City of Kenmore

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

City Council Regular Meeting of Monday, January 22nd has CHANGED to a Special Meeting

City Council Special Meeting

ON-SITE

MONDAY, JANUARY 22, 2024 - 6:00 PM

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

ZOOM LINK: https://kenmorewa-gov.zoom.us/j/89975278633

ZOOM PASSWORD: opma

Or One tap Mobile: US: +12532158782,,89975278633#

Or Telephone Dial US: +1 253 215 8782 US

Callers please dial *9 to raise and lower hand

Webinar ID: 899 7527 8633

ZOOM PASSWORD: opma

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

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

Land Acknowledgement to Honor First Peoples

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

I. CALL SPECIAL MEETING TO ORDER - 6:00 PM

II. ROLL CALL

III. TRAINING

TRAINING PROVIDED

A. Open Public Meetings Act and Public Records Act Training, presented by Morgan Damerow, Attorney General's Office (90 minutes)
Presentation

IV. LAND ACKNOWLEDGEMENT

V. FLAG SALUTE

VI. AGENDA APPROVAL

VII. PROCLAMATION

PROCLAIMED

A. Black History Month
Black History Month Proclamation

VIII. PUBLIC COMMENTS (approximately 7:40 PM)

Welcome to the Council's meeting. Please address your comments to the Mayor and Council. You'll have three minutes to speak. If there are more than 20 speakers, time will be reduced to two minutes per speaker. The Clerk will call your name when it's your turn. The Presiding Officer may choose to alternate between in-person and online comments. Please state your name and city of residence and keep within the allotted time. To make every person feel welcome and safe here; please refrain from booing, clapping, heckling, yelling, or other interruptions. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

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

IX. WHERE'S THE FUN?

X. PRESENTATION

REMOVED FROM AGENDA, TO BE RESCHEDULED

A. Kenmore's Public Records Requests Update, presented by Public Records Officer Teresa McAllister

XI. CONSENT AGENDA

CONSENT ITEMS ADOPTED

A. Cancel the City Council Regular Meeting of February 19, 2024 (and February 20, 2024).

B. Approve Total Check # 53569 through 53627 totaling $229,129.47 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 12/29/2023 in the amount totaling $249,227.57, and ACH Payment #s 1504 through 1519 totaling $41,514.15.
Voucher Certification and Approval 12/23/2023 - 12/31/2023

C. Adopt Ordinance No. 24-0605 Disapproving and Denying the Proposed Development Agreement for Real Property Located at 6532 Bothell Way NE, Kenmore, Between the City of Kenmore, Plymouth Housing Group, and Kenmore Housing, LLC. *(Added 1/19/2024)*

ITEM "C" MOVED OFF CONSENT AGENDA TO DISCUSS INDEPENDENTLY.

WITH A VOTE OF 5:2, ORDINANCE 24-0605 IS ADOPTED AND THE PROPOSED PLYMOUTH DEVELOPMENT AGREEMENT IS DENIED.

Agenda Bill - Deny Plymouth Proposed Development Agreement - 6532 Bothell Way NE
Attachment 1- Development Agreement
Attachments 2 and 3 - Ordinance No. 24-0605 & Exhibit 1 - Denying Plymouth Development Agreement

D. Authorize the City Manager to execute Contract No. 23-C2995 with Kimley-Horn, in an amount not to exceed $85,000, for assistance with Comprehensive Plan and Code Amendments related to Middle Housing as required by law. *(Added 1/17/2024)*
Agenda Bill - Contract No. 23-C2995

XII. STAFF REPORTS

XIII. COUNCILMEMBER REPORTS & COMMENTS

A. 2024 City Council Regional Committee Assignments, *for review and updates*
Agenda Bill - 2024 Council Committee Appointments
Attachment 1 - 2023 Council Committee List
Attachment 2 - NUHSA Letter, dated 10/13/2023

XIV. EXECUTIVE SESSION

CANCELED

A. Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss potential litigation. This executive session is slated to last 30 minutes. No final action is expected.

XV. ADJOURNMENT

NOTICE OF POTENTIAL QUORUMS
Click here for information about Potential Quorums of the City Council. Now found on the City website under City Council Meetings.

OPEN GOVERNMENT TRAINING

PUBLIC RECORDS ACT & OPEN PUBLIC MEETINGS ACT

JANUARY 22, 2024

OVERVIEW

Significance of Open Government & Transparency

Public Records Act

Open Public Meetings Act

DISCLAIMER

This presentation is educational only and is not legal advice or a legal opinion. The PRA and OPMA change over time. Later court decisions, or changes in statutes, can impact the either of these laws and an agency's obligations.

2

THE STARTING POINT

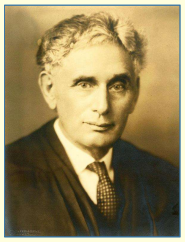
"The people do not yield their sovereignty to the agencies which serve them."

"The people, in delegating authority, do not give public servants the right to decide what is good for the people to know and what is not good for them to know."

3

WHY YOU SHOULD CARE ABOUT TRANSPARENCY LAWS

"Sunlight is the best disinfectant."



U.S. Supreme Court Justice
Louis Brandeis

The Leader
PTSD settles lawsuit over public records
School district is latest hit by legal action from chronically litigious Whidbey resident

ACLU Washington
Judge fines Tacoma Police Department for withholding public records about invasive surveillance device

THE SPOKESMAN-REVIEW
Justices uphold $502,000 public records fine against state

PRA Penalties & Judgments

$2.6 M – City of Tacoma

$14.00 – Office of the Governor

PUBLIC RECORDS ACT
CHAPTER 42.56 RCW

THE PRA'S PURPOSE

"The purpose of the PRA is to increase governmental transparency and accountability by making public records accessible to Washington residents."

6

UNDER THE PRA, AGENCIES MUST

- ✓ Appoint a public records officer.
- ✓ Publish procedures describing agency organization, operations, rules of procedure, and adopt/enforce rules/regulations.
- ✓ Publish fee schedule. No fee to inspect records.
- ✓ Maintain a list of laws the agency believes exempts or prohibits disclosure.
- ✓ Provide indexes of records.
- ✓ Make non-exempt records available for inspection and copying during customary business hours for a minimum of 30 hours per week, excluding holidays.
- ✓ Post customary business hours on the agency's website.
- ✓ Maintain a Public Records Request Tracking Log.

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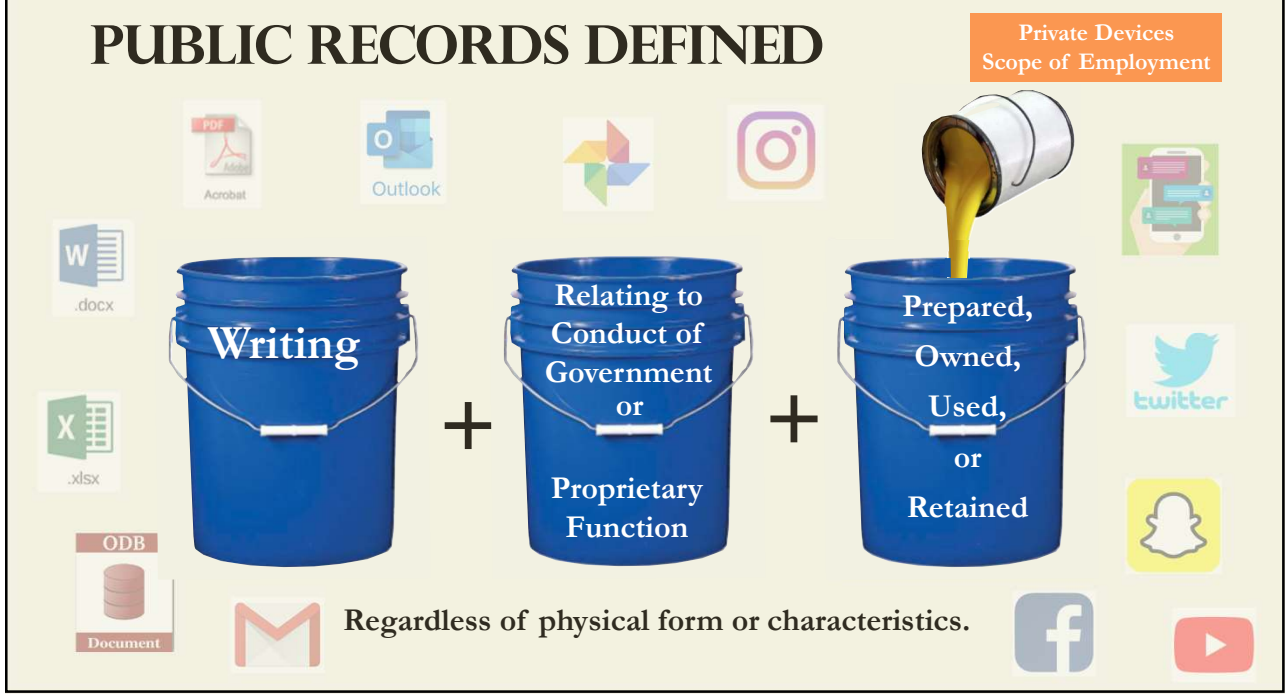
PUBLIC RECORDS DEFINED



PERSONAL DEVICES & ACCOUNTS

Includes - personal cell phones, text messages, email accounts, and social media accounts.

Scope of Employment

- The job requires it
- The employer directs it
- It furthers the employer's interests

The public employee must obtain, segregate and produce to the employer those public records that are responsive to a PRA request from the employee's personal accounts, files, and devices.

Bottom Line

Records belong to the agency. They are not personal records.

9

Records Retention

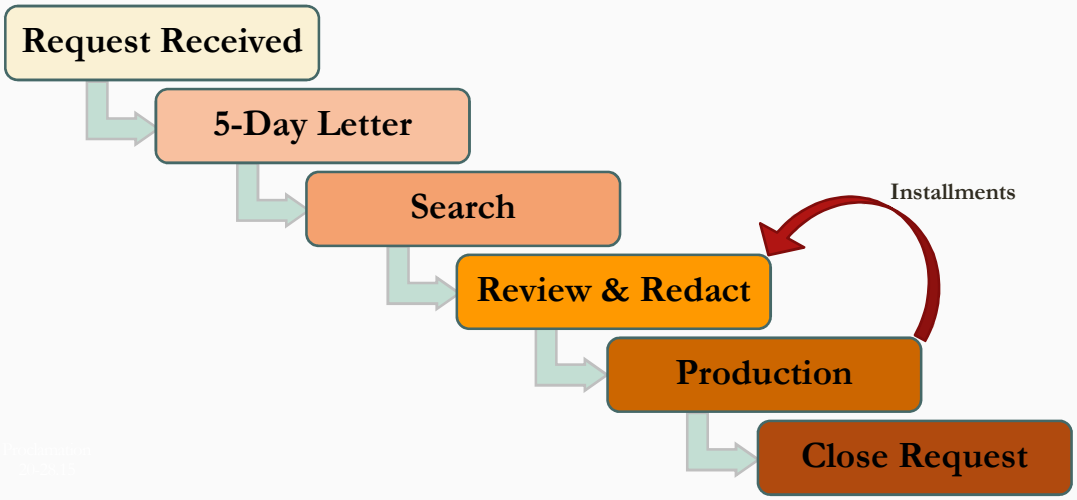
KEEP PUBLIC RECORDS FOR **MINIMUM** RETENTION

then

- INTENTIONAL RETENTION
- DESTROY
- TRANSFER (SOS Office of the Secretary of State, Washington State Archives)

10

The Public Records Production Process



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REQUEST FOR RECORS

- Did you receive one? Test: "FAIR NOTICE"
  - Says "I am making **a public records request** for…."
  - On the agency's **Public Records Request form**
  - Says it is a "**Public Records Act**" or "**PRA**" request
  - Cites PRA - **RCW 42.56,** "**Freedom of Information Act**" or "**FOIA"**
  - Says "Attention: **Public Records Officer**"

- No specific format or form required. Must accept in person requests made during normal office hours.
- Must request identifiable public records. A request for "information" is not a request for "records" under the PRA.

BEST PRACTICE

REFER PERSONS TO PUBLIC RECORDS OFFICER.

IF YOU RECEIVE A COMMUNICATION SUCH AS THOSE ABOVE, GET IT TO PUBLIC RECORDS OFFICER ASAP.

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Requester Identity & Motives

- Treat all requesters the same - does not mean they all get the same records.
  City of Fife v. Hicks
- While the default is neutrality, identity of the requester may impact exemptions.
  RCW 42.56.250(1)(h)
- Requester's motives for making requests is irrelevant.
  Hood v. Columbia County, Hood v. Centralia College

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The 5-day letter – Options

- Provide the record;
- Provide an internet address and link on the agency's website;
- Acknowledge receipt and request clarification; or
- Denying the public record request;
- Acknowledge receipt the request and providing a reasonable estimate of the time to respond to the request.

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RECORDS SEARCH RESPONSIBILITIES

"The adequacy of a search is judged by a standard of reasonableness, that is, the search must be reasonably calculated to uncover all relevant documents."

Plan searches:

- Understand your agency. Who holds what records. What are the records storage locations and systems.
- "Easy" vs Complex searches.
- Assign responsibility: Central ←→ Division Representatives ←→ Individual Employees
- Talk with staff about potential search terms.
- Be aware of acronyms, misspellings, or alternative spellings.
- Follow the breadcrumbs. Additional Searches may be needed.

Cast a wide net and document all of your search efforts including:

- Search terms used.
- Locations searched.
- Description of records produced & how.
- Description of records not produced.

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EXEMPTIONS – A FOUNDATION

- Records are presumed open.
- An exemption must exist in law (state or federal; PRA or other laws). So where do I find them?
- Exemptions are narrowly construed.
- The individual asserting the exemption bears the burden of proof.
- An agency must, in writing, cite the exemption for the requester and provide a brief explanation. Typically agencies provide an "Exemption Log."
- No "silent withholding."
- The majority of exemptions are discretionary.

