicycle Safety. These accomplishments are detailed in the section on the Ped-Bike Ad Hoc Committee recommendations review.

Engineering Improvements for Non-Motorized, Active Transportation

Since the last Target Zero update in June of 2016, the City has completed or is nearing completion on three major sidewalk projects, constructing nearly 5,000 linear feet of sidewalk. Sidewalks have been added where none previously existed on both sides of NE 181st Street between 68th Avenue NE and 73rd Avenue NE, on one side of 62nd Avenue NE between NE 181st Street and NE 187th Street, on one side of NE 202nd Street between NE 201st Street and 66th Avenue NE and on both sides of 66th Avenue NE between NE 202nd Street and Kenmore Middle School. The NE 181st Street sidewalk project also included curb-extensions and crosswalk with rectangular rapid-



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flash beacons (RRFB) at the heavily trafficked driveway to the downtown Safeway property. Each of these projects were majority funded by competitive grants awarded to the City from four different grant programs.

As part of the Neighborhood Transportation Plan Program (NTPP), the City expanded the available shoulder pavement on a 90-degree turn in Arrowhead Drive by over 8 feet and provided an extruded curb for additional pedestrian protection. This project resulted in a smaller radius for vehicles on the turn, slowing the comfortable speed that this curve can be taken. The NTPP also completed a project to reduce the pedestrian crossing distance at the intersection of 84th Avenue NE and Simonds Road (across 84th Avenue NE) by 66%, add green-painted bike lane (along Simonds Road), reduce vehicle turning speeds with a smaller radius for right turns and add a RRFB-enhanced crosswalk across Simonds Road near the intersection.

The City opened the Tolt Trail project in 2017, connecting 68th Avenue NE with 71st Avenue NE (and via existing sidewalks, to 73rd Avenue NE) with an off-street trail. This trail follows a Seattle City Light right of way in the 185th Street block of the City. The improved trail is paved and was designed to minimize drainage concerns which used to flood this unimproved trail prior to opening of the project during rainy months.

Consistent with the City's Complete Streets policy, which was adopted in 2016, the City has made improvements following street overlays on NE 170th Street/Simonds Road between Juanita Drive and NE 162nd Court, and on NE 182nd Street between 68th Avenue NE and 73rd Avenue NE. On NE 170th Street/Simonds Road, the vehicle lanes were narrowed, on-street parking was restricted and 3 miles of buffered bike lane (1.5 miles in each direction) were added to this arterial roadway. The uphill (east/south bound) lane buffer was striped wider than the downhill side to accommodate the expected slower speed of uphill riders. On NE 182nd Street, the City narrowed vehicle lanes to expand the shoulder walkway on the south side of the street, connecting sidewalks near 68th Avenue NE to sidewalks on the east half of this block of NE 182nd Street. The City is planning to place an extruded curb on this walkway in early 2018 for additional pedestrian comfort and protection. The NE 182nd Street overlay also afforded the opportunity to restripe the intersection with 73rd Avenue NE to provide striped curb extensions, shortening the crossing distance for pedestrians by nearly 50%.

The Imagine Kenmore program resulted in a proposed bond measure which would feature sidewalks on 68th Avenue, and grant match funding for Juanita Drive sidewalks. The City has started the design process for these sidewalks and bike lanes, and will be applying for grant funding in 2017 and 2018 to support these projects.

The City was selected for sidewalk construction grants on NE 153rd Place between Juanita Drive and 70th Avenue NE and on NE 181st Street between 65th Avenue NE and 67th Avenue NE. Design for those projects will begin in 2018 and construction is expected in 2019 and 2020.

The City plans on looking for additional grant-funding opportunities for sidewalks in the 68th Avenue NE and Juanita Drive corridor, as well as other competitive segments on arterial roadways into the 2018 grant application cycle.

The City has a number of other projects in design to address non-motorized, active transportation facilities for pedestrians and cyclists on 61st Avenue NE, 73rd Avenue NE and 80th Avenue NE. These projects are consistent



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with the pedestrian and bicycle priority networks identified in the City's Transportation Element of the Comprehensive Plan. One or more of these projects may be selected for construction in 2018.

Neighborhood Transportation Plan Program

The \$350,000 budget for the Neighborhood Transportation Plan program (NTPP) was allocated in the 2015-16 budget, funded by real estate excise tax. The program was initiated in 2015 and construction of projects continued into 2017. The program has resulted in design and implementation of 90 projects in various categories including:

- Roadway signing and striping enhancements to address vehicle speed, sharp curves and pedestrian visibility
- Lighting improvements
- Crosswalks at the intersection of residential roads with arterial roadways
- Physical traffic calming on residential streets (a pilot chicane installation, followed by installation of permanent speed cushions)
- Striped curb extensions to shorten crossing distances and calm vehicle turning speeds
- Mini-roundabouts in a context-sensitive design on residential streets

As of this report, the total expenditures from projects, advertising and conducting of public meetings for the program is \$275,212. The project shared some cost of improvements on arterial roadways with the Strategic Opportunities fund. These costs do not include the costs of modifications to traffic calming and intersection improvement projects in 2017. Staff costs were not charged to this program.

City Staff will present a wrap-up of the detailed program accomplishments and citizen response to the program to the Council in late 2017 or early 2018.

Ped-Bike Ad Hoc Committee Recommendations Review

The 2014 Pedestrian and Bicycle Ad Hoc Committee produced a list of 14 recommended actions to the City. A number of these recommendations have been fully implemented. Other recommendations continue to guide the City and the Traffic Engineer's progress towards the goals of Target Zero and Complete Streets. These include;

1. Invest in additional sidewalk and walkway infrastructure
 - ✓ The City has constructed over 18,000 linear feet of grant-funded sidewalks since 2014, with an additional 3,100 linear feet nearing completion (by the end of 2017). Walkway widening and enhancements have been implemented through the NTPP and response to CARs. See the Engineering section of this document.
2. Reduce vehicular speeds in school zones by installing traffic safety cameras
 - ✓ The Traffic Engineer completed a comprehensive review of this recommendation in 2015. School zone vehicle speeds were found to be at or below acceptable levels and safety cameras were not recommended. The City and Police continue to monitor school zone conditions and have not observed any significant changes in driver behavior.
3. Target speed limit reductions on arterial (30 mph) and local (20 mph) roadways



