City of Kenmore

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

City Council Special & Regular Meeting

ON-SITE

MONDAY, MARCH 18, 2024 - 6:00 PM

In addition, we try to provide access to the meeting virtually:
ZOOM LINK: https://kenmorewa-gov.zoom.us/j/85396236105
ZOOM PASSWORD: PRR
Or One tap Mobile: US: +12532158782,,85396236105#
Or Telephone Dial US: +1 253 205 0468
Webinar ID: 853 9623 6105
ZOOM PASSWORD: PRR
SIGN UP FOR VIRTUAL PUBLIC COMMENT HERE: www.kenmorewa.gov/virtualpubliccomment
If you have technical difficulties accessing the meeting virtually, please contact the Deputy City Clerk at mkang@kenmorewa.gov.
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. EXECUTIVE SESSION

EXECUTIVE SESSION HELD

A. Confidential Session of the Council - 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 approximately one hour, until 7:00 PM. No final action is expected.

III. ADJOURN SPECIAL MEETING

IV. CALL REGULAR MEETING TO ORDER - 7:00 PM

V. ROLL CALL

VI. LAND ACKNOWLEDGEMENT

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

ITEM J ON CONSENT ADDED

IX. WHERE'S THE FUN?

X. PUBLIC COMMENTS

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.

XI. CONSENT AGENDA

AMENDED CONSENT (ITEM J ADDED) APPROVED BY UNANIMOUS CONSENT

A. Approve the City Council Joint Special Meeting with Northshore School District Board Minutes from February 5, 2024.
City Council Joint Special Meeting with NSD Board Minutes from February 5, 2024

B. Approve the City Council Special and Regular Meeting Minutes from February 26, 2024.
City Council Special and Regular Meeting Minutes from February 26, 2024 (uploaded 3/15)

C. Approve the City Council Special Meeting Minutes from March 4, 2024.
City Council Special Meeting Minutes from March 4, 2024

D. Approve Total Check #s 53878 through 53971 totaling $515,974.72 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 2/23/2024 in the amount totaling $239,567.68, ACH Payment #s 1545 through 1561 totaling $29,896.91, and Payroll Check #10253 in the amount of $1,249.82.
Voucher Certification and Approval 2/17/2024 - 3/1/2024

E. Adopt Ordinance No. 24-0603, updating the Non-Exclusive Franchise Agreement with Comcast Cable Communications Management, LLC.
Agenda Bill - Comcast Franchise
Attachment A - Proposed Ordinance No. 24-0603

F. Adopt Resolution No. 24-412, adopting the City of Kenmore 2022-2026 Comprehensive Emergency Management Plan (CEMP).
Agenda Bill - Comprehensive Emergency Management Plan (CEMP)
Attachment 1 - Resolution No. 24-412 Adoption of Comprehensive Emergency Management Plan (CEMP)
Attachment 2- City of Kenmore CEMP 2022-2026
Attachment 3 - CEMP Promulgation Letter
Attachment 4 - City of Kenmore CEMP Completed Review

G. Approve a contract contingency increase of $177,181 for an overall contract amount of $2,089,888, and authorize the City Manager to execute change orders to Contract No. 23-C2893 with RRJ Company, LLC for the 2023 Pavement Overlay and Sidewalk Repair Project.
Agenda Bill - Contract No. 23-C2893, Contract Contingency Increase and Change Orders

H. Authorize the City Manager to execute Contract No. 24-C3019 with EarthCorps for Swamp Creek restoration work.
Agenda Bill - Contract No. 24-C3019
Attachment 1 - Contract No. 24-C3019 Swamp Creek Watershed Restoration Agreement

I. Authorize the City Manager to use $1,125.60 in City funds for the payment of permit fees related to the Camp United We Stand temporary homelessness encampment permit application.
Agenda Bill - Camp United We Stand Permit Fees
Attachment 1 - Fee Waiver Request Letter
Attachment 2 - Permit TMP23-0869 Receipt

J. Approve the City's participation in the Johnson & Johnson opioid settlement with the State of Washington and authorize City Manager or designee to execute the necessary Settlement Participation form and take all steps necessary for the City to participate in the settlement.
(Added during the Agenda Approval above)

XII. PRESENTATIONS

A. Recognizing Outgoing Staff - Brian Randall, Accountant
RECOGNIZED

B. Public Records Requests Update, presented by Public Records Officer Teresa McAllister and Deputy City Clerk Michelle Kang
PRESENTED
Presentation

XIII. PUBLIC HEARING

VIRTUAL PUBLIC COMMENT PRE-REGISTRATION: 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.