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Privacy as an Exemption

There is **no general "privacy"** exemption.

If privacy is an express element of another exemption, privacy is invaded only if disclosure would be:

Highly offensive to the reasonable person, and

Not of legitimate concern to the public.

This means that if information does not satisfy both these factors, it cannot be withheld as "private" information under other statutes. RCW 42.56.050.

Example: RCW 42.56.230(3)

Personal information in files maintained for employees, appointees, or elected officials of any public agency to the extent that disclosure would violate their **right to privacy** (information regarding misconduct is not exempt).

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Employee Information Exemptions

- **Dates of Birth**
  - RCW 42.56.250(1)(h)
  - Improper release may trigger Data Breach notification under RCW 42.56.590.
- **Applications**
  - RCW 42.56.250(1)(b)
- **Personnel Files**
  - RCW 42.56.230(3)
  - Information exclusively from a personnel file, supervisory file, payroll or training file requires notice to employee/union. RCW 42.56.250(2)
- **Drivers License Numbers**
  - RCW 42.56.250(1)(d)
  - Note: Other exemptions may protect non-employee driver's license numbers. E.g. RCW 42.56.230(5) links to RCW 9.35.005.

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RECORDS PRODUCTION

If requestor asks to inspect records:

- Notify requestor of records availability and how long they will be available. (30 days per WAC 44-14-040.)
- The PRA prohibits any charge for inspection of records.

If records are to be produced:

- Inform requestor of fee (if any) and provide timeline for requestor to pay.
- Provide records to requestor.
- Agencies can produce records in installments, particularly for larger requests.
- Agencies can provide an installment by providing links to records on its website.

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CLOSE THE REQUEST

1) Be clear that the agency has fulfilled the request and is not anticipating any further records production.
2) Document the closure date and prepare the file for retention.

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ENFORCEMENT & PENALTIES

- PRA enforced by **courts** for claims listed in PRA.
- A court can impose **civil penalties: $0.00 to $100 per day per document.** No proof of "damages" required.
- Penalties imposed to encourage PRA compliance.
- Plus, a court will award the prevailing requester's **attorneys fees and costs**.
- Requester motives for making requests is irrelevant.
- Special penalty provisions and court procedures apply to lawsuits involving inmate requests.

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Touchstones

- Public records of government agencies are presumed open.
- Records or information in records can be withheld only by legal exemption.
- Exemptions must be "narrowly construed."
- Non-exempt public records must be disclosed.
- Location does not matter.
- Public records must be retained pursuant to records retention laws.

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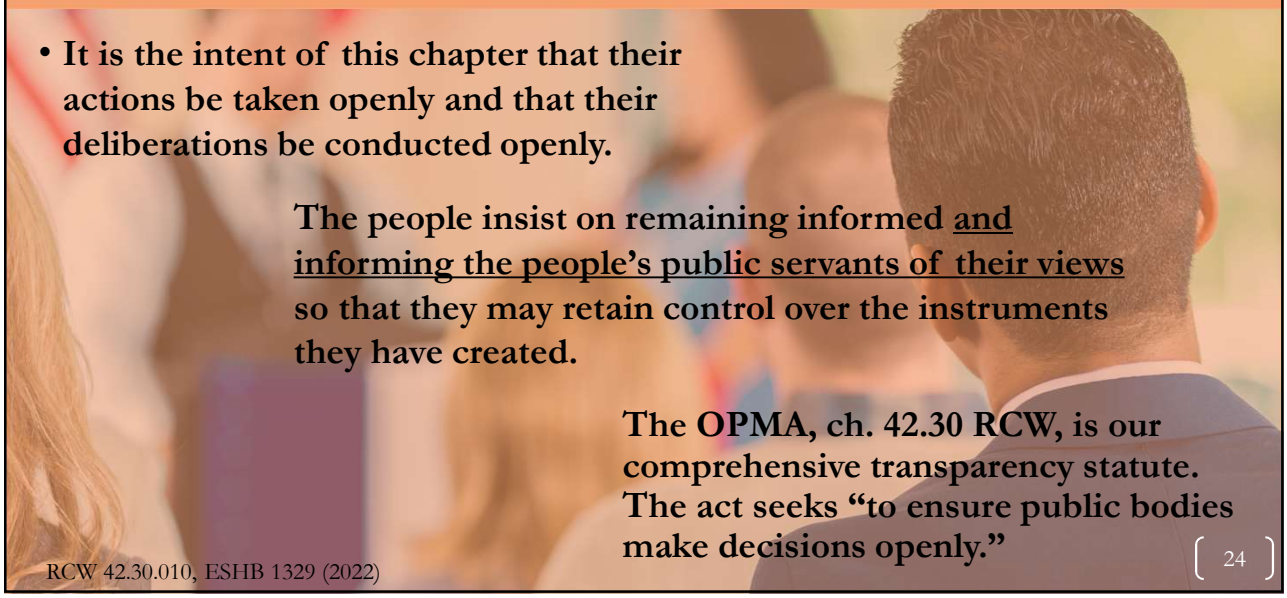
OPEN PUBLIC MEETINGS ACT
CHAPTER 42.30 RCW

OPEN GOVERNMENT OMBUDS

OPMA POLICY



- **It is the intent of this chapter that their actions be taken openly and that their deliberations be conducted openly.**

The people insist on remaining informed <u>and informing the people's public servants of their views</u> so that they may retain control over the instruments they have created.

The OPMA, ch. 42.30 RCW, is our comprehensive transparency statute. The act seeks "to ensure public bodies make decisions openly."

RCW 42.30.010, ESHB 1329 (2022)

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BASIC REQUIREMENTS

All meetings of the **GOVERNING BODY** of a **PUBLIC AGENCY** shall be open and public and all persons shall be permitted to attend any meeting of the governing body of a public agency, except as otherwise provided in RCW 42.30.

Public agencies are encouraged to provide for the increased ability of the public to observe and participate in the meetings of governing bodies through real-time telephonic, electronic, internet, or other readily available means of remote access that do not require an additional cost to access the meeting.

RCW 42.30.030

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WHAT IS A GOVERNING BODY?

Multimember boards, commissions, councils, or other policy or rule-making bodies of a public agency.

Includes

– Committees and Subcommittees –
Acting on behalf of governing body, taking testimony or public comment, or conducting hearings.

– Advisory Bodies –
If the body's advice is necessary for another governing body to act, and the body was created by the legislative body.

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MEETING

- Meeting means meetings at which the public agency takes "action."
- Requires a majority of its members (quorum).

  No quorum→ No meeting

  Physical presence not required – a meeting can occur by phone or email.
- Does not need to be titled "meeting" – may be a "retreat," "workshop," "study session," etc.
- Simply receiving information without comment is not a meeting.

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COLLECTIVE INTENT TO MEET

Citizens Alliance v. San Juan County,
184 Wn.2d 428, 359 P.3d 753 (2015).

No OPMA violation because the commissioners were not aware that the communications included a majority, and passive receipt of information is not "action" under the OPMA.

Egan v. City of Seattle,
14 Wn.App.2d 594, *471 P.3d 899 (2020).*

Over two dozen communications between individual councilmembers as well as city staff during a three-day period including in-person meetings, emails, phone calls, text messages, and distribution of hard copies of a draft press release.

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ACTION

- "Action" means the transaction of the official business of the public agency and includes but is not limited to:

- Public testimony	- All deliberations
- Discussions	- Considerations
- Reviews	- Evaluations
- Final actions*	

* The requirements of the OPMA are triggered whether or not "final" action is taken.

(See upcoming slide on "final action.")

RCW 42.30.020; *Citizens Alliance for Property Rights Legal Fund v. San Juan County*

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FINAL ACTION

- "**Final action**" is a collective positive or negative decision, or an actual vote, by a majority of the governing body, or by the "committee thereof."
- Must be taken in public, even if deliberations were in closed session.
- Secret ballots are not allowed.

RCW 42.30.060, RCW 42.30.020

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PUBLIC ATTENDANCE

- A public agency can't place conditions on public to **attend** meetings subject to OPMA.
- Reasonable rules of conduct can be set.
- Governing body may adopt generally applicable conditions determined to be reasonably necessary to protect public health or safety, or to protect against interruptions.
- Agencies encouraged to provide remote access that does not require an additional cost to access the meeting.

RCW 42.30.040, AGO Opinion 1998 No. 15, ESHB 1329 (2022)

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REMOTE OBSERVATION AND PARTICIPATION

Agencies are encouraged to:

- Provide remote access that does not require an additional cost to access the meeting.
- Provide an online streaming option for, all regular meetings.
- Make audio or video recordings.
- Make recordings available online for a minimum of six months.
- This does not alter recordkeeping requirements under chapter 42.56 RCW.

ESHB 1329 (2022)

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PUBLIC COMMENT

Oral or written public comment required prior to taking final action at a regular meeting.

Oral Comment

- The governing body shall, when reasonable, provide people with a disability, limited mobility or any other reason that makes physical attendance difficult, the opportunity to make oral comment.
- May put guidelines in place for public comment i.e. time limits.

Written Comment

- Written testimony must be distributed to the governing body.
- May have reasonable deadlines for submission of written testimony.

May limit comment on items not on agenda.
Talk with your attorney.

RCW 42.56.240

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REGULAR MEETINGS

- Recurring meetings held in accordance with a periodic schedule by ordinance, resolution, bylaws or other rule.
- Must have an agenda available online at least 24 hours in advance.
  - You can modifying an agenda.
  - Invalidate otherwise legal actions taken at a regular meeting where agenda was not posted 24 hours in advance.
  - Very small agencies may be exempt.

RCW 42.30.070; RCW 42.30.075; RCW 42.30.077

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SPECIAL MEETINGS

Called by presiding officer OR majority of the members.

Notice:

- 24 hours before the meeting
- Written
- Time
- Place
- Business to be transacted (agenda)
- Exception: not required when the notice cannot be posted with reasonable safety.

How:

- To each member of the governing body (unless waived).
- To each local newspaper of general circulation, radio, and TV station which has a notice request on file.
- Posted on the agency's website [with certain exceptions in RCW 42.30.080(2)(b), for example, if the agency does not have a website].
- Prominently displayed at the main entrance of the agency's principal location and the meeting site (if not at the same location, or not remote).

Include links and phone numbers for public attendance.

RCW 42.30.080

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EMERGENCY MEETINGS

- Notice is not required when special meeting called to deal with an emergency.
- Emergency involves injury or damage to persons or property or the likelihood of such injury or damage.
- Where time requirements of notice make notice impractical and increase likelihood of such injury or damage.

RCW 42.30.080(4)

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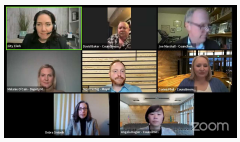
REMOTE MEETINGS



In the event of an emergency, an agency may:

- *Option 1: Hold an all remote meeting without a physical location.*
- *Option 2: Hold a meeting with governing body present but some or all of the public excluded.*

Requirements for a remote meeting:

- Declared emergency at the local, state or federal level.
- Agency determines it cannot hold a meeting in person with reasonable safety where members or public are in attendance.
- Public must be able to listen, if not, meeting prohibited except executive session.
- Notice of meeting must include remote participation instructions.

Individual governing body members may participate remotely during non-emergency times.

RCW 42.56.230

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EXECUTIVE SESSION

- Part of a regular or special meeting that is closed to the public.
- Limited to specific purposes set out in the OPMA, RCW 42.30.110.
- Purpose of the executive session and the time it will end must be announced by the presiding officer before it begins.
- Time may be extended by further announcement.
- Purpose of executive session must be entered into the minutes.
- If going into executive session, have a plan for ensuring only invited people are allowed access.
  - Unique "meeting" for this part of the meeting.
  - Utilize waiting room feature and admit participants.

RCW 42.30.110

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MINUTES

- Minutes of public meetings must be promptly recorded and open to public inspection.
- Minutes of an executive session are not required.
- No format specified in law.
- Executive session's purpose must be recorded in the minutes.
- If meeting provides remote option, add relevant information to the minutes.
  - Links & phone numbers.
  - Number of remote participants.

RCW 42.30.035, Formerly RCW 42.32.030, ESHB 1329 (2022)

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RECORDING MEETINGS

EFFECTIVE JUNE 30, 2024

- **SCHOOL BOARDS** - Audio recording required at regular and special meetings at which final action is taken OR Public testimony is accepted.
- Must include the comments of the directors and the comments of members of the public, if any formal testimony was accepted.
- Recordings must be provided electronically to a PRA request, specific content required in order to request recordings.
- Allowances for good faith "technology issues."
- Encouragement to make content available in languages other than English.
- Exception for emergency meetings and executive sessions.

RCW 42.30.035

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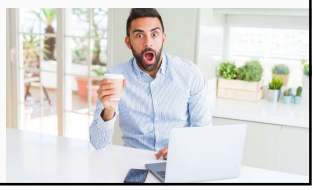
INTERRUPTIONS AND DISRUPTIONS

- May stop individuals from speaking when not recognized to speak.
- The OPMA provides a procedure for dealing with situations where a meeting is being interrupted, the orderly conduct of the meeting is unfeasible, and order cannot be restored by removal of the disruptive persons.
- Meeting room can be cleared and meeting can continue, or meeting can be moved to another location, but final disposition can occur only on matters appearing on the agenda. More details set out in the OPMA.



RCW 42.30.050, ESHB 1329 (2022)

OPMA PENALTIES

- Individual penalty.
  - **$500** fine for the first violation.
  - **$1,000** for subsequent violation.
  - **Costs and attorney fees.**
- Final action at illegal meetings may be declared void.