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- ✓ A number of areas with curves and sight distance impediments have been signed for advisory speed limits below 25 mph. Most City local streets do not meet engineering recommendations for speed limits under 25 mph. Arterial speed limits are continuously monitored, but no changes are currently recommended.
- 4. Develop a citywide crosswalk policy to install more marked crosswalks with rectangular rapid flash beacons (RRFBs) near schools and in high demand areas
 - ✓ All new arterial and high-volume non-arterial roadway crossings constructed since June 2016 are enhanced with RRFBs. Including RRFBs installed in 2017, the City now has a total of 18 enhanced crosswalks.
- 5. Continue and expand education and awareness programs
 - ✓ The communications team continues to spread awareness of driving, walking, and biking safety and the Target Zero Initiative. See the Education and Outreach section of this document.
- 6. Creation of actionable neighborhood transportation plans in collaboration with neighborhood residents, identifying traffic calming and other safety improvements
 - ✓ A Neighborhood Transportation Plan program was completed in 2017. The program resulted in the completion of 90 projects to address transportation concerns on residential streets.
- 7. Expand bicycle infrastructure including the number of bike lanes, shared roadway markings and secure storage facilities
 - ✓ The City has added 3 miles of bike lane by taking advantage of opportunities afforded by roadway overlays. Further improvements to bike infrastructure are in design and planned for 2018.
- 8. Strategically upgrade existing roadway signage with more up-to-date, highly-visible and fluorescent signage, especially near schools
 - ✓ King County regularly conducts visibility tests on signage in Kenmore and upgrades as necessary. Any out of date signage is identified by the Traffic Engineer and replaced.
- 9. Targeted enforcement of risky driving behaviors
 - ✓ The Kenmore Police continue their policy of targeted enforcement and work closely with the Traffic Engineer to identify areas of concern. The addition of a motorcycle officer has increased the ability to enforce speed limits and crosswalk violations.
- 10. Reclaim the right-of-way through proactive work to clear obstructions and vegetation
 - ✓ The City updated the vegetation maintenance code in 2017 to more clearly convey to property owners the vegetation maintenance requirements in the right of way. The City continues to enforce vegetation overgrowth by notifying property owners of maintenance needs on a complaint basis.
- 11. Improve and encourage the use of the Citizen Action Request (CAR) Form
 - ✓ The CAR form is an active part of the City's Traffic Engineering and Target Zero program. The Traffic Engineer has addressed over 500 requests since the last update in June, 2016.
- 12. Work with nearby jurisdictions to improve bicycle and pedestrian connectivity
 - ✓ The City Traffic Engineer frequently consults with the City of Kirkland and City of Bothell on planned improvements to pedestrian and bicycle facilities on roads that cross jurisdictional boundaries including 84th Avenue NE, Juanita Drive, Simonds Road, 80th Avenue NE and NE 203rd Street.
- 13. Encourage pedestrian and bicycle delineation markings on the future Tolt Pipeline Trail and request markings on the Burke-Gilman Trail
 - ✓ The Tolt Pipeline Trail project was completed in 2017.
- 14. Relocate or increase safety conditions at Metro and school bus stops



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- ✓ Relocations of Metro bus stops on 73rd Avenue and NE 181st Street were completed in 2016. The westbound bus stop at SR 522 and 68th Avenue was relocated to the east side of that intersection in 2015. The City Traffic Engineer is in regular contact with the Northshore School District to address concerns with school bus stops.

Education and Outreach

Following the adoption of the Target Zero resolution, a community education and outreach plan was developed to increase awareness of driving, walking, and biking safety to positively influence human behavior. Below is an update on the community education and outreach strategies and tactics.

- ✓ Communications Materials & Promotional Items
 - The communications team publishes safety tips and information on city improvement projects in the city's quarterly printed newsletter and monthly electronic newsletter.
 - The communications team shares safety tips through the city's social media channels, including Facebook, Twitter and Nextdoor. Topics include;
 - Before daylight savings begins and ends, tips on being aware of the differences in daylight and staying safe on the streets. Public works also schedules variable message board signs placed along popular walking routes during "spring forward" week.
 - Before the end of the 2016-17 school year, summer safety tips for students and Kenmore residents, highlighting an increase in pedestrian and bicycle activity.
 - At the beginning of the 2017-18 school year, tips for getting to and from school safely. This information was also shared in our e-newsletters.
 - Advertisements promoting safety tips are published throughout the year in the Bothell-Kenmore Reporter.
 - Safety tip sheets are printed and displayed in the city hall lobby and at events.
 - The City's website has a page dedicated to the Target Zero Initiative. This web page will be revamped and updated this summer.
 - To help increase awareness of the Target Zero Initiative, the outreach team has promotional items to giveaway at events. Typically, people spin the wheel and answer a question for a prize. Examples of promotional items include tote bags, color-changing pencils, safety lights, pant leg straps for bicyclists, and reflective stickers.
- ✓ Community Events
 - The Target Zero outreach team helps educate kids and adults alike through the popular Target Zero spin-wheel, an interactive game that gives participants the opportunity to land on bike, walk, or drive and answer a corresponding safety related question, and with a large Target Zero safety education display board.
 - The Target Zero outreach team strives to reach a wide variety of audiences through community events. The outreach team has had a presence at events, including the Northshore Fire District Open House & Pancake Breakfast, Kenmore Summer Concert Series, Kenmore Play Day, Movies



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@ The Square, #WhyILoveKenmore Summer Party and National Night Out. This summer, we had several regular volunteers assisting with the Target Zero booth at City events.

- The past couple of years, the city has organized a Bike Everywhere Day event with live music, snacks, safety information, and giveaways to connect with the biking community. In 2017, we hosted a celebration at 192 Brewing and brought in Corpore Sano P.T. and Bothell Ski and Bike as vendors.
- We organized "Pop Up" outreach events to promote the Target Zero Initiative and connect with the public. The event was promoted a couple days in advance through the city's social media channels announcing that we would be setting up the Target Zero tent with goodies either along the Burke-Gilman Trail or at the Kenmore Park & Ride. Our four pop-up parties targeted afternoon trail users, morning bike commuters, bus riders and children/families. The City received positive feedback on the events and they have helped strengthen relationships between the City and the public. We are planning to organize similar events this fall and winter (daylight savings).

✓ School Outreach

- The communications team set up the Target Zero spin-wheel at the Northshore School District Back to School Fair and interacted with hundreds of children and parents.
- In October 2017, the communications team worked with Arrowhead Elementary to promote Walk to School Day. City staff set up a station at Arrowhead Elementary to hand out safety vests and reflective tags as students were leaving at the end of the day.
- For Teen Drive Safety Week, the communications team will be sending safety tips with the high school leadership to be shared during student announcements. We will also post this information to social media.
- The communications team was invited by the Arrowhead Elementary Associated Student Body to speak about the Target Zero Initiative. It was fun and interactive.
- The City has collaborated with King County Metro to introduce SchoolPool, an online trip matching service for parents of Arrowhead Elementary students. This program is free to parents and is being piloted at Arrowhead Elementary. The website identifies families walking (or driving) similar routes to and from school at similar times and provides methods for these families to contact each other and arrange walking groups or carpools.