A. Temporary Use Permit No. TMP24-0081, to allow interim temporary public works shop/yard, a construction and trade use, to continue through 2024, presented by Public Works Operations Director Jennifer Gordon and Development Director Samantha Loyuk, *for public hearing*
PUBLIC HEARING HELD. NO PUBLIC TESTIMONY.
Agenda Bill - Temporary Use Permit
Exhibit A - Renewal Narrative
Exhibit B - Renewal Application
Exhibit C - Site Plan
Exhibit D - Site Photos

XIV. BUSINESS AGENDA

A. Temporary Use Permit No. TMP24-0081, to allow interim temporary public works shop/yard, a construction and trade use, to continue through 2024, presented by Public Works Operations Director Jennifer Gordon and Development Director Samantha Loyuk, *for approval*
APPROVED
Agenda Bill - Temporary Use Permit
Exhibit A - Renewal Narrative
Exhibit B - Renewal Application
Exhibit C - Site Plan
Exhibit D - Site Photos

B. Planning Commission's Recommendations for Comprehensive Plan Amendments - Economic Development Element, presented by Community Development Director Debbie Bent, Principal Planner Todd Hall, and Planning Commissioners, *for discussion*
DISCUSSED
Agenda Bill - Economic Development Element
Exhibit A - Draft Economic Development Element
Exhibit B - Summary of Proposed Amendments
Exhibit C - SEPA Determination
Presentation

XV. STAFF REPORTS

XVI. COUNCILMEMBER REPORTS & COMMENTS

XVII. EXECUTIVE SESSION

EXECUTIVE SESSION HELD

A. Confidential Session of the Council - 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 approximately 20 minutes. No final action is expected.

XVIII. ADJOURNMENT

UPCOMING MEETINGS

Monday, March 25, 2024 7:00 PM - City Council Regular Meeting
Monday, April 8, 2024 7:00 PM - City Council Regular Meeting
Monday, April 15, 2024 7:00 PM - City Council Regular Meeting
Monday, April 22, 2024 7:00 PM - City Council Regular Meeting

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.

City of Kenmore
City Council Meeting
Joint Special Meeting Minutes
With Northshore School District Board
Monday, February 5, 2024

This meeting was hosted by the Northshore School District Board. These minutes are created to capture Council action. This is not a verbatim transcript.

Meeting video and audio for this meeting can be found on the Northshore School District Board Meeting YouTube: https://www.youtube.com/@northshoreschooldistrict2419/streams.

LOCATION: Offsite at Northshore Administrative Building in the Boardroom
3330 Monte Villa Parkway, Bothell, Washington 98021

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O'Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
Engineering Director John Vicente
Community Development Director Debbie Bent

Northshore School District:
Elisabeth Sotak, NSD Board Member
Sandy Hayes, NSD Board Member
Jacqueline McGourty, NSD Board Member
Amy Cast, NSD Board President
Michael Tolley, Superintendent

CALL TO ORDER

The meeting was called to order at approximately 7:02 PM.

DRAFT

STUDY SESSION

The Northshore School District Board and the Kenmore City Council discussed the following topics during the study session:

- Aquatic Center & Recreational Opportunities
- Update on School District Capital Projects & Capital Bonds
- Kenmore Boathouse
- 2024-2025 School District Budget Development
- Upcoming City Sidewalk Projects
- Homelessness Data
- State of Our Schools Event on February 7th
- Good of the Order

ADJOURNMENT

The meeting was adjourned at approximately 8:27 PM.

_____

Nigel Herbig, Mayor

_____

Anastasiya Warhol, City Clerk

DRAFT

City of Kenmore
City Council Meeting
Special & Regular Meeting Minutes
Monday, February 26, 2024

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O'Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan – Virtual
City Clerk Anastasiya Warhol – Virtual
Deputy City Clerk Michelle Kang
Co-Clerk Brian Randall
Community Development Director Debbie Bent
Environmental Services Director Richard Sawyer
Environmental Services Technician Charlie Parks
Development Services Director Samantha Loyuk
Building Official Bryan Hampson
Traffic Engineer Tobin Bennett-Gold
Senior Civil Engineer Thomas Joachimides
Engineering Director John Vicente

Speaking Guests: Rob Zisette, Herrera Environmental Principal Aquatic Scientist
Eliza Spear, Herrera Environmental Ecologist
Suzanne Greathouse, Proclamation Recipient
Tracy Banaszynski, Where's the Fun

Public Comments Speaking Guests:
Mariana Lassalle, Kenmore Resident
MalaRee Jarvis, Kenmore Resident

DRAFT

Jeffrey Pooley, Kenmore Resident
Jennifer Anderson, Kenmore Resident
Tracy Banaszynski, Kenmore Resident
Mark Prince, Kenmore Resident
John Hendrickson, Kenmore Resident
Danielle Olson, Kenmore Resident
James Olson, Kenmore Resident

Public Hearing Speaking Guests:
Tracy Banaszynski, Kenmore Resident

CALL SPECIAL MEETING TO ORDER
Mayor Herbig called the special meeting to order at 5:30 PM.

EXECUTIVE SESSION
Pursuant to RCW 42.30.110(1)(i), the City Council entered an executive session to discuss pending and potential litigation. This executive session was slated to last 30 minutes, to end at approximately 6:00 PM. No final action was taken following the executive session.

STUDY SESSION AGENDA
Integrated Aquatic Vegetation Management Plan (IAVMP), presented by Environmental Services Director Richard Sawyer and Guests from Herrera Environmental Group, *for Information and Discussion*
Agenda Bill - IAVMP Feb 26, 2024
Presentation - 2024 Aquatic Vegetation Management Workplan

The Council joined Staff and Consultants for a study session roundtable setting.