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Open Government Ombuds

☑ OPMA Training

LGCP

☑ PRA Training

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City of Kenmore, Washington
Proclamation

WHEREAS, we recognize, celebrate, and pay tribute to the many contributions of Black and African American people to the shared history, society, and culture of the United States of America; and

WHEREAS, through bravery, perseverance, commitment, hard work, faith, and resolve – often in the face of prejudice and hardship – Black and African American people have enhanced and advanced every aspect of American life; and

WHEREAS, for over two and a half centuries, Black and African American people have struggled against the cruelties of slavery and Jim Crow segregation; as well as discrimination in social, cultural, political, and economic systems; and have faced disproportionate economic hardships and social inequalities; and

WHEREAS, despite extraordinary human trials, Black and African American people have fiercely, passionately, lovingly, and courageously shaped American society and values through service, leadership, intellectual power, and the promotion of strong moral character in every walk of life; and

WHEREAS, this nation is strengthened and enriched by people of every race, religion, color, and creed; this February during Black History Month, we celebrate the cultural heritage, diverse contributions, and unbreakable spirit and patriotism of Black and African American people; and

WHEREAS, Black History Month summons every member of our Kenmore community to strive to build on our togetherness and cultural awareness; celebrate our diversity and intersectionality; and to create a future that does not compromise any American's right to equality or access in the quest for knowledge, economic prosperity, individual and collective achievement, spiritual development, and cultural richness.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim February as **Black History Month** throughout the City of Kenmore. The Council makes this proclamation to celebrate the Black and African American community and as an affirmation of the City's commitment to protect and serve everyone who resides in, works in, or visits Kenmore without discrimination, and of its beliefs in dignity, equality, and civil rights of all people.

IN WITNESS WHEREOF, signed this 22nd day of January 2024.

Signed: _____ Attested: _____

Nigel Herbig, Mayor Anastasiya Warhol, City Clerk

Voucher Certification and Approval
City of Kenmore
DATE RANGE: 12/23/2023 - 12/31/2023

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

Total ACH Payments #1504-1519: **$ 41,514.15**

Total Checks #53569 through 53627: **$ 229,129.47**

Total Payroll Electronic Deposits: Payroll/Taxes/Flex Spending/Health Savings/Retirement, Dated 12/29/2023 **$ 249,227.57**

Rob Karlinsey 01/09/2024
Rob Karlinsey (Jan 9, 2024 13:49 PST)
City Manager / Date

Melinda Merrell
Melinda Merrell (Jan 9, 2024 11:48 PST)
Finance & Administrative Services Director / Date

Vendor Name	Payment Number	Payment Date	Description	Amount
AMERICAN TRAFFIC SOLUTIONS INC	1504	12/31/2023	Dec 2023 KAPE program	15,000.00
ELECTRONIC BUSINESS MACHINES	1505	12/31/2023	Dec 2023 copier overages	191.16
U.S. BANK PURCHASE CARDS	1506	12/31/2023	Wellness GC, tech supplies, merchant CC fees	210.91
U.S. BANK PURCHASE CARDS	1507	12/31/2023	TRB Ann. Mtg, Office supplies & software	1,200.00
U.S. BANK PURCHASE CARDS	1508	12/31/2023	Zoom, meeting supplies	411.55
U.S. BANK PURCHASE CARDS	1509	12/31/2023	Postage, WABO Training: Bridgit	129.20
U.S. BANK PURCHASE CARDS	1510	12/31/2023	Maint. & supplies, training/reg., furniture	9,742.23
U.S. BANK PURCHASE CARDS	1511	12/31/2023	Dec 2023 City Hall Phone Service	2,709.84
U.S. BANK PURCHASE CARDS	1512	12/31/2023	Luminary Walk supplies & promotion	1,265.89
U.S. BANK PURCHASE CARDS	1513	12/31/2023	NLC Conf travel, Zoom	1,712.49
U.S. BANK PURCHASE CARDS	1514	12/31/2023	Council travel & meal, Clerk ref. material & subcr	914.09
U.S. BANK PURCHASE CARDS	1515	12/31/2023	Lum. Walk supplies, volunteer software, WFEA fee	810.94
U.S. BANK PURCHASE CARDS	1516	12/31/2023	Seattle Times, postage, Drone reg., training Parks	237.60
U.S. BANK PURCHASE CARDS	1517	12/31/2023	Desk supplies, Hangar lights, traffic signs, MRSC	2,539.27
U.S. BANK PURCHASE CARDS	1518	12/31/2023	Staff Meeting Supplies	287.70
U.S. BANK PURCHASE CARDS	1519	12/31/2023	Council travel NLC, mtg & off. supplies, plaques	4,151.28

Vendor Name	Payment Number	Payment Date	Description	Amount
DEPARTMENT OF LABOR AND INDUSTRIES	53569	12/29/2023	City of Kenmore	2,972.59
DEPARTMENT OF LABOR AND INDUSTRIES	53570	12/29/2023	Void	-
ESD - LTC	53571	12/29/2023	Long Term Care Fund	977.12
ESD - PFML	53572	12/29/2023	Paid Family & Medical Leave	1,731.46
MISSION SQUARE / 109964	53573	12/29/2023	City of Kenmore 401a	24,401.51
MISSION SQUARE 457 / 304745	53574	12/29/2023	ICMA 457 Deferred Comp	7,682.59
ALLPLAY SYSTEMS LLC	53575	12/31/2023	Playground parts	1,320.10
APWA/WA	53576	12/31/2023	Void	-
CANON FINANCIAL SERVICES, INC.	53577	12/31/2023	Dec 2023 Copier Rental	266.08
CAPITAL ONE TRADE CREDIT/MCLENDON	53578	12/31/2023	PW Ops Supplies	254.58
CHICAGO TITLE	53579	12/31/2023	Noticing Labels TMP23-0816	3.50
CODE PUBLISHING COMPANY	53580	12/31/2023	Municipal Code web update	2,437.07
DAILY JOURNAL OF COMMERCE	53581	12/31/2023	Middle Housing Legal Notices	292.80
DTG RECYCLE	53582	12/31/2023	Mulch for Parks	258.77
ELISE JIANG	53583	12/31/2023	Reissue lost check #52852 for SNAP/EBT from Aug23	12.00
FERGUSON WATERWORKS #3156	53584	12/31/2023	SW Materials for 14837 72nd Pl NE WO#12407	125.68
FIRE PROTECTION, INC	53585	12/31/2023	City Hall Fire Sprinkler Repairs	4,290.87
GAYLYNN BRIEN	53586	12/31/2023	Oct 2023 Sales Tax Data Conversion Svcs	60.00
GORDON THOMAS HONEYWELL	53587	12/31/2023	Dec 2023 General Consulting	4,577.23
H.D. FOWLER COMPANY	53588	12/31/2023	Ditch Line Project @ 58th & 195th	408.94
HDR ENGINEERING, INC	53589	12/31/2023	T41 Juanita Dr NE (16-C1625)	18,795.43
HOME DEPOT CREDIT SERVICES	53590	12/31/2023	Public Works supplies	1,366.97
JASON RICHARD SPERLING	53591	12/31/2023	Photos Kenmore Winter Porch Lights & Kenmore POP! 2023	1,100.00
JENNIFER LEIGH DIXON	53592	12/31/2023	Plaques Walkways & Waterways final pmt	3,000.00
KAREN GEAR	53593	12/31/2023	Hangar deposit refund, 12/30/23, J Arpin event	150.00
KELLER ROHRBACK LAW OFFICES LLP	53594	12/31/2023	Misc Attorney Services	75.00
KPFF CONSULTING ENGINEERS	53595	12/31/2023	22-C2862 Consult. Services through 12/1/2023	26,819.43
LIGHTHOUSE CONSULTING INC	53596	12/31/2023	Dec 2023 Computer IT Consult & Software Svcs	13,747.99
LOUDEDGE, INC.	53597	12/31/2023	Creative Design Svcs - Winter Porch Lights	165.00
MILLER STEPHENS, MARY	53598	12/31/2023	Dec 2023 Public Defense Services	1,250.00

Vendor Name	Payment Number	Payment Date	Description	Amount
NAC INC	53599	12/31/2023	Oct 25-Nov 24 2023 Aquatic Center Feas. Study	25,250.00
NARWHAL MET, LLC	53600	12/31/2023	Jan 2024 Weather Monitoring Services	425.00
NATIONAL BARRICADE CO., LLC	53601	12/31/2023	Rental Signs: Filterra & St Tree Maint.	496.13
NORTH AMERICAN SAFETY, INC.	53602	12/31/2023	Target Zero safety vests	1,396.50
OFFICE DEPOT	53603	12/31/2023	Finance stamp & toner	138.22
OLSON BROTHERS PRO VAC LLC	53604	12/31/2023	Catch Basin Cleaning	9,196.86
PACIFIC TOPSOILS	53605	12/31/2023	Material Purchase & Dump Fees	1,324.52
PARAMETRIX INC	53606	12/31/2023	Oct 29-Dec 2 2023 Services	3,582.02
PAWS	53607	12/31/2023	Dec 2023 Animal Sheltering Svcs	440.00
PUGET SOUND ENERGY	53608	12/31/2023	CH & Hangar Gas; Electricity for Irrigation, Parks, Art, Streetlights, Radar, Crosswalks	23,645.12
RAYMOND HANDLING CONCEPTS	53609	12/31/2023	Upfittings on Gem vehicle-ESD	1,534.62
REGIONAL ANIMAL SERVICES OF KC	53610	12/31/2023	Dec 2023 Pet Licenses	90.00
SARAH ROBERTS	53611	12/31/2023	Dec 2023 Prosecution & DV Services	12,259.54
SHERWIN WILLIAMS CO.	53612	12/31/2023	Paint-Parks SR22934-Shed Trim @ Moorlands	68.34
SHRED IT, C/O STERICYCLE, INC>	53613	12/31/2023	Dec 2023 Shred Services	116.45
STAPLES	53614	12/31/2023	CH & Hangar Maintenance Supplies	533.13
STATE AUDITOR'S OFFICE	53615	12/31/2023	2022 Audit Services	5,969.46
STRATEGIES 360, INC.	53616	12/31/2023	Dec 2023 Federal Lobbyist	6,500.00
T MOBILE USA, INC.	53617	12/31/2023	Staff Cell Phones and Data Plans	3,171.63
T MOBILE USA, INC.	53618	12/31/2023	Void	-
THE ORIGINAL POOP BAGS	53619	12/31/2023	Dog Poop Bag Refills	1,419.89
UPS STORE KENMORE	53620	12/31/2023	Large format B&W scanning	6.00
VERIZON WIRELESS	53621	12/31/2023	Staff Cell Phones & Data Plans	80.06
WA ASSOC OF BUILDING OFFICIALS	53622	12/31/2023	WABO Training - Bridgit & Lukasz	720.00
WA STATE DEPT OF TRANSPORTATION	53623	12/31/2023	Nov 2023 Traffic Signal Maint.	2,765.45
WM CORPORATE SERVICES INC.	53624	12/31/2023	Sweeper Dump Fees	5,496.64
ZESBAUGH, INC.	53625	12/31/2023	City Hall Door Repair	1,999.42
ZIPLY FIBER	53626	12/31/2023	PW Office Internet	170.76
AMERICAN PUBLIC WORKS ASSOCIATION	53627	12/31/2023	2024 Annual APWA Membership Dues	1,791.00
DRS 457	DFT0001791	12/29/2023	DRS 457 Deferred Comp	615.00
AVIDIA HEALTH	DFT0001792	12/29/2023	Employee Health Savings Contribution	266.30
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001793-1801	12/29/2023	Public Employees Retirement	38,324.15
NAVIA	DFT0001802	12/29/2023	Employee Flexible Spending Account	1,077.16
BANK OF AMERICA 941	DFT0001803	12/29/2023	Federal Taxes	32,423.69
PAYROLL	EFT	12/29/2023	Direct Deposit	176521.27
			TOTAL	**$ 519,871.19**

Vendor Purchasing Report

For Date Range 01/01/2023-12/31/2023

Name	Volume
1901 WLD KENMORE 68TH LLC	7,500.00
4IMPRINT	5,903.29
58 STARS TRAVEL	2,477.60
A & A LIMOUSINE & BUS SERVICE	2,072.00
AA ASPHALTING LLC	34,000.00
AABCO BARRICADE COMPANY INC.	3,268.23
ABRACADABRA PRINTING	2,025.29
ACF WEST INC	2,557.23
ADVANCE TESTING & SERVICE INC	1,815.00
AFLAC	2,508.48
AL VAN EQUIP NORTHWEST	4,914.39
ALBIREO ENERGY LLC/AUTOMATED CONTROLS	5,027.81
ALEXA'S CATERING INC.	1,531.00
ALLPLAY SYSTEMS LLC	1,320.10
ALPHA SUPPORTED LIVING SERVICES	250.00
ALPHAGRAPHICS	1,219.51
ALPINE PRODUCTS INC.	1,529.29
ALWAYS ACTIVE SERVICES LLC	156,293.89
AM TEST, INC	6,795.00
AMADOR FARMS	383.00
AMERICALL	1,995.82
AMERICAN GENERAL LIFE GPO/400S	2,734.53
AMERICAN PUBLIC WORKS ASSOCIATION	1,791.00
AMERICAN SOCIETY OF COMPOSERS	438.75
AMERICAN TRAFFIC SOLUTIONS INC	79,000.00
ANASTASIYA WARHOL	1,125.38
ANNA ARNOTT	83.90
APPLEONE EMPLOYMENT SERVICES	37,784.12
ARCHIVESOCIAL, INC.	3,458.25
ART SIMPSON	428.03
ARTS OF KENMORE	9,150.00
ASPECT CONSULTING LLC	7,025.00
ASSOCIATION OF WA CITIES	29,164.16
AURORA RENTS	16,240.03
AVIDIA HEALTH	5,276.80
AWC EMPLOYEE BENEFIT TRUST	1,129,521.84
AZTECA SYSTEMS, LLC/CITYWORKS	42,751.83
BAKER, BRIDGIT	501.56
BALDWIN DESIGN WORKS, LTD.	1,469.00
BANK OF AMERICA 941	774,467.25
BCN TELECOM, INC.	8,939.22
BEAU AND STELLA	2,500.00
BELMONT HOMES	7,500.00
BENEFICIAL SOUND	6,000.00