✓ Bicycle Helmet Sales

- The City continues to offer low cost bike helmets to adults and children, both at City Hall and at events, such as the Bike Everywhere Day celebration. In the last year, this program has provided more than 140 helmets Kenmore bicyclists and skaters.

Enforcement Review

The Kenmore Police have continued their efforts in the enforcement of all traffic infractions, with an emphasis on motorist distracted driving, bicycle and pedestrian violations. The Police are using the philosophy of "Zero



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Tolerance” to ensure the safety of all road users. Police use static and mobile enforcement methods to widen their abilities to enforce speed limits. The Police work closely with the City Traffic Engineer to identify areas of concern, address Citizen Action Requests, and target enforcement for motorized and non-motorized transportation safety. The Police conduct targeted enforcement at the intersection of the Burke-Gilman Trail and 61st Avenue NE, citing dozens of drivers and cyclists who do not obey the posted stop signs in both directions.

The addition of the motorcycle police officer has continued into 2017 for the enforcement of traffic and crosswalk infractions. This innovative approach continues to demonstrate the commitment of the City to the citizens of Kenmore and to the Target Zero initiative.

Complete Streets Policy

In 2016, the City adopted a Complete Streets policy. This policy was developed as an aggregation of several existing City policies and standards which had developed a strong pedestrian and cyclist safety approach in the last few years. The City’s Roadway Standards, Target Zero programs and the ethic instilled by City Council Goal #1 were all incorporated into the policy. The policy ensures that all future transportation-related projects consider all modes of travel, and that the City must seek to improve non-motorized facilities at every opportunity.

The City has already implemented the requirements of this policy with the improvements for cyclists and pedestrians following the overlays of NE 170th Street/Simonds Road and NE 182nd Street. The in-design sidewalk and bike lane project on Juanita Drive and 68th Avenue NE, as well as grant-funded sidewalk projects under construction and in design in the near future all meet the requirements of this policy.

Because of the Complete Streets policy, the City’s other policies (Road Standards, Target Zero and City Council Goal #1), the City’s recent history of expansion of bicycle and pedestrian facilities, and the proactive Neighborhood Transportation Plan Program, the City was awarded a \$500,000 grant by the Transportation Improvement Board to continue our implementation of Complete Streets-type projects. This award was the top-level in a competitive program, and we were the smallest City in Washington state to be awarded at this top-level.



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Summary

Target Zero, Complete Streets and support of City Council Goal #1, *to focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicyclist and other means of travel*, continues to be a primary objective for the City of Kenmore.

The City was successful with two grant applications in 2017, allowing the City to continue to build sidewalk near schools and in the downtown core. The City is applying for additional grants in support of the bond-funded sidewalks project on Juanita Drive and 68th Avenue NE, stretching from the northern to southern limit of the City.

The City has completed the 90 projects developed through the Neighborhood Transportation Plan. The Traffic Engineer continues to address citizen concerns and action requests, as well as developing plans to further the City's vision for a pedestrian and bicycle network as described in the Transportation Element of the Comprehensive Plan. Education, outreach and enforcement activities are on-going. Target Zero will continue to be present at City functions and events and the City's Complete Streets policy requires a consideration of multi-modal transportation on all projects which affect the right of way.

Kenmore was recognized as a leader in Washington State in implementing improvements for non-motorized transportation (as part of the Complete Streets grant program) and will continue to focus on Target Zero as we head towards the resolution's goal year of 2025.



City of Kenmore, Washington

TO: Rob Karlinsey
City Manager

FROM: Brett Schock, PE
Traffic Engineer

DATE: October 12, 2017

SUBJECT: DRAFT Wrap Up of the Neighborhood Transportation Plan Program

The City of Kenmore developed a Neighborhood Transportation Plan Program (NTPP) in 2015 to address multi-modal transportation concerns on residential streets throughout the City. The program was developed in response to one of the recommendations of the 2014 Pedestrian and Bicycle Ad Hoc Committee. The program was also aligned with, and furthered the objectives of, the City's 2014 Target Zero resolution and the City Council Goal #1, *to focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicyclist and other means of travel.*

The following is a review of the program, including outreach efforts, highlighted projects, the program budget, and lessons learned. This document also includes a summary of responses to date for a survey that was sent to citizens who participated in the program. The survey will remain open until October 23, 2017. Additional responses received will be added at the City Council meeting on October 23, 2017.

Neighborhood Transportation Plan Program (NTPP) Overview

The NTPP was developed by the City Traffic Engineer in 2015 as a proactive outreach to identify concerns on residential streets related to all modes of transportation. The program was focused on improving conditions and connections for non-motorized modes (walking and biking), but allowed for addressing traffic calming concerns as well. The goals of the program were:

- Proactively solicit public input via public involvement meetings
- Identify and prioritize low cost, quick-build, effective enhancements
- Identify and implementation plan for each neighborhood within the budget provided

The program divided the City of Kenmore into fifteen different "neighborhoods". Each of these was defined by a combination of topography of the City and arterial roadways. The neighborhood boundaries were used to determine project budgets, based on the total number of households in each. A map of the neighborhoods is included as Figure 1, below.



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Figure 1 NTPP Neighborhoods





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For each neighborhood, the City offered a minimum of two public meetings to identify and prioritize concerns. Meetings were advertised by a postcard sent to each address in the neighborhood identifying the date and time of the meeting and the location at City Hall. Yard signs were used in each neighborhood to advertise the second of each series of meetings. Additional advertisement for the program was placed on the City website and through email listserve and social media. Some neighborhoods were offered a third public meeting to make final comments and confirm proposed projects. These third meetings had minimal attendance and the third “meeting” was changed to an open comment period for meeting attendees for other neighborhoods. All postcards encouraged those who could not attend meetings to email suggestions to the City Traffic Engineer.

The first neighborhood meetings were held in September of 2015. Meetings were held in groups with five neighborhoods starting through the process in September of 2015, four neighborhoods in December of 2015 and the six remaining neighborhoods in March of 2016.