The City of Kenmore has outlined its 2024 Aquatic Vegetation Management Workplan as part of its ongoing commitment to environmental services and climate action. This workplan has been developed in collaboration with Herrera Environmental and NW Aquatic Management, focusing on sustainable and effective vegetation control strategies. The Integrated Aquatic Vegetation Management Plan, adopted in 2017 and updated in 2020, prioritizes the control of nuisance native vegetation, focusing on herbicide alternatives. Regular bacteria monitoring at Swamp Creek and seasonal monitoring at swimming beaches have been ongoing to ensure public health and environmental quality. Previous efforts included Diver Assisted Suction Harvesting (DASH) and shoreline raking at Log Boom Park, Rhododendron Park, and ƛaǩ ʷadis Park. These initiatives are aimed at managing and controlling aquatic vegetation while maintaining the natural ecosystem balance.

Environmental Services Director Richard Sawyer discussed the following 2024 Workplan Highlights:

- Continued aquatic vegetation management at Log Boom Park, Rhododendron Park, ƛ̓aǰ ʷadis Park, and Arrowhead Point, with activities such as spring and fall surveys, shoreline raking, DASH, mechanical harvesting, and herbicide application where necessary.
- Special focus on algae control and bacteria monitoring to maintain water quality and public health.
- King County will address shoreline weeds, specifically targeting purple and garden loosestrife, continuing efforts from upstream work.

The plan involves contributions from Rob Zisette, Principal Aquatic Scientist at Herrera Environmental; Eliza Spear, Ecologist; Kyle Steelhammer, President/Owner of NW Aquatic Management. Key City Staff members are Environmental Services Director Richard Sawyer and Environmental Services Technician Charlie Parks. Mr. Sawyer let the Council know that once the evaluations are complete, the Team will return to the Council to make recommendations for the varying mitigation/treatments in each park.

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 7:04 PM.

CALL REGULAR MEETING TO ORDER

Mayor Herbig called the regular meeting to order at 7:04 PM.

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL

The agenda was approved as presented.

PROCLAMATION

Mayor Herbig, on behalf of the Kenmore City Council, proclaimed March 2024 as Women's History Month. Suzanne Greathouse accepted the proclamation and made remarks.

Women's History Month

WHERE'S THE FUN?

Tracy Banaszynski shared this past Saturday's volunteering at Wallace Swamp Creek where 35 volunteers came out to work on managing invasive blackberries, planting trees, and other volunteer labor.

PUBLIC COMMENTS

The City Council took comments from the public.
Timestamped link here: https://www.youtube.com/live/NFK03hFfYCg?si=-5BWL32vePUwllb2&t=6252 .

CONSENT AGENDA

A. Approve Minutes for the Regular Council Meeting of February 12, 2024.
City Council Regular Meeting Minutes from February 12, 2024 (Uploaded 2/20/2024)

B. Approve Total Check #s 53708 through 53787 totaling $511,677.71, Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 1/20/2024 in the amount totaling $246,0847.98, ACH Payment #s 1524 through 1540 for $30,644.65, and an Electronic Transfer for $33,879.97.
Voucher Certification and Approval 1/20/2024 - 2/2/2024

C. Approve Total Check #s 53788 through 53877 totaling $474,023.83 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 2/9/2024 in the amount totaling $244,056.86, ACH Payment #s 1541 through 1544 in the amount of $23,435.88. *(Added 2/21/2024)*
Voucher Certification and Approval 2/3/2024 - 2/16/2024

D. Adopt Ordinance No. 23-0585, Updating Kenmore Municipal Code Title 13, Relating to Provisions for Water and Sanitary Sewer Requirements.
Agenda Bill - Title 13 Adoption
Ordinance 23-0585 - Title 13 KMC
Exhibit 1 - KMC Title 13 Final

E. Authorize the City Manager to Execute Agreement 24-C3016 with Herrera Environmental Consulting for an amount not to exceed $62,000 to Provide Aquatic Vegetation Management Consulting Services.
Agenda Bill - Herrera Environmental Consulting 24-C3016

F. Authorize the City Attorney's Office to initiate litigation to enforce the Notice of Violations relating to property located at 6420 NE 198th Street, Kenmore WA 98028, including, but not limited to, abatement, and to take all actions necessary to enforce and abate said violations.

G. Approve Amendment No. 1 to the City of Kenmore Contract No. 22-C2864 with Lake City Partners Ending Homelessness for outreach and referral services to be provided from March 1, 2024 until December 31, 2024, and authorize the City Manager to execute the same. *(Added 2/20/2024)*
Agenda Bill - Amendment No. 1 to Contract No. 22-C2864 (updated 2/26/2024)
Attachment 1 - Contract No. 22-C2864
Attachment 2 - Amendment No. 1
Attachment 3 - Informational Slide Deck

H. Authorize the City Manager to execute an interlocal participation agreement with the National Purchasing Cooperative. *(Added 2/23/2024)*
Agenda Bill - National Purchasing Cooperative
Attachment 1 - National Purchasing Cooperative Interlocal Participation Agreement

MOTION: Councilmember Joe Marshall recused himself. Councilmember Culver moved to approve the consent agenda outlined above. Councilmember Srebnik seconded the motion.
VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