BENNETT GOLD, TOBIN	3,750.49
BEST BEST & KRIEGER LLP ATTORNEYS AT LAW	4,433.50
BFI 4 LLC	2,000.00
BIZDIVERSITY	750.00
BOAZ COFFEE	45.00
BOTHELL KENMORE CHAMBER OF COMMERCE	2,725.00
BRIGHT SPARK EARLY LEARNING SERVICES	1,275.00
BROADCAST MUSIC, INC.	30.00
BROOK ROCHELLE HOUSEKEEPING CLEANING CO.	2,500.00
BROTHER'S FARMS	153.00
BUILDERS EXCHANGE OF WASHINGTON INC	336.40
BULGER SAFE & LOCK, INC.	1,380.98
BUSINESS STREET, LLC	40,000.00
CABOT DOW ASSOCIATES	6,606.25
CALICO COOKIES - ERIN CALI	77.00
CALPORTLAND COMPANY	5,276.31
CAMP UNITED WE STAND	2,000.00
CANON FINANCIAL SERVICES, INC.	3,192.96
CAPITAL ONE TRADE CREDIT/MCLENDON	553.95
CASCADE PEST CONTROL	1,931.58
CASCADE RECREATION, INC	7,195.04
CASCADIA CONSULTING GROUP, INC.	77,666.25
CASCADIA LAW GROUP	20,498.44
CECCANTI, INC.	559,656.14
CEDAR GROVE COMPOSTING, INC.	1,196.77
CENTER FOR HUMAN SERVICES	36,793.41
CENTRICITY GIS, LLC	3,375.00
CERTAPRO PAINTERS	2,290.08
CHANIN KELLY-RAE CONSULTING LLC	52,770.00
CHARLIE PARKS	335.33
CHICAGO TITLE	434.48
CHILLZ LLC	2,380.00
CHRISTINE CABATIT	298.49
CITY OF BELLEVUE	229,384.84
CITY OF KENT	500.00
CITY OF KIRKLAND	41,049.69
CITY OF LAKE FOREST PARK	54,026.00
CITY WIDE FENCE COMPANY, INC	21,920.92
CIVICPLUS LLC	5,078.55
CODE PUBLISHING COMPANY	9,818.61
COMCAST	20,887.68
COMCAST BUSINESS	7,058.33
CONFLUENCE ENVIRONMENTAL COMPANY	18,616.20
CONSOLIDATED PRESS	24,680.94
CONTECH ENGINEERED SOLUTIONS, INC	16,668.00
COOKIES WITH TIFFANY	4.00
CORINA PFEIL	25.80
CORNELL'S QUALITY CONSTRUCTION	8,302.75
COSTCO WHOLESALE MEMBERSHIP	60.00

CREATION ORGANICS, LLC	32,182.30
CUTE DUMPLINGS	335.00
D.P. NICOLI, INC.	1,366.59
DAILY JOURNAL OF COMMERCE	2,976.00
DAN MERIDIAN INC.	7,500.00
DANSOUND INC	5,990.00
DAVID BAKER	824.60
DAVIDSON MACRI SWEEPING, INC.	27,287.73
DAY WIRELESS SYSTEMS	1,271.68
DEBUG MOBILITY PRODUCTS	2,865.00
DELFINO'S	96.87
DEPARTMENT OF COMMERCE	47,219.75
DEPARTMENT OF ECOLOGY	30,829.00
DEPARTMENT OF LABOR AND INDUSTRIES	75,465.83
DEPARTMENT OF RETIREMENT SYSTEMS	912,761.57
DIGITAL REPROGRAPHICS SERVICES INC.	126.27
DILIGENT CORPORATION	36,005.82
DINH LIEU	50.00
DIVERSIFICATION INC	9,026.53
DIVYA GATTU	150.00
DON C SHIN	10,000.00
DRS 457	15,870.00
DTG RECYCLE	6,751.70
DYNAMIC CHIROPRACTIC CLINIC, PS	10,000.00
E SQUARED SYSTEMS, LLC	1,920.69
EARTHCRAFT SERVICES, INC.	6,606.00
EBIX, INC.	155.79
ECIVIS, INC.	4,000.00
ELECTRONIC BUSINESS MACHINES	2,533.99
ELIAS M. KAUHANE	700.00
ELISE JIANG	128.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	32,022.60
ENVIROTECH	7,973.66
ERGOLOGY LLC	4,118.75
ESD - LTC	10,769.71
ESD - PFML	48,564.57
EVERETT OFFICE FURNITURE	1,138.43
EVERMARK, LLC	2,457.31
EXO CONTRACTING	111,494.75
FARM FRESH NW	94.00
FERGUSON WATERWORKS #3156	8,100.61
FIRE PROTECTION, INC	25,541.32
FIX AUTO KENMORE	6,440.95
FLEMINGS HOLIDAY LIGHTING LLC	9,349.90
FLYNN BEC LP	1,234.22
FLYWAY RETAIL + LIVING	6,000.00
FOOTPRINT PROMOTIONS	1,052.58
GAMES2U	1,260.65
GAMETIME	1,914.94

GARRETT OPPENHEIM	190.59
GAYLEN SAUVE	600.00
GAYLYNN BRIEN	680.00
GCP WW HOLDCO, LLC	4,581.63
GEOFFREY JOHNSON	100.00
GEORGE AND LIZ MCKINNON	1,495.00
GIRL SCOUTS OF WESTERN WA	150.00
GOLDEN NAILS	6,000.00
GOOD FOR CHOCOLATE	55.00
GOOD TO GO	6.50
GORDON THOMAS HONEYWELL	54,242.23
GOURAV MITRA	250.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GRAINGER	3,337.16
GRAND EVENT RENTALS	11,595.95
GRANICUS	34,096.07
GRENLAR HOLDINGS, INC.	10,000.00
GRIESEL, LEN	38,897.64
GYPSY ROWS	104.00
H.D. FOWLER COMPANY	5,649.45
HAMPSON DEVELOPMENT SERVICES LLC	7,443.39
HAMPSON, BRYAN	299.55
HAYTON FARMS	97.00
HDR ENGINEERING, INC	364,243.22
HEALTH MANAGEMENT ASSOCIATES INC	10,091.25
HEIDELBERG MATERIALS	3,671.80
HERBIG, NIGEL	1,258.05
HESTON PHOTOGRAPHY	2,057.14
HIGHWIRE	2,059.70
HILLIS CLARK MARTIN & PETERSON P.S.	6,111.00
HOLMBERG COMPANY	7,055.76
HOME COMFORT ALLIANCE	228.48
HOME DEPOT CREDIT SERVICES	6,382.92
HONEY BUCKET	7,910.75
HORIZON DISTRIBUTORS INC	3,299.04
HP'S SMOKEHOUSE BBQ	169.50
HRA VEBA TRUST	45,085.59
HUANG, ANGELINA	59,859.80
HUNTINGTON TECHNOLOGY FINANCE	45,220.81
ICLEI	1,200.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	419,671.31
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,200.00
INTERNATIONAL CODE COUNCIL, INC	77.62
INTERNATIONAL INST OF MUNI CLERKS	350.00
INTERSECTION MEDIA, LLC	1,010.89
IRUM YASIR BUTT	250.00
iWORQ SYSTEMS	2,800.00
J. A. BRENNAN ASSOCIATES, PLLC	26,200.96
J3 ARCHITECTS LLC	2,500.00

JACOBS ENGINEERING GROUP	66,910.90
JAEDEN LUKE GARMANIAN	1,400.00
JAMIE NICOLE MASCHLER	1,800.00
JASON RICHARD SPERLING	4,560.00
JAY AND FAMILY INC	10,000.00
JAYMARC AV	2,042.36
JENNIFER LEIGH DIXON	11,273.66
JENSEN TOFFEE	23.00
JESSICA'S UNIQUE BITE	267.00
JET CITY CLEANING	7,186.24
JET CITY PRINTING	8,882.29
JONATHAN G. DOCTER	10,000.00
JUDHA OF LION LANDSCAPING AND SERVICES LLC	30,554.40
JULIANA FISHER	150.00
KALE CARLSON	2,320.06
KANG, MICHELLE	343.85
KANOM SAI	385.00
KARA VAN LUCHENE	150.00
KARACHI KITCHEN	30.00
KAREN GEAR	150.00
KARIM E. BELLABIOD	10,000.00
KARLINSEY, ROB	766.10
KAT ZUO	100.00
KBA INC.	225,553.61
KDJ'S THE BAKERIE	195.00
KELLER ROHRBACK LAW OFFICES LLP	1,050.00
KELLEY, MIGUEL	250.00
KENMORE COMMUNITY CLUB	6,000.00
KENMORE CROSSFIT	6,000.00
KENMORE ELEMENTARY PTA	5,100.00
KENMORE HERITAGE SOCIETY	4,395.02
KENMORE MIDDLE SCHOOL	7,500.00
KENMORE SENIOR CENTER	7,812.50
KENNETH RIDOUT	7,500.00
KERALA ASSOCIATION OF WASHINGTON	250.00
KING COUNTY BAR ASSOCIATION	850.00
KING COUNTY DISTRICT COURT	66,170.00
KING COUNTY FINANCE	3,500.00
KING COUNTY FINANCE	5,357.25
KING COUNTY FINANCE	337,228.76
KING COUNTY FINANCE W.L.R.D.	15,381.21
KING COUNTY MUNICIPAL CLERKS ASSOC	60.00
KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
KING COUNTY RADIO COMM SERVICES	1,279.36
KING COUNTY RECORDER'S OFFICE	484.00
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	38,000.00
KING COUNTY SHERIFF	4,189,012.99
KING COUNTY TREASURY	61,227.82
KISHORE SERALATHAN	17,731.35

KLB CONSTRUCTION, INC.	256,413.87
KOMPAN, INC	165.46
KPFF CONSULTING ENGINEERS	460,507.30
KRISTA ESPIRITU	400.00
KVO INDUSTRIES, INC	2,833.00
LA CONNER INN	758.00
LADY A PRODUCTIONS	2,000.00
LAKE CITY PARTNERS ENDING HOMELESSNESS	38,625.00
LAKE DEFENSE FORCE CORP	43,078.92
LAKESIDE INDUSTRIES	1,185.78
LAKEVIEW YOGA LLC	10,000.00
LANDSCAPE FORMS, INC.	633.08
LANGUAGE LINE SERVICES, INC.	25.77
LEE JOHNSON	7,500.00
LIGHTHOUSE CONSULTING INC	168,433.16
LINA'S BAKERY	5.00
LINCOLN NATIONAL LIFE INSURANCE	23,862.27
LITTLE JACK FLOWER FARM	235.00
LIUBOV UZIK	300.00
LOUDEDGE, INC.	4,440.00
LUCIA KWONG	150.00
LUKASZ LISOWSKI	322.64
M MEDINA REMODELING LLC	2,500.00
MACDONALD MILLER FACILITY SOLUTIONS	1,191.28
MANIMOU CAMARA	600.00
MARENAKOS ROCK CENTER	4,238.85
MARIA SZABLYA RIVAS	300.00
MARIAH WATSON	100.00
MARINE FLOATS CORPORATION	1,992.70
MARTI GAMBLE	150.00
MASONS SUPPLY COMPANY	249.12
MCNAMARA SIGNS	2,235.03
MEADOWDALE MARINA LLC	7,500.00
MEEHAN, NANCY	46.04
MELINDA MERRELL	2,011.81
MERANDA DIRECTO	311.85
METROPOLITAN TRANS. COMMISSION	2,000.00
MICHAEL GOEDEL	1,377.54
MID SOUND FISHERIES	250.00
MIKAELA FOWLER	100.00
MILLER STEPHENS, MARY	13,750.00
MINUTEMAN PRESS	21,293.73
MISSION SQUARE / 109964	626,952.84
MISSION SQUARE 457 / 304745	144,535.09
MK FLOWERS	30.00
MORGAN SOUND INC	4,274.30
MORGAN STANLEY CAPITAL MANAGEMENT LLC	8,750.00
MORUP SIGNS, INC.	3,005.73
MOTT MACDONALD	104,075.08