At the public meetings, City staff gave a short presentation and overview of the program, its scope and limitations, expectations for citizen feedback and identified some suggested improvements that could be used to address concerns. After this presentation, attendees were given maps of their neighborhood and pens. Attendees were encouraged to write their comments directly on the maps and identify concerns. City staff made themselves available to answer questions or provide suggested improvements. The development of solutions and projects was a collaborative effort with attendees and City staff. Any improvement which addressed a concern and met sound engineering principals was moved forward as a candidate project. Towards the end of each meeting, City staff distributed circular stickers which attendees used to identify projects they felt were of a higher priority than others.

After these two meetings, the City Traffic Engineer designed the projects described on the maps and identified an estimated cost for each improvement. The priorities identified on the maps and the available budget for each neighborhood were used as a guide to develop each neighborhood’s plan of improvements. The plan was presented, either through a third meeting or emailed to previous meeting participants for that neighborhood, and an open-comment period was held. Following this comment period, the plans were finalized and project implementation began.

A total of 151 citizens participated in the program, either through attending the meetings at City Hall or emailing in concerns. While this was lower than the initial hopes for participation in the program, it is consistent with participation rates in other recent city outreach programs for citizen comment.



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NTPP Project Highlights

Following the approval of neighborhood plans by the participants from each neighborhood, the City Traffic Engineer began the process of implementation. Projects were installed by a combination of City staff, King County crews, Puget Sound Energy and third-party contractors. Through the NTPP, a total of ninety projects were completed. These projects fall in several categories including:

- Roadway signing and striping enhancements to address vehicle speed, sharp curves, pedestrian and bicycle facilities and visibility
- Street lighting improvements
- Crosswalks at the intersection of residential roads with arterial roadways
- Physical traffic calming on residential streets (a pilot chicane installation, followed by installation of permanent speed cushions)
- Striped curb extensions to shorten crossing distances and calm vehicle turning speeds
- Expansion of existing pedestrian walkways
- Mini-roundabouts in a context-sensitive design on residential streets

Some specific projects are highlighted below:

NE 185th Street – shoulder walkway and 3-way stop

On NE 185th Street, NTPP participants commented that there was a gap in pedestrian space between sidewalks and curb ramps at 73rd Avenue NE and sidewalks on 71st Avenue NE. With in-progress and recently completed development along 73rd Avenue NE, this route was forecast to become a significant school walking route to Kenmore Elementary. There was also a concern with vehicle yielding at the intersection of 71st Avenue NE and NE 185th Street, especially across the existing crosswalks in this intersection. Through the NTPP, the vehicle lanes on NE 185th Street were narrowed and this created enough space for a shoulder walkway connecting this sidewalk gap. Because of the crosswalks and future school walking route concerns, a 3-way stop was put in place at 71st Avenue NE and NE 185th Street.



*Before NE 185th Street walkway
(south shoulder, looking east towards 73rd Ave)*



*After NE 185th Street walkway
(north shoulder, looking east towards 73rd Ave)*



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Arrowhead Drive – Added pedestrian space and traffic calming, street lighting improvements

Arrowhead Drive received several comments during the NTPP public meetings. Requests were made to address pedestrian walking space, street lighting and elevated vehicle speeds around a north-to-west turn in the road. This portion of Arrowhead serves as a major walking route accessing Arrowhead Elementary school, in addition to being the only in/out road for citizens living in this area west of Juanita Drive. Through the NTPP, a project was completed which changed the radius of the roadway curve, slowing the comfortable speed for vehicles while at the same time providing as much as 10 extra feet of pedestrian shoulder on the inside edge of the curve. An extruded curb was added through the curve to enhance the pedestrian safety. Between the curve and Arrowhead Elementary school, five streetlights were upgraded to LED and/or added to the road.



Before lighting upgrade (looking north from NE 151st Street)



After lighting upgrade (looking north from NE 151st Street)



*Arrowhead Drive – Before curve changes
(looking north)*



*Arrowhead Drive – After curve changes
(looking east)*



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Arterial crosswalks with Rectangular Rapid Flash Beacons (RRFBs) – 61st Avenue, 68th Avenue, 73rd Avenue and 84th Avenue (Simonds Rd and Moorlands Elementary)

Through the NTPP, comments were received at several meetings that additional crosswalks on arterials where they intersect with residential roadways would be a benefit to pedestrians and help create a network of pedestrian facilities. The scope of the NTPP did not include arterials. But, crosswalks at intersections of residential roads and arterials were a very high priority for several neighborhoods. Because they served pedestrian connections on residential streets, crosswalks of arterials were included in the NTPP. Four new striped crosswalks were implemented at suggested priority intersections. These four new striped crosswalks and an existing striped crosswalk on 84th Avenue at Moorlands Elementary which was enhanced with RRFBs, brought the total number of RRFB crosswalks in the City to 17.



New crosswalk at 68th Avenue NE and NE 190th Street



New crosswalk at 61st Avenue and NE 197th Street

NE 182nd Street – street lighting improvements

Participants in the NTPP meetings commented that NE 182nd Street lighting was insufficient for both drivers and pedestrians, especially since NE 182nd Street has only a shoulder walkway and no sidewalk between 68th and 70th Avenues. Through the NTPP, the lighting was upgraded on this street, and additional lights added. The lighting was also directed towards the walkway to increase visibility of pedestrians.



NE 182nd Street – before lighting upgrades



NE 182nd Street – after lighting upgrades



City of Kenmore, Washington

84th Avenue NE and Simonds Road – intersection modifications

The intersection of 84th Avenue NE and Simonds Road was identified by participants in the NTPP as a concern for several reasons. Participants were concerned with the speed of vehicles traveling through the intersection on Simonds Road and making right turns onto 84th Avenue. The crosswalks, both across 84th Avenue and across Simonds Road were also a concern. A project was initiated through the NTPP to address each of these issues by reconfiguring this skewed intersection. The intersection approaches from the north and south were turned and squared to Simonds Road, slowing vehicle turning speeds and increasing visibility for drivers. This allowed for shortening the crossing distance across 84th Avenue from 120 feet to approximately 40 feet.

The project accomplished these goals using striping and concrete planters. The City did not provide as much public notification of this project and the expected layout as we could have. Because of this, there was a significant public reaction to the project. In response to citizen concerns, the project was modified, but the goals of the project, slowing vehicle turning speeds and reducing pedestrian crossing distance, remained. The intersection modification now consists of striping, extruded curb and green bicycle lane paint. A proposed art project involving students from Inglesmoor High School is in development for the open area protected by the extruded curb on both sides of the intersection.