PUBLIC HEARING

Proposed Ordinance No. 24-0606, Amending and Extending Interim Regulations for an additional six-months for Certain Parcels close to Swamp Creek in proximity to SR 522 and 80th Ave NE, presented by Community Development Director Debbie Bent, *for Public Hearing*
Agenda Bill - Extending Interim Regulations Feb 26, 2024
Attachment 1- Ordinance No. 24-0606 amending and extending TOD interim regulations
Attachment 2 - Ordinance No. 23-0586
Attachment 3 - Ordinance No. 23-0575
Attachment 4 - Ordinance No. 23-0569
Attachment 5 - Ordinance No. 22-0555
Attachment 6 - Ordinance No. 22-0543

Community Development Director Debbie Bent reminded the Council that in 2022, Transit-Oriented Development regulations were adopted by the Council along the SR 522 corridor. The Council chose to exempt 13 parcels which were close to Swamp Creek, and to conduct a stream study of Swamp Creek to ascertain buffers and setbacks. The study is underway, and the City expects results later this year. The purpose of this evening is to hear public testimony, and to recommend the extension of the interim regulations. This extension is necessary to give time to complete the stream analysis and assess the results.

Mayor Herbig opened the Public Hearing at approximately 7:41 P.M.
The City Council received testimony from the public.
Timestamped link here:
https://www.youtube.com/live/NFK03hFfYCg?si=s8XYvQ4uwLy96bnw&t=7866
Mayor Herbig closed the Public Hearing at approximately 7:44 PM.

BUSINESS AGENDA

A. Proposed Ordinance No. 24-0606, Amending and Extending Interim Regulations for an additional six-months for certain parcels close to Swamp Creek in Proximity to SR 522 and 80th Ave NE, presented by Community Development Director Debbie Bent, *for Adoption*
Agenda Bill - Extending Interim Regulations Feb 26, 2024
Attachment 1 - Ordinance No. 24-0606 amending and extending TOD interim regulations
Attachment 2 - Ordinance No. 23-0586
Attachment 3 - Ordinance No. 23-0575
Attachment 4 - Ordinance No. 23-0569
Attachment 5 - Ordinance No. 22-0555
Attachment 6 - Ordinance No. 22-0543

The Council had no additional comments or questions for Staff.

MOTION: Councilmember Loutsis moved to Motion to adopt Ordinance No. 24-0606 to amend and extend interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE. Deputy Mayor O'Cain seconded the motion.
VOTE: 7 Yes – Culver, O'Cain, Herbig, Srebnik, Sasson, Loutsis, Marshall. 0 No; 0 Abstain.
MOTION PASSES

B. Proposed Ordinance No. 24-0602 - 2021 Building Code, presented by Building Official Bryan Hampson, *for Adoption*
Agenda Bill - Ordinance No 24-0602 2021 Building Code Adoption
Attachment 1 - Ordinance No. 24-0602 2021 Building Code Adoption
Exhibit A KMC 15.05 General Provisions
Exhibit B KMC 15.10 Fire Codes
Exhibit C KMC 15.20 Building Codes
Exhibit D KMC 15.30 Construction Admin Codes Amending 15.30.245

Building Official Bryan Hampson presented to the Council proposed Ordinance No. 24-0602. The 2021 Building Codes have been presented to the Council two times prior and proposed Ordinance No. 24-0602 includes changes directed by the Council at previous meetings. Bryan Hampson discussed all proposed amendments as presented in the Agenda Bill.

Councilmembers provided questions and comments:

- The burn ban in the fire codes is targeted toward land clearing, yard waste or garbage disposal, but does not apply to internal burns such as for heating or a backyard campfire? Mr. Hampson answered yes.
- Does housing deconstruction apply to residential? Mr. Hampson answered yes.

MOTION: Councilmember Srebnik moved to adopt Proposed Ordinance No. 24-0602, the 2021 editions of the Washington State Building Codes. Councilmember Loutsis seconded the motion.
VOTE: 7 Yes; Culver, Loutsis, O'Cain, Herbig, Marshall, Srebnik, Sasson. 0 No; 0 Abstain.
MOTION PASSES

C. NE 170th/Juanita Drive Intersection Bike Accessibility, presented by Traffic Engineer Tobin Bennett-Gold and Senior Civil Engineer Thomas Joachimides, *for Discussion and Direction*
Agenda Bill - 170th St & Juanita Dr. Bike Accessibility Improvements (Updated 2/22/2024)
Attachment A - 170th St. & Juanita Dr. Diagram (Added 2/22/2024)
Attachment B - Community Cyclist Outreach Comments and Response (Added 2/22/2024)
Presentation - Bicycle Accessibility Improvements (Added 2/26/2024)

City Traffic Engineer Tobin Bennett-Gold, PE, and Senior Civil Engineer Thomas Joachimides, PE, presented proposed improvements for bicycle accessibility at the intersection of 170th St & Juanita Dr. Prior to this presentation, Staff engaged with the community stakeholders—residential bicyclists—about the proposed changes to the intersection The presentation focused on a series of design modifications aimed at enhancing safety, efficiency, and the overall experience for cyclists, pedestrians, and drivers. Key proposed changes include the addition of flexible delineators on bike lane approaches, installation of bike signals at all crossings, and the introduction of camera detection for southbound and westbound bicycles. Additionally, the design proposes a two-stage left-turn for westbound bicycles and simultaneous bike/pedestrian phases to improve safety and reduce conflicts. The intersection will also see the implementation of a two-stage northbound crossing with consecutive signal phases and the replacement of the westbound flashing-yellow-arrow to improve traffic flow. All bike and pedestrian movements are planned to have either fully protected phases or leading intervals, and the signal cycle time is set to reduce from 180 seconds to 140 seconds to enhance efficiency.