MOXIE & OLIVER	10,000.00
MR. T'S TROPHIES & AWARDS LLC	10,358.70
MSR HIDDEN MEADOW 3 LLC	7,500.00
NAC INC	161,485.00
NAMI EASTSIDE	6,375.00
NARWHAL MET, LLC	2,075.00
NATIONAL BARRICADE CO., LLC	6,926.01
NATIONAL LEAGUE OF CITIES	2,126.00
NATIONAL LIFE INSURANCE CO.	1,478.04
NAVIA	45,050.07
NELSON ELECTRIC, INC.	22,883.10
NEW IDOL NAILS INC.	10,000.00
NICKOLAI MEDVEDITSKOV	10,786.60
NIYA CHACKO	250.00
NORTH AMERICAN SAFETY, INC.	4,495.00
NORTH LAKE LITTLE LEAGUE	121.00
NORTH SHORE PUB	10,000.00
NORTH URBAN HUMAN SVCS ALLIANCE	1,000.00
NORTHEND EXCAVATING INC	106,246.50
NORTHLAKE LUTHERAN CHURCH	10,000.00
NORTHSHORE SCHOOL DISTRICT	15,312.00
NORTHSHORE SCHOOLS FOUNDATION	2,250.00
NORTHSHORE SENIOR CENTER	41,562.50
NORTHSHORE UTILITY DIST	200,885.55
NORTHSHORE YMCA	10,000.00
NORTHSHORE YOUTH SOCCER ASSOC.	55.00
NORTHWEST AQUATIC MANAGEMENT LLC	4,725.00
NORTHWEST ARBORICULTURE LLC	22,731.11
NORTHWEST ENVIRONMENTAL TRAINING CENTER	195.00
NORTHWEST PAVEMENT MANAGEMENT ASSOCIATION	700.00
NW ENVIRONMENTAL TRAINING CENTER	195.00
O'CAIN, MELANIE	295.50
OFFICE DEPOT	6,186.12
OLBRECHTS & ASSOCIATES, PLLC	1,919.00
OLSON BROTHERS PRO VAC LLC	33,097.64
OLYMPIC ENVIRONMENTAL RESOURCES INC	61,453.56
OLYMPIC NURSERY INC	876.00
ONE DIVERSIFIED	5,941.26
ONTRA MARKETING GROUP	450.00
O'REILLY/FIRST CALL	386.17
ORION ENVIRONMENTAL COMPLIANCE & CONSULTING	3,551.75
OSBORN CONSULTING INC.	603,225.10
OSTROMS	188.00
O'TIERNEY COMPANIES LLC	750.00
OUR FAMILY FARM	67.00
OUTCOMES BY LEVY, LLC	20,700.00
PACE ENGINEERS, INC.	92,376.75
PACIFIC AIR CONTROL, INC.	26,304.54
PACIFIC TOPSOILS	13,440.12

PACIFICA LAW GROUP LLP	35,160.00
PACWEST MACHINERY	77,578.04
PANE'N THE GLASS WINDOW CLEANING LLC	2,675.55
PANIC, ANXIETY, AND STRESS SUPPORT INC.	398.46
PAO DE QUEIJO	152.50
PARAMETRIX INC	60,653.37
PAT'S TREES AND LANDSCAPE INC.	1,541.40
PAUL LEE	43,255.10
PAWS	5,280.00
PENDLETON CONSULTING LLC	13,806.93
PENINSULA FINANCIAL CONSULTING	22,500.00
PERFORMANCE SYSTEMS INTEGRATION LLC	850.93
PETTY CASH CUSTODIAN	734.57
PH & N CORPORATION	10,000.00
PHOENIX UNITED INVESTMENT LLC	7,500.00
PLYWOOD SUPPLY	204.05
POLYGON WLH LLC	7,500.00
PRAIRIEFORM	165.00
PRECISION CONCRETE CUTTING	6,355.87
PREMIER MEDIA GROUP	2,785.00
PROMOTIONS NOW	236.05
PRR, INC	167,000.00
PSR MECHANICAL, LLC	1,288.18
PUBLIC AGENCY TRAINING COUNCIL	425.00
PUERTO ENSENADA	351.00
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR	604.80
PUGET SOUND ENERGY	447,193.56
PUGET SOUND FINANCE OFFICERS ASSOC	75.00
PUGET SOUND PLANTS	1,678.11
PUGET SOUND REGIONAL COUNCIL	10,385.00
PULTEGROUP	1.00
PURE FUNGAL FRUITS	34.00
QUADIENT LEASING USA, INC.	2,423.12
QUALITY BUSINESS SYSTEMS / WELLS FARGO	2,768.32
QUALITY BUSINESS SYSTEMS INC.	1,914.38
QUALITY WATER FINANCIAL	2,283.54
RAENNETTE MARTINEZ NIRO	150.00
RAGHURAM RAMACHANDRAN NAIR	250.00
RANDALL, BRIAN	727.08
RAYMOND HANDLING CONCEPTS	30,307.62
RED BARN ENGINEERING, INC.	29,132.00
REGIONAL ANIMAL SERVICES OF KC	8,537.00
REGIONAL CRISIS RESPONSE AGENCY	123,148.89
REID, JAMES FALCONER	14,276.25
RELIABLE TRANSLATIONS, INC.	103.32
REPUBLIC SERVICES #172	20,215.30
RFI ENTERPRISES INC.	1,582.28
RHOMAR INDUSTRIES, INC.	42.96
RICH HARTMAN'S BELLINGHAM FORD LINCOLN	58,612.64

RICK BURNSTEAD CONSTRUCTION, LLC	30,432.00
ROAD CONSTRUCTION NW, INC.	9,856.46
ROBERT SAYRE-MCCORD	49.60
RRJ COMPANY, LLC	1,425,774.76
SAID HAMOOD	150.00
SALCIDO, LETICIA	80.32
SAMANTHA LOYUK	611.59
SAMUEL RODRIGUEZ	150.00
SANTIAGO FLORES	260.85
SARAH ROBERTS	161,874.02
SARAH WHITE	150.00
SCHEMATA WORKSHOP INC.	25,789.92
SCHINDLER ELEVATOR CORPORATION	5,818.54
SCHNEE, CARLA	370.06
SCHWARZWALTER, MARK	218.00
SCORE	168,331.97
SCOTT BOTHEL	8,368.00
SEATOWN DEVELOPMENT GROUP	7,500.00
SEATTLE & KING COUNTY PUBLIC HEALTH	833.00
SEATTLE METROPOLITAN CHAMBER OF COMMERCE	1,100.00
SEATTLE POPS	71.00
SEATTLE PUMP & EQUIPMENT CO./JETTERS NORTHWEST	577.37
SEATTLE TIMES	18,802.61
SECRETARY OF STATE	292.86
SEEKING FERMENTS	36.00
SELECT GOURMET FOODS INC	10,000.00
SESAC	553.00
SETH THOMPSON	332.41
SHANNON & WILSON, INC.	18,240.00
SHARI BOTH	2,500.00
SHAW, MICHELLE	150.00
SHERWIN WILLIAMS CO.	849.91
SHI INTERNATIONAL CORP.	6,492.10
SHORELINE FIRE DEPT	2,980.00
SHRED IT, C/O STERICYCLE, INC>	3,166.35
SIGN CONNEXTION LLC	477.80
SISKUN POWER EQUIPMENT	3,850.11
SKYCORP, LTD	26,864.40
SMS CLEANING, INC.	77,940.00
SNO KING WATERSHED COUNCIL	200.00
SNOHOMISH COUNTY	17,484.00
SOFTWAREONE, INC.	20,235.08
SOUND CITIES ASSOC	18,247.31
SOUND SAFETY PRODUCTS CO.	503.80
SREBNIK, DEBRA	1,670.99
SSI & MHA CORPORATION	2,500.00
STACEY VALENZUELA	100.00
STAPLES	16,959.55
STATE AUDITOR'S OFFICE	14,830.41

STATE OF WA DEPT. OF LICENSING	2.10
STEPHANIE BROWN	55.02
STEPHANIE LUCASH	1,822.27
STEPHENS & KLINGE LLP, IOLTA	728.00
STEWART MACNICHOLS HARMELL, INC.	45,000.00
STOWE DEVELOPMENT & STRATEGIES LLC	2,475.00
STRATEGIES 360, INC.	56,116.67
STREET CHARACTERS INC	11,140.00
STRIDER CONSTRUCTION CO., INC.	923,743.68
STUDIO 3 SIGNS	3,401.23
SUBLIME CORN COMPANY	2,860.00
SUNRISE LOCAL BERRIES FARM, LLC	173.00
SUPERION, LLC	27,688.21
SYDNEY DANZIGER	150.00
T MOBILE USA, INC.	18,572.32
TALOS DRONES	8,456.00
TAMI R ALLEN	700.00
TASTAD CONTRUCTION INC	1,848,533.69
THE EVP GROUP	27,500.00
THE NORTHWEST JUNIOR PIPE BAND	250.00
THE ORIGINAL POOP BAGS	4,339.63
THEARY'S FLOWERS & PRODUCE	9.00
THERESA TIMMES KING	150.00
THOMAS JOACHIMIDES	270.39
THOMCO CONSTRUCTION, INC.	1,414,861.41
TML INTERNATIONAL LLC	267.32
TOSHI'S TERIYAKI	6,000.00
TOTAL LANDSCAPE CORP	106,629.78
TRADE ROOT MUSIC GROUP LLC	3,800.00
TRC ENVIRONMENTAL CORPORATION	2,262.95
TRIBAL LINES	35,000.00
TRIPLE POINT LLC	35,360.40
TRUGREEN	3,332.74
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESOTA	4,513.87
TSEN, JULIE	150.00
TYLER TECHNOLOGIES, INC.	21,983.22
U.S. BANK N.A. / CUSTODY	354.00
U.S. BANK PURCHASE CARDS	321,713.61
ULINE	5,541.64
UNITED RENTALS NW, INC	1,360.31
UNITED WAY OF KING COUNTY	480.00
UPS STORE KENMORE	841.68
US POSTAL SERVICE	10,724.41
US POSTAL SERVICE (HASLER)	8,611.70
UTILITIES UNDERGROUND LOCATION CTR	2,191.71
VALLEY, CHRIS & BETH	2,464.75
VARI SALES CORPORATION	941.36
VENTILATION POWER CLEANING, INC.	29,309.50
VERIZON WIRELESS	880.76

VICENTE, JOHN		31,658.30
WA ASSOC OF BUILDING OFFICIALS		2,009.31
WA ASSOC OF PUBLIC RECORDS OFFICERS		25.00
WA CITIES INSURANCE AUTHORITY		643,692.00
WA FINANCE OFFICERS ASSOCIATION		250.00
WA RECREATION & PARK ASSOC.		1,855.00
WA STATE DEPT OF LABOR & INDUSTRIES		243.10
WA STATE DEPT OF TRANSPORTATION		19,087.51
WA STATE DEPT OF TRANSPORTATION		328.68
WA STATE PUBLIC HEALTH LABORATORIES		250.00
WAGNER ARCHITECTS		93,705.00
WALTER E. NELSON CO.		1,492.47
WASHINGTON AUDIOLOGY SERVICES, INC.		1,080.50
WASHINGTON CITY/COUNTY MGMT ASSOC		3,000.00
WASHINGTON FEDERAL BANK		25,959.06
WASHINGTON MUNICIPAL CLERKS ASSOC		200.00
WASHINGTON STATE DEPT OF REVENUE		22,770.22
WASHINGTON STATE FARMERS MARKET ASSOCIATION		350.00
WASHINGTON STATE OFFICE CASH MGMT		1,706.00
WASHINGTON STATE TREASURER		8,352.00
WELWEST CONSTRUCTION INC.		11,325.00
WESTERN DISPLAY FIREWORKS, LTD.		27,500.00
WESTERN ENTRANCE TECHNOLOGY, LLC		1,018.43
WESTLAKE HARDWARE WA-153		6,779.60
WHITNEY CONNORS		150.00
WILLIAMS, KASTNER & GIBBS PLLC		1,739.50
WM CORPORATE SERVICES INC.		53,432.87
WONDERLAND CHILD & FAMILY SERVICES		1,500.00
XEROX CORPORATION		4,524.67
YOURMEMBERSHIP.COM, INC		1,647.00
ZESBAUGH, INC.		3,645.42
ZIPLY FIBER		9,278.23
ZONAR SYSTEMS		528.21
ZUMAR		5,006.61
	TOTAL	24,416,247.35

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic:
Deny Development Agreement application number DVA22-0057 for real property located at 6532 Bothell Way NE, Kenmore, Washington, 98028 between the City of Kenmore, Plymouth Housing Group and Kenmore Housing, LLC

Proposed Council Action/Motion:
Approve Ordinance 24-0605 to deny the Development Agreement for real property located at 6532 Bothell Way NE, Kenmore, Washington, 98028 between the City of Kenmore, Plymouth Housing Group and Kenmore Housing, LLC.

For Council Meeting Agenda of: 01/22/2024

Department: City Manager's Office

Prepared by: Tambi Cork, Housing & Human Services Manager

	Initial & Date
Approved by Department Head:	RK 1/19/24
Approved by City Attorney:	DFR 1/19/24
Approved by Finance Director:	N/A
Approved by City Manager:	RK 1/19/24

Attachments/Exhibits:

1) Development Agreement
2) Ordinance 24-0605
3) Ex. 1 to Ordinance 24-0605

Summary:

Two public hearings were held at the 11/27/2023 and 12/11/2023 City Council meetings to receive public comment on the proposed Plymouth development agreement (Attachment 1) for real property at 6532 Bothell Way NE, Kenmore, Washington, 98028. Following the second public hearing, there was a motion to adopt an ordinance to approve the development agreement. The motion did not pass.

Kenmore Municipal Code (KMC) section 18.110.050.C, requires that the decision on the development agreement must come in the form of an ordinance adopted by Council to:

A) Approve the Development Agreement;
B) Modify the Development Agreement; or
C) Disapprove the Development Agreement.

At the 1/18/24 City Council meeting, the City Council directed staff to bring back an ordinance denying the development agreement. Per Ordinance 24-0605 (Attachment 2), the proposed Development Agreement does not meet the decision criteria set forth in KMC 18.110.020.C, which requires that any departure from adopted development standards must be offset by the provision of a benefit to the City of equal or greater value relative to the departure requested, as determined by the City.