84th Avenue and Simonds before modification



84th Avenue and Simonds – planter modification



84th Avenue and Simonds – current modification



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75th Avenue NE traffic calming

Participants in the NTPP in the neighborhood surrounding 75th Avenue NE between NE 155th and NE 150th Streets made comments about the ineffective and loud existing traffic calming (rumble strips created from raised pavement markers) on their street and the perception of elevated speeds. Traffic calming was identified as a priority. Because of the desire to lower the noise generated by traffic calming, and the neighborhood budgets, chicanes were suggested to the participants by City staff. After working through the details, participants approved moving forward with chicanes. Because of the neighborhood budget, the original design was a temporary installation using paint and planters. The improvements did not match the depictions the City provided to residents living on 75th Avenue NE and as a result there was a negative reaction to the chicanes. The chicanes were removed and replaced with more conventional speed cushions. A similar calming project was implemented in response to a NTPP participant concern on 67th Avenue NE. This project was also modified from the original chicanes to a conventional speed cushion.



*75th Avenue NE before modification
(west shoulder, looking north near NE 153rd Place)*



*75th Avenue NE – planter chicane
(east shoulder, looking north near NE 153rd Place)*



*75th Avenue NE – speed cushions
(west shoulder, looking north near NE 153rd Place)*



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62nd Avenue NE mini-roundabouts

At the intersections of 62nd Avenue NE with NE 196th and NE 197th Streets, participants in the NTPP expressed concerns with vehicle speeds and proper yielding through these intersections, adherence to an existing stop sign at 62nd and 196th for northbound traffic. Participants suggested traffic circles at both intersections. While these would be non-conventional designs, mini-roundabouts did fit within the existing footprint at both intersections. The projects were approved by participants and were accomplished within the neighborhood budgets.



*Original intersection of 62nd Avenue NE and NE 196th Street
(looking north)*



*New mini-roundabout at 62nd Avenue NE and NE 196th Street
(looking south)*

NTPP Budget Review

A total program budget of \$350,000 was allocated in the Council-approved 2015-16 budget. The program was initiated in 2015 and construction of projects continued into 2017. In addition to the approved program funding, some projects which also modified arterial roadways (at intersections with residential roads) were partially funded by the Strategic Opportunities fund. Some projects approved by participants in the NTPP were modified in the field or after initial installation in response to citizen concerns. These modifications were funded from the Street fund.

As of this report, the total expenditures for advertising and conducting of public meetings and installation of projects for the NTPP is \$341,563. Staff costs were not charged to this program.



City of Kenmore, Washington

NTPP Lessons Learned

While the NTPP resulted in many projects that have improved the safety conditions on several Kenmore roadways, there were aspects of the program that could have been better executed. These lessons learned are being applied to future projects that are already in development.

- **Additional public notification of coming projects**

The project to address concerns at the intersection of 84th Avenue NE and Simonds Road, as well as traffic calming on 67th and 75th Avenues NE, had a negative reaction from a small group of concerned citizens. Many of those who voiced a displeasure with the projects were not part of the NTPP and had not received advanced notifications of the project through the program. No specific outreach was performed for these projects. The City is developing a plan to have more public notification of future transportation projects and present opportunities to comment and modify projects prior to implementation. Outreach, such as door hangers, publicly posted signage and mailings will be used for future transportation projects.

- **Using data to confirm reported concerns**

Projects to address elevated traffic speeds on 67th and 75th Avenues NE were implemented without data confirmation, per the structure of the program. Some of the reaction to these projects included questioning why funding was applied to these streets and not others. Without a data-based approach, the implementation of traffic calming was based on the perceptions of the participants in the meeting (who represent a small percentage of the overall neighborhood). Data collected on these streets in support of these projects indicated that neither street would have qualified for physical device traffic calming under the City's existing traffic calming policy (outside of the NTPP).

- **Lower than expected participation**

Much of the NTPP was developed with an expectation of higher turnout. While the overall participation rate was similar to other proactive outreach programs, three of the fifteen neighborhoods had only one or no participants. Given the geographic breadth of the program, in some neighborhoods, small numbers of participants were able to get projects implemented on their streets which were not necessarily favorable to other non-participating residents.

- **Differences in favored projects**

While many projects were completed, traffic calming with physical devices (typically speed bumps) was a common cited concern, but not a high priority. Traffic calming with physical devices that was implemented was met with some resistance as well, as noted in the Projects section of this report. Street lighting was a significant priority in many neighborhoods, which was not expected at the beginning of the program. Many participants were disappointed that new sidewalk could not be constructed within the program, but understood the high cost barriers once that was explained at the public meetings.



City of Kenmore, Washington

NTPP Participant Survey

The City sent a survey to all participants in the program who provided an email address at the public meeting sign-in for their neighborhood. This survey asked participants to rate aspects of the program and make suggestions for future programs. The survey will remain open through October 23, 2017, and the final results will be presented to the City Council at that meeting. As of October 12, 2017, some of the responses gathered include:

- A majority of participants felt that the scope of the program was too limited
- Half of respondents would be willing to participate in an online-hosted public meeting in the future
- The vote was split on the notifications of the program and project construction, with half feeling that there was an appropriate amount of notification, and half feeling there was not enough.
- A majority of respondents would like to see a program focused on sidewalks in the future with some preference for fewer more expensive projects
- A narrow majority of respondents would prefer there to be some data thresholds for projects, but not as much as the City's traffic calming policy

The final survey results will be presented to the Council at the October 23, 2017 meeting.

Summary

The Neighborhood Transportation Plan Program was a success in implementing a large number of projects in a short amount of time to address numerous concerns of participating citizens. The program came in under the total budget. Through the program, the City has increased the number of RRFB-enhanced crosswalks, increased pedestrian connections, constructed its first mini-roundabouts, shortened crossing distances at arterial intersections and achieved the original program goals.

The program was cited as a significant contributor to the City's selection for a Bronze level Walk Friendly Award in 2017, as well as the City's selection as an "Implementer" level awardee in the Washington State Transportation Impact Board's Complete Streets grant competition. Through the Complete Streets program, the City received a \$500,000 grant to continue implementing Complete Streets projects, like those implemented through the NTPP. The program has been highlighted by the City Traffic Engineer at webinar and conference presentations in Olympia, WA and Kennewick, WA and received praise for the proactive outreach and quick, effective, creative use of design and funds to achieve improvements for all modes of travel.