Mr. Bennett-Gold explained that the improvements are designed with the users' experience in mind: drivers will see nearly no change in their experience; cyclists will find the intersection to be significantly safer and more navigable, despite the northbound 2-

stage still being odd; and pedestrians' experiences will remain largely unchanged, although there may be some asymmetrical delay. Safety enhancements include the de-confliction of many movements at the intersection, which should reduce the potential for accidents. Although there will be a slight increase in wait times during peak hours, the average and maximum delays are expected to decrease, resulting in a mixed but generally positive effect on traffic movement.

Senior Civil Engineer Thomas Joachimides explained that the City will include this proposed work into the broader "68th Avenue Channelization Project" in order to create a more competitive bid process. The goal is to find a bidder in March of this year and to complete the project by the end of Summer 2024.

D. Federal Legislative Agenda for 2024, presented by City Manager Rob Karlinsey, *for Discussion and Approval*
Agenda Bill - Federal Legislative Agenda 2024
Attachment 1 - 2024 Kenmore Federal Legislative Agenda

City Manager Rob Karlinsey shared the proposed Federal Legislative Agenda and requested approval.

MOTION: Deputy Mayor O'Cain moved to approve the Federal Legislative Agenda for 2024. Councilmember Loutsis seconded the motion.
VOTE: 7 Yes – Culver, Srebnik, Marshall, O'Cain, Sasson, Loutsis, Herbig. No; 0 Abstain.
MOTION PASSES

STAFF REPORTS

City Manager Rob Karlinsey reported that Deputy Mayor O'Cain and Deputy City Manager Stephanie Lucash will be in Washington D.C. next week to meet with the City's federal lobbyists and delegation to discuss the federal legislative agenda, just approved.

City Manager Rob Karlinsey highlighted the start of the Love Where You Live Community Workshops. The first one being at Kenmore Middle School on Tuesday, February 27th. All four community workshops will be offsite (not at City Hall) throughout Kenmore.

Engineering Director John Vicente updated the Council on 73rd Ave. Once the weather improves, the following will be added: full bike lanes, vertical delineators at the corner of 73rd and 185th, buffer median curbing at 71st near the elementary school entrance, 190th, and 182nd. The City will reevaluate the vertical buffers at the end of the year and adjust as necessary. This work requires warm weather and dry pavement.

Engineering Director John Vicente also mentioned that he plans to come back to the City Council with possible recommendations to connect bike lanes on 175th to the bike lanes

that end on 185th. Based on the Council direction, the proposal would get wrapped into the official plan, and portions might also be added to the Transportation Improvement Plan (TIP) to help secure grant funding.

COUNCILMEMBER REPORTS & COMMENTS

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 9:06 PM.

_____

Nigel Herbig, Mayor

_____

Anastasiya Warhol, City Clerk

DRAFT

City of Kenmore
City Council Meeting
Special Meeting Minutes
Monday, March 4, 2024

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O'Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
Deputy City Clerk Michelle Kang

Speaking Guests: Kevin Lowery, Northshore Emergency Management Coalition (NEMCo) Manager

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 7:00 PM.

TRAINING

Northshore Emergency Management Coalition (NEMCo) Manager Kevin Lowery presented training on the emergency operations center (EOC) – operations for elected officials.

Presentation - EOC Operations for Elected Officials

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 8:08 PM.

_____
Nigel Herbig, Mayor

_____
Michelle Kang, Deputy City Clerk

DRAFT

Voucher Certification and Approval

City of Kenmore

DATE RANGE: 2/17/2024 through 3/1/2024

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 #1545-1561:	**29,896.91**
Total Checks #53878 through 53971:	**515,974.72**
Total Payroll Electronic Deposits: Payroll/Taxes/FSA/HSA/Retirement, Dated 2/23/2024	**239,567.68**
Total Paychecks #10253	**1,249.82**

Rob Karlinsey — Mar 6, 2024
Rob Karlinsey (Mar 6, 2024 11:31 PST)
City Manager / Date

Melinda Merrell — Mar 6, 2024
Melinda Merrell (Mar 6, 2024 11:15 PST)
Finance & Administration Director / Date