Information/Background:

The Kenmore City Council's number one priority for 2024 is to *increase and preserve the options for affordable housing*. The Council's number one priority for 2021-2022 and number two priority for 2023 was to *increase and preserve the options for affordable housing stock*. In support this goal, and at the direction of the City Council, in 2022 the City developed a Request for Proposals (RFP) for affordable housing on City-owned property at 6532 Bothell Way NE. Plymouth Housing Group (Plymouth) was selected through this RFP process in May 2022 and the City Council approved that selection in June 2022. The Plymouth team has been working in coordination with City staff towards breaking ground on that development since June 2022 and the development is currently fully funded and in the final phases of permitting. The December 11, 2023, Agenda Bill packet provides additional background information on the history of the selection of Plymouth and proposed development agreement for the 6532 Bothell Way NE property: (https://kenmore.civicweb.net/filepro/documents/126974/?preview=250268)

As required by Kenmore Municipal Code (KMC), public hearings were held at the 11/27/2023 and 12/11/2023 Council meetings to receive public comment on the proposed development agreement. Following the second public hearing, there was a motion to adopt Ordinance 23-0600 to approve the development agreement. The motion did not pass.

KMC 18.110.050.C requires that the city council approve, disapprove or modify a development agreement by ordinance. The motion that failed to pass at the 12/11/2023 meeting was not an ordinance. At the January 19, 2024 Council Meeting, Council approved a motion to bring back an ordinance to deny the development agreement on the 1/22/2024 consent agenda. Ordinance 24-0605 (Attachment 2) identifies that the proposed Development Agreement does not meet the decision criteria set forth in KMC 18.110.020.C, which requires that any departure from adopted development standards must be offset by the provision of a benefit to the City of equal or greater value relative to the departure requested, as determined by the City.

Fiscal Consideration:

The City has allocated $3.2 million in City funds for the development of this affordable housing in partnership with Plymouth and committed to donating the land. If Ordinance 24-0605 is approved, staff will return to Council in 2024 for further direction related to these funds and property.

City Council Priority or Budget Objective Being Addressed:

1. Increase and preserve the options for affordable housing stock

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KENMORE, PLYMOUTH HOUSING GROUP, AND KENMORE HOUSING LLC FOR AFFORDABLE HOUSING DEVELOPMENT

THIS Development Agreement is made and entered into this ____ day of _____, 20___, by and between the City of Kenmore, a Washington municipal corporation, Plymouth Housing Group, a Washington nonprofit corporation and Kenmore Housing LLC, a Washington limited liability company.

RECITALS

WHEREAS, RCW 36.70B.170 and Chapter 18.110 KMC authorize the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, the public benefits derived from the development of the real property, and the duration of the agreement; and

WHEREAS, this Development Agreement relates to the development of real property located at 6532 Bothell Way NE, Kenmore, Washington, 98028, to provide for affordable housing within the City; and

WHEREAS, the City Council finds that the Development Agreement is consistent with the goals and policies of the Kenmore Comprehensive Plan; and

WHEREAS, the City Council finds that this Development Agreement is necessary for the health, safety, and welfare of its residents;

AGREEMENT

Now, therefore, in consideration of the mutual benefits and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals set forth above and in the Adopting Ordinance are incorporated by reference as if set forth in full.

Section 2. Parties to the Development Agreement. The parties (collectively, the "Parties") to this Agreement are:

A. The City of Kenmore, 18120 68th Ave NE, Kenmore, WA, 98028, (hereinafter, the "City").
B. Plymouth Housing Group, a Washington public benefit nonprofit corporation, 2113 Third Avenue, Seattle WA, 98121 ("PHG").

C. Kenmore Housing LLC, 2113 Third Avenue, Seattle, Washington, 98121 (the "LLC"). PHG is the sole member of the managing member of the LLC and hereinafter, PHG and the LLC shall be collectively referred to as "Plymouth").

Section 3. Exhibits. The following Exhibits to this Agreement are attached hereto and incorporated by reference as if set forth in full:

Exhibit 1 – Legal Description of the Property
Exhibit 2 – Conceptual Site Plan
Exhibit 3 – Project Schedule

Section 4. Definitions. As used in this Development Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section:

A. "Adopting Ordinance" means the ordinance which approves this Development Agreement, as required by RCW 36.70B.200 and KMC 18.110.050.C.
B. "Affordable Housing" means affordable housing as defined by A Regional Coalition for Housing ("ARCH"), which will administer and monitor the affordability of the Project on behalf of the City.
C. "Development Agreement" or "Agreement" means this Development Agreement approved by the Adopting Ordinance.
D. "Development Regulations" means the same as defined in KMC 19.10.070.
E. "Effective Date" means the date of passage of the Adopting Ordinance.

Section 5. The Property. The City owns real property that is located at 6532 NE Bothell Way, Kenmore, Washington, 98028, King County Tax Parcel Nos. 794630-0195 and 794630-0196, and which is legally described as set forth in Exhibit 1 ("Property"). The Property is located in the Downtown Commercial Zone.

Section 6. The Project. Consistent with the terms and conditions of this Development Agreement, Plymouth is authorized to construct, operate, and maintain the following on the Property:

A. Six-story building: A five-story, Type V-A wood-framed, 100-unit permanent supportive housing building atop a one-story, Type I-A concrete-framed podium base with on-site property management offices, resident services, and interior and exterior resident amenity spaces.
B. Residential Units: The building shall include not less than one hundred (100) residential units with a mix of one-bedroom units and studio units (the "Residential Units").
C. Affordability. One hundred percent (100%) of the Residential Units shall be Affordable Housing.
D. Resident Services. PHG shall provide resident services to tenants of the Project.
E. Property Management. PHG shall provide on-site property management services.
F. Commercial Space. The ground floor of the building shall include commercial space consistent with the uses permitted in the Downtown Commercial Zone (hereinafter, the "Commercial Space"); provided, however, the Commercial

Space shall not include a use that is incompatible with the Project, including, but not limited to, firearms sales/service, adult entertainment, and automotive, small engine, or marine sales or service, which uses are hereby determined to be incompatible with the Project.

G. Courtyard Area. A courtyard area shall be constructed and available for residential tenants of the Project (the "Courtyard") .

(Collectively, the "Project"). The Project is depicted in the Conceptual Site Plan as set forth in Exhibit 2.

Section 7. Applicable Development Regulations. Except as modified in Section 8 of this Agreement, the Project shall be consistent with applicable Development Regulations to the fullest extent possible, including but not limited to zoning regulations set forth in Title 18 KMC, Zoning, Chapter 19.35 KMC, Environmental Procedures, Title 15 KMC, Buildings and Construction, and Title 13 KMC, Utilities and Public Works.

Section 8. Modifications to Development Regulations. Pursuant to KMC 18.110.030, this Development Agreement is intended to provide flexibility in the development of the Property to achieve public benefits. Accordingly, the City Council approves the following modifications to the KMC:

A. Modifications to KMC 18.25.020 Footnote 9(b) (depth) & KMC 18.25.040 Table B (density & setbacks)**:**
   1. Commercial Frontage – SR 522.
      The proposed Commercial Space frontage that abuts SR 522 may range in depths from 21'-0" to 26'-4".
   2. Maximum Density. The Project density shall be a maximum of one hundred (100) Residential Units, as described Section 6.B.1 -.2.
   3. Street Setbacks.
      a. The street setbacks for the ground floor of the building fronting SR 522 shall be ten (10) feet.
      b. The street setbacks for all upper floors of the building (other than the ground floor) fronting SR 522 shall be 5 feet.
      c. The street setback for all floors of the building fronting 67th Avenue NE may exceed ten (10) feet at the area of the Courtyard.

B. Modifications to KMC 18.40.030.A & KMC 18.80.080.D.1 (parking) & KMC 18.40.030.E (bike racks). The required off-site parking and bicycle parking for the Project shall be:
   1. Nine (9) off-street parking spaces.
   2. Plymouth shall include eight (8) bicycle parking spaces (bike racks).
   3. Plymouth shall install in each Residential Unit a wall-mounted bike hook.

C. Modification to KMC 18.52.150 Building locations/setbacks. KMC 18.52.150 is modified to allow the Project's building locations/setbacks to be consistent with the modifications authorized in Section 8.A of this Development Agreement.

D. Modification to KMC 18.52.220 (roof form), KMC 18.52.300 (building materials), KMC 18.52.310.B (upper level stepbacks, mass and bulk), KMC

18.52.100 (pedestrian walkways) and KMC 18.52.210 (building corners). The Project may deviate from design standards as follows:

1. The design may incorporate a flat roof with a consistent parapet height. The base of the building may be expressed through a 12-foot datum line that separates the ground floor from the upper floors, which may be further expressed with a change of materials at ground floor, including vertical wood siding and storefront glazing.
2. As part of an intentional architectural design, masonry materials are not required.
3. As part of an intentional architectural design, the techniques applied to facades visible from public rights-of-way and public spaces to minimize apparent bulk and mass of building are not required.
4. The pedestrian walkway may vary in width through the site to be eight (8) feet or greater, but several areas of the walkway may narrow to six (6) feet in width.
5. As part of an intentional architectural design, the Courtyard may face and open up to 76th Avenue NE and the building sides that face corners of public streets are not required to be treated architecturally to emphasize the corner location.

E. Modification to Title 21 KMC Financial Guarantees.

The Project is exempt from the requirements of Title 21 KMC Financial Guarantees; provided, however, that Plymouth shall meet Section 9.B.3 of this Agreement to ensure construction and maintenance of site improvements.

F. Modification to Chapter 20.47 KMC Transportation, Park, and School Impact Fees. Pursuant to KMC 20.47.040.A.6, the City Council finds and determines that the Project has a broad public purpose by providing low-income housing. Accordingly, the Project is exempt from payment of transportation impact fees and park impact fees. The City Council acknowledges that an independent fee calculation was requested for school impact fees pursuant to KMC 20.47.140. The Northshore School District ("NSD") adjusted the school impact fees to $0 with the understanding that the Project is designed to serve a resident population where no students will be generated. Plymouth shall record a restrictive covenant prior to occupancy documenting the basis for the independent fee calculation and agreeing to the collection of school impact fees if the Project ever fails certification, or if the Residential Units are converted to a use that no longer meets the basis for the approved adjustment.

G. Modification of KMC 18.110.050 Processing procedure. The City Council modifies KMC 18.110.050 to waive minor procedural irregularities in the processing of this Development Agreement.

Section 9. Public Benefit. Pursuant to KMC 18.110.020.C, any requested modifications from existing Development Regulations must be offset by the provision of a public benefit to the City. Accordingly, the City Council finds and determines that the public benefits provided by the construction and operation of Affordable Housing as required herein substantially offsets the code modifications approved in Section 8 of this

Development Agreement and meets the criteria of KMC 18.110.020.C. The approval of this Development Agreement is expressly contingent on the following:

A. Affordability. One hundred percent (100%) of the Residential Units shall be Affordable Housing.

B. Covenants. If a transfer of the Property occurs pursuant to Section 13 from the City to Plymouth, Plymouth shall:

1. Record the Development Agreement;
2. Record a Condominium Sale Prohibition Covenant;
3. Execute any necessary documentation from other funders, including, but not limited to, ARCH; and
4. Record a restrictive covenant as required pursuant to Section 8.F of this Agreement relating to the independent fee calculation decision for school impact fees.

The covenants required herein shall be in a form acceptable to the City Attorney's Office.

C. Services. PHG agrees to provide the resident services and on-site property management.

D. Community engagement. PHG agrees to commence a community engagement plan for the Project in 2023 to help educate Kenmore residents on the benefits of affordable housing development.

Section 10. Vested Rights.

A. General. Except as modified in Section 8 of this Agreement, the Project shall be vested to City's local land use control ordinances, regulations and resolutions existing on the effective date of this Agreement ("Vested Laws"), including, but not limited to, the City's Comprehensive Plan, Zoning Use Tables, and Development Regulations. Provided, however, that Vested Laws do not include any regulation that is not considered a land use control under state law, including but not limited to taxes, other development, administrative and regulatory fees, connection charges, and City enactments that are adopted pursuant to state or federal mandates (such as the City's NPDES Municipal Stormwater Permits) that preempt the City's authority to vest regulations.

B. Amendment. During the vested period, if any Vested Laws are amended, modified, or changed, Plymouth may elect to have a permit or approval for the Project considered under all such Vested Laws, as amended, in effect on the date of application for the permit or approval.

C. Reservation of rights. Notwithstanding the foregoing, the City reserves the authority under RCW 36.70B.170(4) to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 11. Schedule. The Parties acknowledge a shared goal of the prompt development of the Project. Accordingly, the Parties agree to the Project Schedule as set forth in Exhibit 3, which identifies the KMC deadlines for anticipated actions associated with this Agreement.

Section 12. Project Review. Plymouth shall be responsible, at its sole cost, to apply for all applicable permits, including but not limited to, applications for planning

and zoning permits, clearing and grading permits, building permits and other such permits and approvals required under KMC and necessary to authorize development of the Project ("Project Permits"). The Project Permits must demonstrate consistency with the Development Regulations and this Agreement, including any modifications authorized in Section 8 of this Agreement. The City will review the Project Permits as provided by the KMC.

Section 13. Affordable Housing Property Transfer. Pursuant to RCW 39.33.015 and KMC 3.55.075, the City may surplus the Property for affordable housing purposes if the City Council finds that affordable housing is needed in the City and is in the best interests of the City and its residents. If the City Council, in its sole discretion, transfers the Property to Plymouth pursuant to KMC 3.55.075, then the transfer shall be conditioned on:

A. Plymouth's execution and recording of this Agreement;
B. Executing and recording of the covenants and agreements required in Section 8.B of this Development Agreement at the sole cost of Plymouth;
C. Executing project financing documents recommended by ARCH, which will administer and monitor affordability on behalf of the City; and
D. Executing a transfer agreement in a form approved by the City Attorney's Office.

Section 14. Term. This Agreement shall commence upon the Effective Date of this Agreement and shall continue in force for a period of ten (10) years, unless extended by way of amendment. Following the expiration of the term, this Agreement shall have no force and effect subject, however, to post-termination obligations of Plymouth.

Section 15. Default; Remedies for default.