Target Zero & Neighborhood Transportation Plan Program Update

Brett Schock, PE
Traffic Engineer
October 23, 2017



Tonight's Agenda

- Target Zero program review
 - Pedestrian Projects
 - Bicycle Projects
 - Partnerships
 - Education and Enforcement
- Complete Streets Ordinance
- Neighborhood Transportation Plan Program wrap-up
 - Program review
 - Project development process
 - Project review
 - Highlighted projects
 - Program budget review
 - Lessons Learned
 - Participant surveys



Target Zero

Target Zero Resolution

Pedestrian and Bike Ad-Hoc Committee



Kenmore City Council Actions

Target Zero

- 2014 Council Resolution
- In response to 2014 pedestrian and bicyclist fatalities
- Goal of zero pedestrian and bicyclist fatalities or serious injuries by 2025
- Traffic Engineer position

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”*



Capital Projects - Pedestrian Improvements

- 5,000 linear feet of sidewalk since June 2016
- 5 new RRFB-enhanced crosswalks (NTPP)
- Tolt Trail completion
- Opportunities afforded by overlays
- NTPP projects
- Reviewed by Traffic Engineer



NE 181st Street Sidewalks

- Approx. 1,600 linear feet
- 68th Ave to 73rd Ave
- RRFB Crosswalk at Safeway driveway
- Grant funded



62nd Avenue NE Sidewalks and Traffic Circles

- Approx. 1,400 linear feet
- NE 181st to NE 187th St
- 3 traffic circles
- Grant funded



NE 202nd Street & 66th Avenue NE Sidewalks

- Approx. 2,000 linear feet
- 66th Ave to NE 201st St
- Connects to Kenmore Middle School
- Grant funded



Bicycle Improvements

- 61st Avenue and Burke Gilman Trail
- NE 170th Street and Simonds Road buffered bike lanes
 - Opportunity afforded by overlay



Future Projects (in Development)

- Juanita Drive/68th Avenue NE sidewalks and bike lanes
 - Imagine Kenmore/Bond Measure
- West Sammamish River Bridge Replacement
- NE 153rd Place sidewalks
 - Safe Routes to School grant
- NE 181st Street sidewalks (65th to 67th Avenue)
 - Transportation Improvement Board grant
- Bicycle lane improvements – 61st, 73rd and 80th Avenues



Target Zero – Education

- Safety tips and newsletters
- Presence at City Events, school events and pop-up events
- Continued helmet sales



Target Zero – Enforcement

- Motorcycle officer
- Targeted crosswalk enforcement
 - 61st Avenue NE and Burke Gilman Trail
 - 75th Avenue NE and NE 192nd Street



2014 Pedestrian and Bike Ad-Hoc Committee

- Committee made 14 recommendations to the City to improve bike and pedestrian safety
- All 14 recommendations have been addressed

Highlighted Accomplishments:

- ✓ Significant investment in sidewalks and walkways, complete Tolt Trail
- ✓ Expansion of bike network
- ✓ Added RRFB crosswalks, with a total of 18 City-wide as of this report
- ✓ Completion of the NTPP
- ✓ Updating of vegetation and sidewalk maintenance code
- ✓ Addressing of CARs and upgrading of form to accept photo submissions



Citizen Action Requests (CARs)

- 500+ citizen requests responded to since June 2016 update
- Resulted in numerous improvements and changes
- Coordination with police, partner agencies



Traffic Data

- Traffic volumes and speeds
 - By request on residential streets – CARS responses
 - Arterial rotation
 - Bicycle counters
- Collision database
 - Monthly police reports



Northshore School District

- Arrowhead Elementary
 - Signal changes
 - Walk route improvements
 - Schoolpool
- Inglemoor High School
 - Circulation for pick-up and drop-off
 - Parent holding lots



Complete Streets

- Ordinance passed in 2016
 - Combines efforts of Target Zero, Council Goal #1
- City awarded \$500,000 grant based on ordinance, project history and Complete Streets “ethic”
 - One of six awardees at this level state-wide



Walk Friendly Award

- Bronze-level awardee in 2016
- Award cited four City efforts
 - Target Zero
 - Neighborhood Transportation Plan program
 - Grant and bonds for sidewalks
 - Complete Streets ordinance



Target Zero Summary

- 2025 goal of zero pedestrian or cyclist fatalities or serious injuries
- Guiding principal for public works
- Wrapped into Complete Streets policy