Vendor Name	Payment Number	Payment Date	Description	Amount
U.S. BANK PURCHASE CARDS	1545	03/01/2024	Feb Storage, PW Off. Fridge,Park sign posts, inkCR	2,977.87
U.S. BANK PURCHASE CARDS	1546-47	03/01/2024	Parks Materials, Computer & CH Supplies, Training	2,495.45
U.S. BANK PURCHASE CARDS	1548	03/01/2024	Training 4 employees, Miro Subscription	1,457.02
U.S. BANK PURCHASE CARDS	1549	03/01/2024	WCMA Dues & NRMC Conference Registration	1,395.00
U.S. BANK PURCHASE CARDS	1550	03/01/2024	Job Postings, Supplies, ST Subc	835.95
U.S. BANK PURCHASE CARDS	1551	03/01/2024	2023 Tax Forms & MBP.com Merchant Fees	46.23
U.S. BANK PURCHASE CARDS	1552	03/01/2024	Trip Gen. Manual, Interaction Mat., C.S. Assess.	1,123.33
U.S. BANK PURCHASE CARDS	1553	03/01/2024	DJC Annual Subc & LWYL Supplies	220.19
U.S. BANK PURCHASE CARDS	1554	03/01/2024	Volgistics subc.	45.00
U.S. BANK PURCHASE CARDS	1555	03/01/2024	Supplies	4,234.12
U.S. BANK PURCHASE CARDS	1556	03/01/2024	FBI LEEDA, trail camera, memorycard	969.27
U.S. BANK PURCHASE CARDS	1557	03/01/2024	Tax Forms, Training, CH Phone Service, FSP	3,884.06
U.S. BANK PURCHASE CARDS	1558-59	03/01/2024	Materials, Supplies, Training, Fleet Maint.	8,574.48
U.S. BANK PURCHASE CARDS	1560	03/01/2024	Training, APA Dues, T Hall hotel	1,415.29
U.S. BANK PURCHASE CARDS	1561	03/01/2024	Zoom, supplies, travel meals & parking	223.65
US POSTAL SERVICE	53878	02/21/2024	2024 Winter Newsletter postage	2,717.73
AFLAC	53879	02/23/2024	Employee Medical/Disability Plans	209.04

XI. D. Approve
Total Check #s 53878 through 53971 totaling $515,974.72 a...

Vendor Name	Payment Number	Payment Date	Description	Amount
AWC EMPLOYEE BENEFIT TRUST	53880	02/23/2024	Employee Health Insurance	103,153.78
AWC EMPLOYEE BENEFIT TRUST	53881	02/23/2024	VOID	-
CITY OF KENMORE	53882	02/23/2024	Wages Overpayment Reimbursement	2,553.80
DEPARTMENT OF LABOR AND INDUSTRIES	53883	02/23/2024	City of Kenmore	6,562.26
DEPARTMENT OF LABOR AND INDUSTRIES	53884	02/23/2024	VOID	-
DEPARTMENT OF LABOR AND INDUSTRIES	53885	02/23/2024	VOID	-
ESD - LTC	53886	02/23/2024	Long Term Care Fund	1,983.99
ESD - PFML	53887	02/23/2024	Paid Family & Medical Leave	3,641.26
ESD - PFML	53888	02/23/2024	VOID	-
LINCOLN NATIONAL LIFE INSURANCE	53889	02/23/2024	Life Ins/ADD & LTD	2,433.93
MISSION SQUARE / 109964	53890	02/23/2024	City of Kenmore 401a & 401a Loan	28,274.88
MISSION SQUARE 457 / 304745	53891	02/23/2024	Mission Square 457 Deferred Comp	6,806.65
NATIONAL LIFE INSURANCE CO.	53892	02/23/2024	Life Insurance	123.17
AMBER CLIFTON	53893	03/01/2024	Per Diem for LA Podcast Conference 3/26-29	407.00
APPLIED PROFESSIONAL SERVICES INC	53894	03/01/2024	Utility Potholing - Cozy Inn	1,540.00
AURORA RENTS	53895	03/01/2024	Rental Equip. SW WO#12482 Dewatering/Bypass	255.05
BCN TELECOM, INC.	53896	03/01/2024	2/15-3/14/2024 City Hall Phones	866.00
CALPORTLAND COMPANY	53897	03/01/2024	Materials for SW Repairs: 72nd, 58th & 169th	296.37
CANON FINANCIAL SERVICES, INC.	53898	03/01/2024	Feb 2023 Upstairs Copier Lease	266.08
CAPITAL ONE TRADE CREDIT/MCLENDON	53899	03/01/2024	PW Supplies & Equipment	314.82
CEDAR GROVE COMPOSTING, INC.	53900	03/01/2024	Compost for SR23212@ 6810 NE 153rd	64.74
CHICAGO TITLE	53901	03/01/2024	NOA Mailing Labels PRJ24-0006	3.50
CODE PUBLISHING COMPANY	53902	03/01/2024	Municipal Code Additions & Maintenance	1,221.11
COMCAST	53903	03/01/2024	Feb 2024 City Hall & Hangar Internet	2,109.20
COMCAST BUSINESS	53904	03/01/2024	2/10-3/9/24 Tl'awh-ah-dees Park Internet	71.95
COMCAST BUSINESS	53905	03/01/2024	2/14-3/13/24 City Hall Internet & Cable	157.66
CONFLUENCE ENVIRONMENTAL COMPANY	53906	03/01/2024	Jan 2024 Development Review	2,866.25
DTG RECYCLE	53907	03/01/2024	Debris from SR23187 Park Garbage & General Yard	122.73
FERGUSON WATERWORKS #3156	53908	03/01/2024	Materials for SW WO#12398 Storm Grate Replace	1,025.74
GARY ULRICH	53909	03/01/2024	80% tree removal permit fee refund TRE24-0055	40.00
H.D. FOWLER COMPANY	53910	03/01/2024	Materials for SW WO#12406 Repair Crushed Pipe	216.28
KENMORE HERITAGE SOCIETY	53911	03/01/2024	2024 KHS Partnership	5,000.00
KING COUNTY TREASURY	53912	03/01/2024	Por Blk A Moorland Hts 15221 84th NE	3,358.12
KING COUNTY TREASURY	53913	03/01/2024	Lot G Kenmore Vill. 6728 NE 181st	2,240.69
KING COUNTY TREASURY	53914	03/01/2024	Ald Manor #14 Lot 2 Blk 8 6506 202nd	1,140.50