A. Events of default. The following shall constitute events of default under this Agreement ("Events of Default"):

1. A default by a party in keeping, observing, or timely performing any of its duties and/or obligations under this Agreement;
2. The appointment of a receiver or trustee for Plymouth, which appointment shall not be vacated or stayed within twelve (12) months; or
3. The filing of a petition in bankruptcy by or against Plymouth or for its reorganization under any bankruptcy or insolvency law which shall not be dismissed or stayed by the court within twelve (12) months after such filing.

B. Remedies in the event of default. If an Event of Default shall occur, or in the event of a dispute, claim or controversy arising out of, or relating to this Agreement, then the party alleging the Event of Default shall give the other party not less than sixty (60) days' notice in writing, specifying the nature of the Event of Default and the manner in which the Event of Default may be cured. After notice and the expiration of the thirty-day period, if the Event of Default has not been cured or if the cure is not being diligently pursued, the party alleging the Event of Default may, at its option, institute legal or equitable proceedings to enforce this Agreement or to seek damages, and shall have all rights, remedies and causes of action, at law or in equity, available under the laws of the State of Washington.

Section 16. Indemnity. Plymouth agrees to defend, hold harmless, and indemnify the City, and its officers, officials, employees, agents, and consultants from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys' fees and costs of any nature whatsoever, incurred by the City which result from or arise out of any breach of or failure to comply with, or any negligent act or omission in performing, the duties or obligations set forth in this Agreement by Plymouth, except to the extent the claims, demands, penalties, fees, liens, damages, losses, or expenses are caused by the breach of this Agreement, negligence or willful misconduct of the City. This indemnity provision shall survive expiration of this Agreement.

Section 17. Assignment. Plymouth shall not have the right to sell, assign or transfer this Agreement to any person, firm, or corporation at any time during the term of this Agreement, unless approved in writing by the City. Plymouth shall provide the City with written notice of any intent to sell, assign, or transfer this Agreement at least 90 days in advance of such action.

Section 18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties, their respective heirs, successors, and assigns. The Parties, and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations contained in this Development Agreement.

Section 19. Amendment. This Agreement may be amended consistent with the procedures of KMC 18.110.060, and by mutual consent of the Parties. Minor modifications, which do not include changes to uses, parking, residential densities, or maximum structure height, may be approved administratively, and shall not require an amendment to the Agreement. Approved permits relating to the Project may be amended in accordance with the provisions of the KMC and shall not require an amendment to this Agreement.

Section 20. Notices. Notices, demands, correspondence to the City and Plymouth shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

If to Plymouth:

Plymouth Housing Group
Attn: VP of Real Estate
2113 Third Avenue
Seattle, WA 98121

If to the City:

City of Kenmore
Attn: City Manager
18120 68th Avenue NE
Kenmore, WA 98028

Kenmore Housing LLC

c/o Plymouth Housing Group
Attn: VP of Real Estate
2113 Third Avenue
Seattle, WA 98121

The Parties may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in King County Superior Court or the U.S. District Court for Western Washington.

Section 22. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 23. Severability. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the Adopting Ordinance, such invalidity shall not affect the validity of the remainder of this Agreement.

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

PLYMOUTH HOUSING GROUP

By:_____
Its:_____
Date:_____

CITY OF KENMORE:

By:_____
Its: City Manager
Date:_____

KENMORE HOUSING LLC

By: Kenmore Housing MM LLC, a
Washington limited liability company
Its: Managing Member

By: Plymouth Housing Group, a
Washington nonprofit corporation

Its: Manager

By: _____
Name: _____
Title: _____
Date:
_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Plymouth Housing Group, manager of Kenmore Housing MM LLC, managing member of **Kenmore Housing LLC**, a Washington limited liability company**,** to be the free and voluntary act of such nonprofit corporation on behalf of such company on behalf of such company for the uses and purposes mentioned in the instrument.

DATED this _____ day of_____, 2022.

(Seal or Stamp)

_____
(*Signature of Notary)*

_____
(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of Washington
My Commission Expires:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **Plymouth Housing Group**, a Washington nonprofit corporation**,** to be the free and voluntary act of such nonprofit corporation for the uses and purposes mentioned in the instrument.

DATED this _____ day of_____, 2022.

(Seal or Stamp)

_____
(*Signature of Notary)*

_____
(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of Washington
My Commission Expires:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

EXHIBIT 1 - PROPERTY LEGAL DESCRIPTION:

PARCEL 794630-0195:
LOTS 10 AND 11, BLOCK 6, W.C. SQUIRE'S PLAT OF KENMORE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 62, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 70.00 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 794630-0196:
THE SOUTH 70.00 FEET OF LOTS 10 AND 11, BLOCK 6, W.C. SQUIRE'S PLAT OF KENMORE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 62, IN KING COUNTY, WASHINGTON

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENMORE PURSUANT TO STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20070122002204.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT 2 – CONCEPTUAL PLANS:

The Building Permit Application (BLD23-0614) plan set on file at the City of Kenmore is hereby incorporated by reference as if set forth in full as the "Conceptual Plans" for the Project.

EXHIBIT 3 – PROJECT SCHEDULE:

The Project Schedule shall comply with all applicable timelines set forth the KMC for the Project Permits, which include but are not limited to the following KMC:

15.30.235 Time limitation of application – Building Permits

A. Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with State law by the building official.

B. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions, or additional information within 90 days of the date of request. The building official may extend the response period beyond 90 days if within the original 90-day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

C. The building official may extend the life of an application if any of the following conditions exist:

1. Compliance with the State Environmental Policy Act is in progress; or
2. Any other City review is in progress; provided the applicant has submitted a complete response to City requests or the building official determines that unique or unusual circumstances exist that warrant additional time for such response, and the building official determines that the review is proceeding in a timely manner toward final City decision; or
3. Litigation against the City or applicant is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application; or
4. At the sole discretion of the building official when there have not been newly adopted codes, fees, ordinances or laws which affect the application. [Ord. 20-0518 § 4 (Exh. D); Ord. 16-0423 § 4 (Exh. D); Ord. 13-0360 § 6 (Exh. C); Ord. 10-0310 § 4 (Exh. C).]

15.30.245 Permit expiration – Building Permits

A. Every permit issued shall expire two years from the date of issuance. The building official may approve a request for an extended expiration date where a construction schedule is provided by the applicant and approved prior to permit issuance.

B. Every permit which has been expired for less than one year may be renewed for a period of one year from the expiration date for an additional fee as long as no changes have been made to the originally approved plans and new building codes have not been adopted. For permits that have expired for longer than one year, a new permit must be obtained, and full new fees paid. No permit shall be renewed more than once, except at the sole discretion of the building official when there have not been newly adopted codes, fees, ordinances or laws which affect the permit.

C. Mechanical and plumbing permits shall expire at the same time as the associated building permit, except that if no associated building permit is issued, the mechanical and/or plumbing permit shall expire 12 months from the date of issuance. [Ord. 20-0518 § 4 (Exh. D); Ord. 16-0423 § 4 (Exh. D); Ord. 13-0360 § 6 (Exh. C); Ord. 10-0310 § 4 (Exh. C); Ord. 09-0301 § 1 (Att. A).]

15.25.100 Time limitation of application – Engineering permit

A. Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the *applicant* or destroyed in accordance with State law by the *city manager*.

B. Applications may be canceled for inactivity, if an *applicant* fails to respond to the *department's* written request for revisions, corrections, actions or additional information within 90 days of the date of request. The *city manager* may extend the response period beyond 90 days if within the original 90-day time period the *applicant* provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the *department*.

C. The *city manager* may extend the life of an application if any of the following conditions exist:

1. Compliance with the State Environmental Policy Act is in progress; or
2. Any other City review is in progress; provided, that the *applicant* has submitted a complete response to City requests, or the *city manager* determines that unique or unusual circumstances exist that warrant additional time for such response, and the *city manager* determines that the review is proceeding in a timely manner toward final City decision; or
3. Litigation against the City or applicant is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application. [Ord. 22-0547 § 2 (Exh. A); Ord. 12-0345 § 3 (Exh. A).]

15.25.120 Permit expiration – engineering permit

A. Stand-alone *land alteration*, except *tree removal*, permits shall expire two years from the date of issuance. *Tree removal* permits shall expire one year from the date of issuance. *Land alteration* permits issued and associated with another land use permit or approval shall expire in conjunction with the land use permit or approval. The *city manager* may approve a request for an extended expiration date where a construction schedule is provided by the *applicant* and approved prior to permit issuance.

B. Stand-alone *land alteration* permits which have expired for less than one year may be renewed for a period of one year from the expiration date for an additional fee, as long as no changes have been made to the originally approved plans. *Land alteration* permits associated with a land use permit or approval which has been expired for less than one year may be renewed for an additional fee as long

as no changes have been made to the originally approved *land alteration* plans and the originally approved land use permit or approval is not expired. For permits that have been expired for longer than one year, a new permit must be obtained and full new fees paid. No permit shall be renewed more than once. [Ord. 22-0547 § 2 (Exh. A); Ord. 12-0345 § 3 (Exh. A).]

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 24-0605

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, DISAPPROVING AND DENYING THE PROPOSED DEVELOPMENT AGREEMENT FOR REAL PROPERTY LOCATED AT 6532 BOTHELL WAY NE, KENMORE, WASHINGTON, 98028 BETWEEN THE CITY OF KENMORE, PLYMOUTH HOUSING GROUP AND KENMORE HOUSING, LLC; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, RCW 36.70B.170 authorizes a local government to enter into a development agreement with the owner of real property to establish the development standards and other provisions that shall apply to, govern and vest to the development of real property; and

WHEREAS, the City Council adopted Chapter 18.110 of the Kenmore Municipal Code ("KMC"), entitled "Development Agreements" which sets forth the requirements and decision criteria necessary for a proposed development agreement, including potential departures from adopted development standards; and

WHEREAS, KMC 18.110.020.C provides, in relevant part:

> C. Any departure requested by the *owner* from the development standards of this code through a *development agreement* shall be offset by the *owner's* provision of a benefit to the *City* of equal or greater value relative to the departure requested, as determined by the *City*.

WHEREAS, an application for a proposed development agreement was submitted to the City requesting certain departures from adopted development standards for the development of real property located at 6532 Bothell Way NE, Kenmore, Washington, 98028 ("Development Agreement"); and

WHEREAS, the proposed Development Agreement seeks departures from adopted code standards relating to increased density, reduced parking spaces, setbacks, and design standards, among other things, as more specifically identified in Ex. 1 to this Ordinance, attached hereto and incorporated by reference; and

WHEREAS, the proposed Development Agreement and the requested departures from adopted development standards were considered by the City Council at the November 29, 2023, December 11, 2023, and January 18, 2024, public meetings; and

WHEREAS, the City Council finds that the location, size and scale of the proposed

project, and the requested departures from the City's adopted development standards such as increased density, reduced setbacks, and reduction in parking from one hundred (100) to nine (9) parking spaces will have negative impacts to the Downtown Commercial Zone and surrounding community; and

WHEREAS, the proposed Development Agreement identifies affordable housing as the lone public benefit to offset the requested departures from the adopted development standards; and

WHEREAS, City Council finds and determines that the proposed public benefit does not offset the departures requested from adopted development standards, and does not provide a public benefit that is of equal or greater value relative to the departures requested; and

WHEREAS, the City Council finds and determines that the proposed Development Agreement does not meet the decision criteria of KMC 18.110.020.C, and rejects all findings in the proposed Development Agreement to the contrary; and

WHEREAS, the City Council finds and determines that the disapproval and denial of the Development Agreement is necessary for the health, safety, and welfare of its residents;

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

Section 1. Recitals. The recitals set forth above are incorporated herein by reference as findings in support of this ordinance.

Section 2. Disapproval/Denial of Development Agreement. Pursuant to KMC 18.110.050.C, the City Council hereby disapproves and denies the proposed Development Agreement, which is set forth in Exhibit 2, attached hereto and incorporated by reference.