Target Zero Progress

Bicycle and Pedestrian Collisions - 2007-2017



Neighborhood Transportation Plan Program

Program Wrap-up



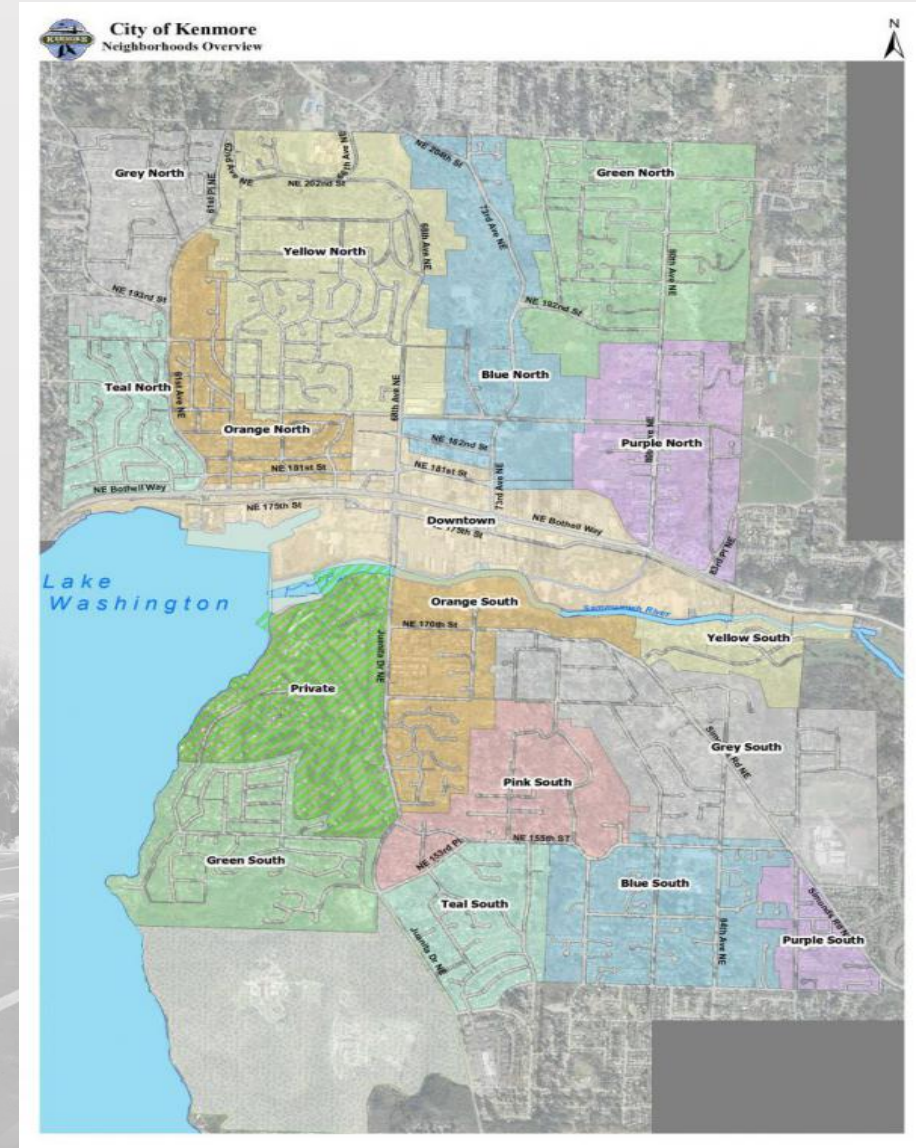
NTPP Program Review

- Proactive program to gather citizen feedback on transportation concerns on residential streets
 - Focus on non-motorized active transportation modes
- Identify and prioritize low-cost, quick build, effective enhancements
- Implement projects within each neighborhood's budget



Neighborhoods

- 15 neighborhoods
 - City-wide
- Divided by topography and access to arterials



Neighborhood Meetings

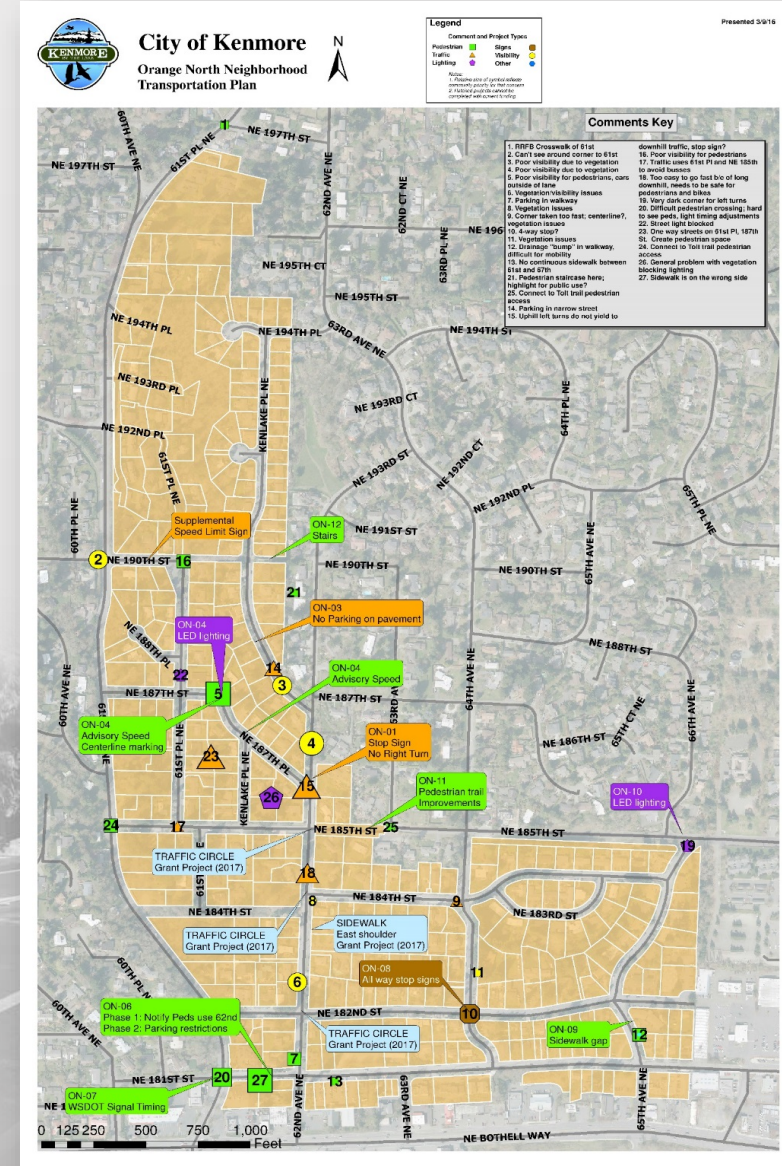
- 2 meetings per participating neighborhood
 - September 2015 through June 2016
 - Total of 42 meetings held
- Participants write/draw concerns and suggestions on neighborhood maps
- 151 citizens participated





Project Development

- Citizens and staff work together to identify low-cost, effective solutions
- Participants had an open comment period before projects were finalized



NTPP Projects

- Completed 90 projects in 18 months (late 2016 to mid 2017)
 - Includes revision of some projects to address citizen concerns
- Implemented using a variety of partners
 - King County
 - Puget Sound Energy
 - Contractors
 - In-House



Project Types

- Signing changes
 - Added/enhanced speed limit signs
 - Pedestrian signs
 - Electronic speed feedback signs
- Striping and marking changes
 - Reduce lane widths to create walkways
 - Bicycle lane extensions at intersections
 - On-pavement "SLOW" at curves



Project Types

- Roadway lighting improvements
 - Energy-efficient LEDs
 - Increased lighting of walkways
- Vegetation trimming
- Crosswalks and curb extensions
- Traffic calming
- Mini-Roundabouts



NTPP Highlight Projects



Arrowhead Drive

- Reshaped curve to slow traffic and add up to 9 feet of pedestrian space
- Added lighting