Vendor Name	Payment Number	Payment Date	Description	Amount
KING COUNTY TREASURY	53915	03/01/2024	Lot 42-43 Moorlands 6910 NE 170th	11,635.43
KING COUNTY TREASURY	53916	03/01/2024	Ald Manor #14 Lot 11 Blk 4 N 60' S 515.9'	1,485.16
KING COUNTY TREASURY	53917	03/01/2024	Lot 10-11 Squires 6532 NE Bothell Way	1,502.28
KING COUNTY TREASURY	53918	03/01/2024	Ald Manor #14 Lot 2 Blk 8 6520 202nd	1,095.34
KING COUNTY TREASURY	53919	03/01/2024	Property Tax for 96 City Owned Tax Parcels	19,144.55
KING COUNTY TREASURY	53920	03/01/2024	VOID	-
KING COUNTY TREASURY	53921	03/01/2024	VOID	-
KING COUNTY TREASURY	53922	03/01/2024	VOID	-
KING COUNTY TREASURY	53923	03/01/2024	VOID	-
KING COUNTY TREASURY	53924	03/01/2024	VOID	-
KING COUNTY TREASURY	53925	03/01/2024	VOID	-
KING COUNTY TREASURY	53926	03/01/2024	17415 61st Lot 11-26-04 Blk 9148	8,748.78
KING COUNTY TREASURY	53927	03/01/2024	Tract C Prestige Hts 6200 NE 193rd	3,554.74
KING COUNTY TREASURY	53928	03/01/2024	Ald Manor #14 Lot 2 Blk 9 18727 73rd	6,643.23
KING COUNTY TREASURY	53929	03/01/2024	Lot 10-11 Squires W C Plat	1,178.53
KING COUNTY TREASURY	53930	03/01/2024	Lot F Kenmore Vill. Parcel B BSP	1,070.42
KING COUNTY TREASURY	53931	03/01/2024	Adl Manor #14 Lot 13-14 Blk 11 7010 181st	2,311.27
KING COUNTY TREASURY	53932	03/01/2024	Lot 8-9 Blk 12 Northlake Terr 6700 NE 181st	5,826.19
KING COUNTY TREASURY	53933	03/01/2024	Lot 3-4-5 Squires 6215 NE Bothell Way	2,528.34
KPFF CONSULTING ENGINEERS	53934	03/01/2024	Thru 1/26/2024 On-Call Consulting	24,382.61
LINDA VORTHMAN	53935	03/01/2024	VOID	-
MELANIE O'CAIN	53936	03/01/2024	Per Diem 3/6&7/2024 NLC CC Conference	158.00
NATIONAL BARRICADE CO., LLC	53937	03/01/2024	Arrowboard Sign Rental - Streets	992.26
NELSON ELECTRIC, INC.	53938	03/01/2024	Jan/Feb 2023 City Hall Electrical Repairs	2,408.22
NORTHSHORE UTILITY DIST	53939	03/01/2024	Jan 2024 Fleet Fuel & Maintenance	8,502.45
NORTHWEST TROPHY	53940	03/01/2024	6 Employee Name Tags & Council plaques for photo frames	388.10
OFFICE DEPOT	53941	03/01/2024	2023 1095 Forms & Envelopes	89.60
OFFICE DEPOT	53942	03/01/2024	Misc. Office Supplies	109.75
OLSON BROTHERS PRO VAC LLC	53943	03/01/2024	Vactor Truck Dec 8, 14, 15 2023	12,613.75
OLYMPIC NURSERY INC	53944	03/01/2024	ROW Trees - Volunteers planted	326.10
O'REILLY/FIRST CALL	53945	03/01/2024	Fleet Supplies - Quinn	10.65
OSBORN CONSULTING INC.	53946	03/01/2024	Dec 2023 NE 190th Culvert Ph 2 Consulting Svcs	39,914.66
PACE ENGINEERS, INC.	53947	03/01/2024	Jan 2024 On-Call Engineer Svcs 21-C2667	28,675.00
PACIFIC TOPSOILS	53948	03/01/2024	1/26-2/25 2024 Material Disposal & Purchase	960.95
PAWS	53949	03/01/2024	Jan 2024 Animal Sheltering Services	458.00