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

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

CITY OF KENMORE

_____

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

_____
Anastasiya Warhol, City Clerk

Approved as to form:

_____
Dawn Findlay Reitan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. _____
Date of Publication:
Effective Date:

Ex. 1 to Ord. 24-0605
Development Agreement Requested Departures

KMC Requirements	Proposed Departure From KMC
KMC 18.25.040 Table B (density & setbacks); KMC 18.25.020 Footnote 9(b) (depth) The maximum density is seventy-five (75) dwelling units for the .50-acre property (150 dwelling units per gross acre). The required nonresidential use shall extend at least thirty feet in depth at street level from the street front facade of the structure; provided that the minimum required depth may be averaged, with no depth less than 15 feet.	Proposed project density of one hundred (100) residential units. Proposed Commercial Space frontage that abuts SR 522 ranges in depths from 21'-0" to 26'-4".
KMC 18.25.040 Table B (setbacks): Minimum ten (10) ft. setback from SR-522, unless otherwise allowed through Chapter 18.52 KMC, Design Standards; other streets 0 ft. Maximum ten (10) ft. unless otherwise allowed through Chapter 18.52 KMC, Design Standards. The City may authorize intrusions of structural elements into the public right-of-way, subject to review and conditions.	The proposed street setback for the ground floor of the building fronting SR 522 is ten (10) feet. The proposed street setback for all upper floors of the building (other than the ground floor) fronting SR 522 is five (5) feet. The proposed street setback for all floors of the building fronting 67th Avenue NE exceed ten (10) feet at the area of the courtyard.
KMC 18.40.030.A, KMC 18.40.030.E, KMC 18.80.080.D.1 (parking): Standard parking requirements require 122 parking spaces for the project (KMC 18.40.030). The project qualifies for an affordable housing reduction from 122 parking spaces to 100 parking spaces (KMC 18.80.080). In any development required to provide six or more parking spaces, bicycle parking shall be provided. Bicycle parking shall be bike rack	Nine (9) off-street parking spaces proposed. Eight (8) bicycle parking spaces (bike racks) and installation of wall-mounted bike hooks in each residential units are proposed.

or locker-type parking facilities unless otherwise specified.	
KMC 18.52.150 (setbacks): Parcels fronting SR-522 shall be set back ten (10) feet from the right-of-way to allow for sidewalks. Ground floors shall maintain a minimum and maximum setback of ten (10) feet. For facades above the ground floor (minimum elevation of fifteen feet above street level), the minimum setback at any one point shall be no less than five feet, and the maximum setback at any one point shall be no greater than ten feet. The setback may be averaged between a minimum of five feet and a maximum of ten feet for purposes of modulation, but shall not be less than or greater than the minimum or maximum setbacks at any one point.	The proposed setback on ground floor fronting SR 522 is 10 feet. The proposed setback for upper floors along SR 522 is 5 feet Proposed setbacks along 67th Ave NE to exceed ten (10) feet at the area of the courtyard.
KMC 18.52.220 (roof form), KMC 18.52.300 (building materials), KMC 18.52.310.B (upper level stepbacks, mass and bulk), KMC 18.52.100 (pedestrian walkways) and KMC 18.52.210 (building corners): Buildings which contain predominantly residential uses shall use certain architectural elements to break up the massiveness of an uninterrupted flat roof. For mixed use building, the façade of commercial levels shall be primarily masonry materials. A minimum of two techniques shall be applied to facades visible from public rights-of-way and public	Masonry materials are not proposed. Techniques applied to facades visible from public rights-of-way and public spaces to minimize apparent bulk and mass of building are not proposed. The proposed design incorporates a flat roof with a consistent parapet height. The base of the building is expressed through a 12-foot datum line that separates the ground floor from the upper floors, which may be further expressed with a change of materials at ground floor, including vertical wood siding and storefront glazing.

spaces to minimize the apparent bulk and mass of a building. See KMC 18.52.310.B.1-5 for a list of techniques. Building sides that face corners of public streets shall be treated architecturally to emphasize the corner location. Walkways shall be a minimum of eight feet wide with a minimum average width of twelve feet. The minimum/average walkway width does not include additional areas which may be required for landscaping or site furnishings.	Pedestrian walkways vary in width through the site at eight (8) feet or greater, but several areas of the walkway narrow to six (6) feet in width. The courtyard opens up to 76th Avenue NE and the building sides that face corners of public streets are not treated architecturally to emphasize the corner location.
Modification to Chapter 20.47 KMC Transportation, Park, and School Impact Fees.	Proposed exemption from and/or adjustment to impact fees.
Modification of KMC 18.110.050 Processing procedure.	Proposed waiver of minor procedural irregularities in the processing development agreement

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic: Authorization of Consultant Contract 23-C2995 with Kimley-Horn for Assistance with Comprehensive Plan and Code Amendments related to Middle Housing as required by state law. **Proposed Council Action/Motion:** Authorize the City Manager to execute Contract 23-C2995 with Kimley-Horn, in an amount not to exceed $85,000.	**For Council Meeting Agenda of:** 01/22/24 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director Todd Hall, Principal Planner **Initial & Date** **Approved by Department Head:** DB, 1/17/24 **Approved by City Attorney:** NA **Approved by Finance Director:** NA **Approved by City Manager:** RK, 1-17-24 **Attachments/Exhibits:** None

Summary:

Staff is requesting that the City Council authorize the City Manager to execute Contract 23-C2995 with Kimley-Horn to provide consultant assistance in preparing amendments to the Comprehensive Plan and land use regulations related to middle-housing. These amendments are needed as a result of recent changes in state law (see Information/Background of this agenda bill).

On December 15 and December 22, 2023, staff advertised a Request for Proposals (RFP) in the Daily Journal of Commerce and The Seattle Times for qualified consulting firms to assist with the State mandated update of the City's Comprehensive Plan and Kenmore Municipal Code amendments related to Middle Housing. The first phase of the "Missing Middle" housing project was completed in 2023, which included several analysis and guidance reports that would inform the second phase of the project. Final reports were presented to the City Council 9/25/23. Consultant assistance for middle housing is required for this work because of recently adopted State Legislation (HB 1110 and HB 1337), and large docket of comprehensive plan update items that staff is required to complete and City Council adopt by the end of 2024. City Council approved the 2024 docket 1/9/24.

The scope of work includes review of phase 1 analysis reports, preparation of amendments to the Housing and Land Use Elements of the Comprehensive Plan, preparation of regulations for middle housing, unit lot subdivisions, cottage housing, accessory dwelling unit, and small houses on small lots, preparation of graphics and other supporting documents, and community engagement.

The Community Development team (Debbie Bent, Todd Hall) reviewed the submitted proposals and selected Kimley-Horn for the project. Kimley-Horn demonstrated the desired experience, scientific knowledge, creativity, and commitment necessary to successfully complete the project.

Staff has negotiated a scope and fee with Kimley-Horn in the amount of $84,900. Specific tasks include project kickoff and coordination, a community engagement plan and execution of community engagement, review of phase 1 middle housing documents, draft and final housing and land use policy amendments, draft and final housing regulations, and attendance at Planning Commission and City Council meetings. All work is anticipated to be completed by the end of 2024 to be consistent with the periodic update deadlines.

Information/Background:

As noted above, HB 1110 – Middle Housing, and HB 1337 – Accessory Dwelling Units, were recently passed by the State legislature in 2023. As a result, the City is required to update its Housing and Land Use Element, as well as applicable zoning regulations in Kenmore Municipal Code. Due to the highly technical nature of the subject matter, the timeline to complete the work, and staff's workload, it is necessary to procure a consultant to complete this body of work.

Fiscal Consideration:

The consultant fee expenditure of $85,000 is being covered by a Middle Housing Grant awarded to the City by the Washington State Department of Commerce (Commerce) ($40,000), a portion of funds from the Year 2 Periodic Update Grant awarded by Commerce ($20,000), and Community Development budget ($25,000).

City Council Priority or Budget Objective Being Addressed:

The Comprehensive Plan and Municipal Code Update will touch on the following 2024 City Council Priorities: 1. Increase and preserve the options of affordable housing; 2. Enhance multimodal transportation; 5. Implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Plan; and 9. Foster community engagement, participation and fun.

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic:

2024 City Council Committee Appointments

For Council Meeting Agenda of: 01/22/2024

Department: City Council

Prepared by: Rob Karlinsey, City Manager
Nancy Meehan, Executive Assistant

	Initial & Date
Approved by Department Head:	RK 1/11/2024
Approved by City Attorney:	N/A
Approved by Finance Director:	N/A
Approved by City Manager:	RK 1/11/2024

Proposed Council Action/Motion:

Review Council Committees and make any necessary changes/updates.

Attachments/Exhibits:

1 – 2023 Council Committee List
2 – NUHSA Letter, dated 10/13/2023

Summary:

Every two years the Council reviews and reassigns, if necessary, Councilmembers to various regional boards and committees. The staff recommendation is to review the Council Committee list attached and make new appointments and assignments if they so desire.

Information/Background:

Representation of Kenmore's interests in local and regional partnerships.

Fiscal Consideration:

None.

City Council Priority or Budget Objective Being Addressed:

All.

2023 COUNCIL COMMITTEE LIST

APPOINTMENT BY THE CITY COUNCIL

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
ETP - Eastside Transportation Partnership King County Transportation Dept.	2 Voting Positions	2nd Friday, 7:30 – 9:30 a.m. Bellevue School District Office Room 200 (Old Boardroom)	Nigel Herbig Angela Kugler Corina Pfeil (Alternate)
SeaShore Transportation Forum King County Transportation Dept.	2 Voting Positions	1st Friday, 7:30 – 9:30 a.m. Shoreline City Hall	Angela Kugler Melanie O'Cain
SCA PIC - Public Issues Committee Sound Cities Association (SCA)	1 Voting Position	2nd Wednesday, 7:00 p.m. Renton City Hall	David Baker Corina Pfeil (Alternate)
WRIA #8 – Water Resource Inventory Area #8 Salmon Recovery Council	1 Voting Position	3rd Thu every other month 3:00 – 5:30 p.m. (Jan, Mar, May, Jul, Sep, Nov) Bellevue	Melanie O'Cain Vacant (Alternate)
Northshore Fire District Liaison			Nigel Herbig (Designee)
Northshore Park and Recreation Board	1 Voting Position	Meets approx. once every two months. Northshore Senior Center, 10201 E. Riverside Drive, Bothell	Debra Srebnik Corina Pfeil (alternate)
Northshore Performing Arts Advisory Board		To be discontinued?	Debra Srebnik

OTHER REGIONAL AND NATIONAL BOARDS & COMMITTEES THAT KENMORE SERVES ON (NOT APPOINTED BY THE COUNCIL)

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
SCA Board of Directors Sound Cities Association (SCA)	1 Voting Position	4th Thursday, 9:30 – 11:30 am March, May, July, Sept, Oct, Nov Renton City Hall	David Baker (past President of SCA)
BOH – Board of Health Sound Cities Association (SCA)	½ Voting Position	3rd Thursday, 1:30 - 3:30 pm County Council Chambers	David Baker
Harborview Hospital Board of Trustees	1 Voting Position	Meets two times a month	David Baker, 2nd Vice President
AWC – Federal Legislative Committee	2 Voting Positions		David Baker
AWC Nominating Committee	1 Voting Position		David Baker
Northend Mayor's Meeting	Informational	1st Tuesday of each month, 11:30 am – 1:00 p.m., virtual for now	Mayor
Coffee with Council	Informational	1st Monday, 7:30; and 3rd Saturday, 8:00, virtual for now	Up to three Councilmembers can "accept" meeting request
North Lake Washington Mayor's	Informational	2nd Thursday, 7:30 a.m. Various Locations	Mayor
NLC – Board of Advisors	1 Position	Meets three times a year	David Baker
NLC ITC - Information Technology & Communications Committee	1 Position	Meets three times a year	David Baker
NLC Human Development Committee	1 Voting Position	Meets three times a year at the three NLC conferences	Corina Pfeil
NLC – University Board of Advisors	1 Position	Meets three times a year	David Baker

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
NLC-UCC – University City Council Steering Committee	1 Position	Meets three times a year	David Baker
NLC – Council on Youth, Education and Families	2 Positions	Meets three times a year	David Baker
NLC – University Fellows	2 Positions		David Baker
PSRC Executive Board			David Baker
Federal Legislative Committee			David Baker
Sound Transit Board of Directors	1 Voting Position	Meets 3 times a month	David Baker
Eastside Pride PNW	1 Position	Meets 2 times a month	Corina Pfeil
NSD Capital Bond Planning Committee	1 Position	Meets 2 times a month	Corina Pfeil
King County YMPEP Steering Committee	1 Position	Meets 2 times every 6 months	Corina Pfeil
Affordable Housing			Nigel Herbig
Growth Management Planning Council (GMPC)			Debra Srebnik
Local Hazardous Waste Management Program (LHWMP) Management Coordination Committee (MCC)			Corina Pfeil, Vice Chair

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
Regional Transit Committee (RTC)			Nigel Herbig

NUHSA
North Urban Human Services Alliance

Supporting health & human services in North King County

Board Members

Heidi Shepherd
President
Community Advocate

Brook Buettner
Vice President
Regional Crisis Response Agency (RCR)

Tamara Piwen
Secretary
Center for Human Services

Denise Bugallo
Treasurer
King County Library System

Jenne Alderks
Community Advocate

Sarah Arndt
Community Advocate

Rob Beem
Community Advocate

Emily Carey
Hopelink
Kirkland/Northshore

Joe Cunningham
Developmental Disabilities Advocate

Emily Goodright
Hopelink Shoreline

Phillippa Kassover
Lake Forest Park City Council

Sally Kinney
Lake City Partners Ending Homelessness Taskforce

Corinne McKisson
Compass Housing Alliance

Ed Sterner
Sterner Law Offices

Connie Weber
Kindering

October 13, 2023

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

Dear Mayor Herbig, Deputy Mayor O'Cain and City Councilmembers Baker, Kugler, Marshall, Pfeil and Srebnik,

As a regional alliance, NUHSA advocates for a strong and accessible health and human services system. In partnership with our area providers, faith communities and cities, we help build the community's capacity to effectively respond to community needs, and we are proud of the work we've done to facilitate a coordinated and collaborative approach that enhances limited resources and more effectively serves residents in our north-end communities.

Kenmore's participation and membership in the Alliance has been essential in shaping local solutions to our increasing human services challenges and we are grateful for your support!

NUHSA would like to offer a position on our Board of Directors to the City of Kenmore, as it is a significant regional leader and current member of NUHSA. As cities become necessarily more engaged in providing human services and connecting residents to health and support services, it is imperative to include your city's perspective in identifying emerging needs and trends and in developing strategic goals that further our shared work of building healthy, strong communities. An official liaison, similar to appointments to other regional boards and commissions, would strengthen our partnership and elevate the impact of creating an accessible and responsive health and human services system in North King County.

NUHSA's strategic agenda for 2023 has prioritized collaboration, education and advocacy to achieve goals addressing investments in behavioral health, human services, affordable housing, shelter, and homelessness support. As you know, too many in our community are struggling and lack sufficient resources and assistance. Together, we can create communities where everyone has the opportunity to succeed.

Thank you for your consideration, and please feel free to reach out with any questions. We look forward to hearing from you!

Sincerely,

Silje Sodal
Executive Director

Heidi Shepherd
Board President

cc: Rob Karlinsey, City Manager
Stephanie Lucash, Deputy City Manager
Tambi Cork, Housing & Human Services Manager

Mailing Address: P.O. Box 60215 Shoreline WA 98160