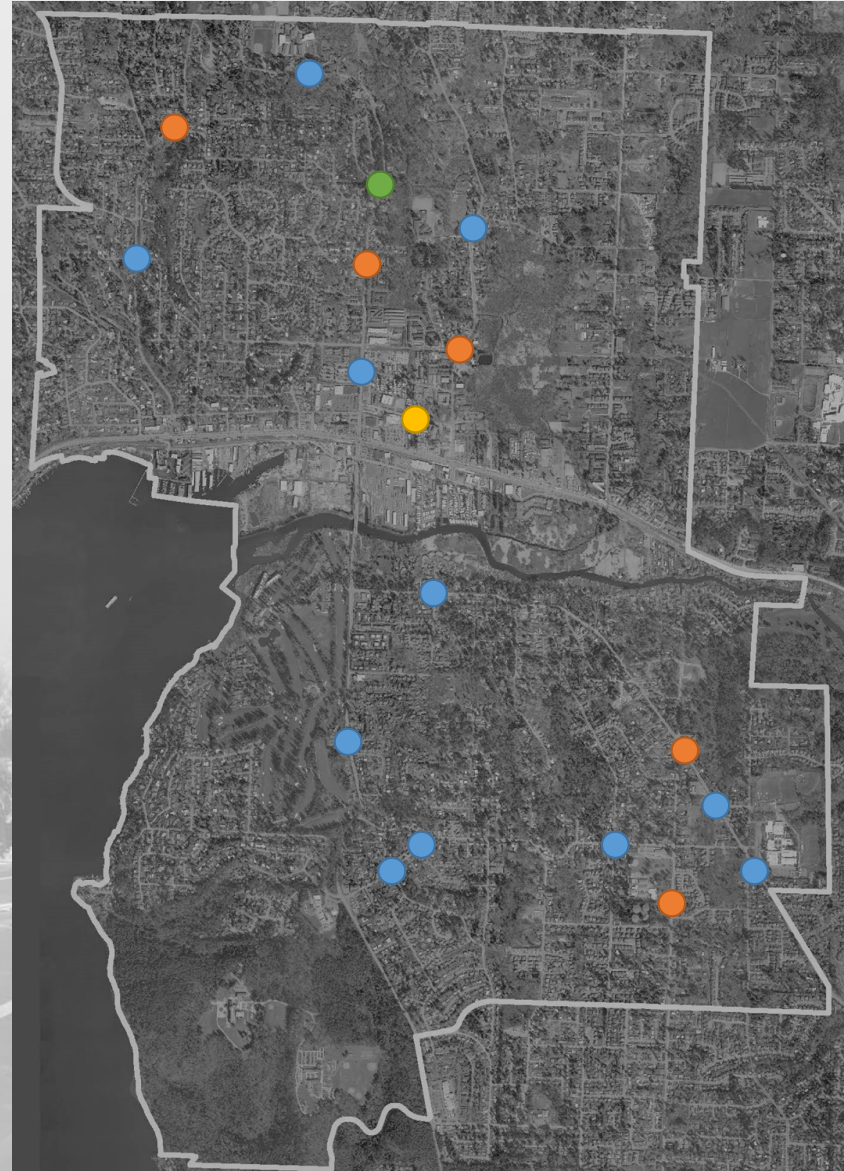
New RRFB Crosswalks

- 68th Ave at NE 190th St
- 61st Ave at NE 197th St
- 73rd Ave at NE 185th St
- 84th Ave at Simonds Rd
- Moorlands Elementary
 - Added RRFB to existing crosswalk



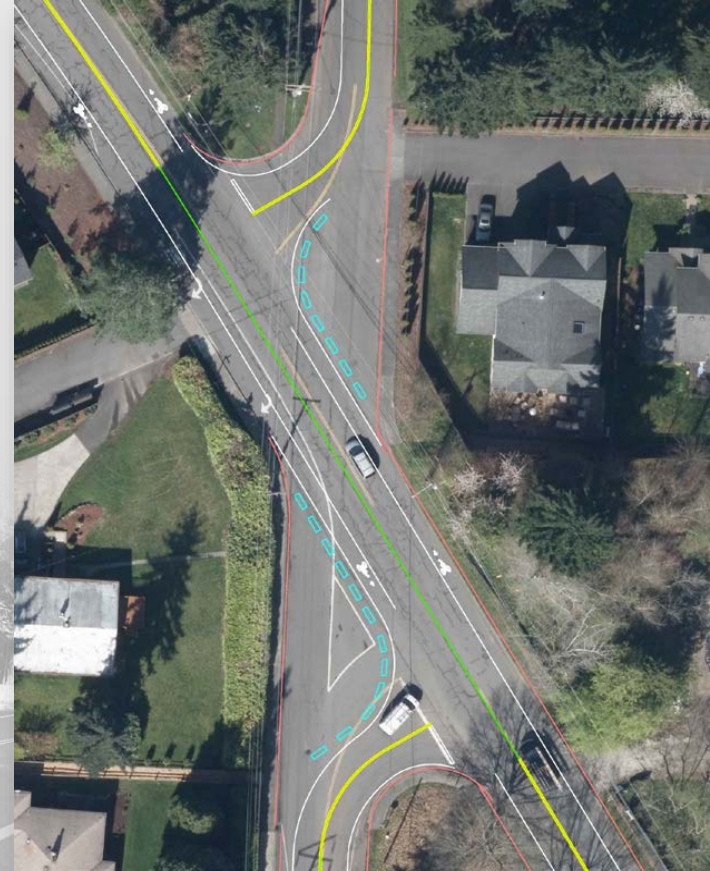
Kenmore RRFBs

- Total of 18 City-wide
 - 11 installed in 2014
 - 1 installed in 2015
 - 1 installed in 2016
 - 5 installed in 2017 (NTPP)



84th and Simonds Intersection

- Reduce crossing distance (84th) for pedestrians
 - Previously 120'
 - Wider than SR 522 crossings
- Slow vehicle speeds
 - On Simonds Road
 - Making right turns to 84th



84th and Simonds Modifications

- Initial install involved striping and concrete planters
 - Citizen concerns
- Modified to use extruded curb and green bike lanes



84th and Simonds Student Art

- Over 400 votes from the public
- Artist has been contacted and we are working on an installation plan



62nd Avenue Roundabouts

- Addressing yielding and vehicle speeds through intersections
- Accommodates large vehicles
 - School busses
 - Long trailers
- Pedestrian space created at school bus stop



Budget Review

- Council authorized \$350,000 in 2015-16 budget
- Total expenditures of \$341,563
 - Includes projects and meetings
 - Some project cost-sharing with other funds
 - Staff costs not charged to program



Lessons Learned

- Public notification and setting of expectations
- Data thresholds and evaluation
 - No data requirements/thresholds for NTPP projects
- Participation rates
- Project types
 - Physical traffic calming devices
 - Street lighting



Participant Survey

- Emailed to all participants
 - Available online or to print and mail
- 18% response rate
- Questions on the process and scope of the program



Survey Results

Majorities think:

- An appropriate number of meetings at City Hall
- Program and projects were adequately advertised to the public
- Some data should be required to confirm a need for projects

A split vote on:

- Future programs focus: sidewalks, arterial development, and residential roadways.
- Project cost vs. number of projects



Program Wrap-Up

- The NTPP was a successful, well-received program
- Overall improvement in multi-modal transportation
 - Recognized locally and regionally
- The program was a significant contributor to recent awards



"Use every foot to accommodate the widest range of users, safely!"