Vendor Name	Payment Number	Payment Date	Description	Amount
POLCO	53950	03/01/2024	Balancing Act Budget Software Bundle	9,000.00
PUGET SOUND CLEAN AIR AGENCY	53951	03/01/2024	2023 Clean Air Assessment Fee	21,065.00
PUGET SOUND ENERGY	53952	03/01/2024	1/12-2/12 2024 Natural Gas & Electric CH, Hangar, Parks	20,037.64
PUGET SOUND ENERGY	53953	03/01/2024	VOID	-
SEATTLE TIMES	53954	03/01/2024	Jan 2024 Legal Notices	651.50
SISKUN POWER EQUIPMENT	53955	03/01/2024	Equipment - Chain Saw Replacement	676.98
SKYCORP, LTD	53956	03/01/2024	Cozy Inn Demolition	43,074.87
SMS CLEANING, INC.	53957	03/01/2024	Feb 2024 Janitorial City Hall, Hangar, & PW Office	6,495.00
STAPLES	53958	03/01/2024	Disposable Masks for City Hall Stock	210.71
STATE AUDITOR'S OFFICE	53959	03/01/2024	2021-2022 State Financial Audit Services	14,434.95
STEWART MACNICHOLS HARMELL, INC.	53960	03/01/2024	Jan 2024 Public Defender Services	5,000.00
STOWE DEVELOPMENT & STRATEGIES LLC	53961	03/01/2024	Dec 2023 & Jan 2024 General Consulting	1,050.00
TOTAL LANDSCAPE CORP	53962	03/01/2024	Feb 2024 Landscape Maint City Hall & Parks	5,030.02
TRUE NORTH EQUIPMENT INC	53963	03/01/2024	Pole Camera Replacement Parts	168.96
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINN	53964	03/01/2024	2023 Adopt-A-Drain Program & Participant Fees	1,704.47
URBAN LAND INSTITUTE	53965	03/01/2024	Mar 2024 Advisory Panel Services, pmt 1 of 3	5,000.00
ULINE	53966	03/01/2024	Storage Unit Shelving & Ice Melt for City Hall	2,063.09
WA STATE DEPT OF TRANSPORTATION	53967	03/01/2024	Jan 2024 Traffic Signal Maint.	613.15
WESTLAKE HARDWARE WA-153	53968	03/01/2024	PW Ops Supplies & Equipment	732.84
WM CORPORATE SERVICES INC.	53969	03/01/2024	2/1/2024 Sweeper Dump Fees	1,818.78
ICICLE VILLAGE RESORT	53970	03/01/2024	Prepayment Council Retreat April 26&27 2024	8,138.12
TOASTMASTERS INTERNATIONAL	53971	03/01/2024	Refund Damage Deposit for 2/24/2024 room rental	250.00
DRS 457	DFT000185	02/23/2024	DRS 457 Deferred Comp	716.50
AVIDIA HEALTH	DFT000185	02/23/2024	Employee Health Savings Contribution	348.08
DEPARTMENT OF RETIREMENT SYSTEMS	DFT000185	02/23/2024	Public Employees Retirement	36,659.86
NAVIA	DFT000186	02/23/2024	Employee Flexible Spending Account	1,051.07
BANK OF AMERICA 941	DFT000186	02/23/2024	Federal Taxes	29,864.72
PAYROLL	EFT	02/23/2024	Direct Deposit	170,927.45
TORRES-CASTANEDA, A.	10253	2/23/2024	Paycheck	1,249.82
			TOTAL	**786,689.13**

Vendor Purchasing Report

For Date Range 01/01/2024 - 03/01/2024

City of Kenmore

Name	Amount
58 STARS TRAVEL	1,765.40
ACF WEST INC	988.15
AFLAC	418.08
AGORA REFRESHMENTS	320.29
ALPHAGRAPHICS	741.99
ALYSSA MONTGOMERY	150.00
AM TEST, INC	240.00
AMBER CLIFTON	407.00
AMERICALL	340.07
AMERICAN GENERAL LIFE GPO/400S	440.66
AMERICAN SOCIETY OF COMPOSERS	500.00
AMERICAN TRAFFIC SOLUTIONS INC	15,000.00
ANNA ARNOTT	136.00
ASPECT CONSULTING LLC	1,882.50
ASSOCIATION OF WA CITIES	22,510.15
AURORA RENTS	823.39
AVIDIA HEALTH	1,392.32
AWC EMPLOYEE BENEFIT TRUST	207,723.78
BANK OF AMERICA 941	119,092.65
BCN TELECOM, INC.	1,735.56
BIZDIVERSITY	250.00
BOTHELL KENMORE CHAMBER OF COMMERCE	1,500.00
BRIGHT SPARK EARLY LEARNING SERVICES	300.00
CALPORTLAND COMPANY	829.50
CANON FINANCIAL SERVICES, INC.	532.16
CAPITAL ONE TRADE CREDIT/MCLENDON	314.82
CASCADE PEST CONTROL	334.70
CASCADIA COLLEGE	30,000.00
CASCADIA LAW GROUP	1,406.25
CEDAR GROVE COMPOSTING, INC.	64.74
CENTER FOR HUMAN SERVICES	17,813.42
CHICAGO TITLE	3.50
CITY OF KENMORE	2,553.80
CITY OF KENT	575.00
CITY OF LAKE FOREST PARK	56,187.00
CODE PUBLISHING COMPANY	103.50
COMCAST	4,218.40
COMCAST BUSINESS	459.22
CONFLUENCE ENVIRONMENTAL COMPANY	5,213.75
DAILY JOURNAL OF COMMERCE	316.20
DEPARTMENT OF LABOR AND INDUSTRIES	11,627.00
DEPARTMENT OF RETIREMENT SYSTEMS	151,054.44
DRS 457	2,686.50
DTG RECYCLE	122.73
E SQUARED SYSTEMS, LLC	132.12
ELECTRONIC BUSINESS MACHINES	171.72
EMC RESEARCH, INC.	17,000.00
ESD - LTC	3,950.31
ESD - PFML	7,257.33
FAST WATER HEATER	187.10
FERGUSON WATERWORKS #3156	3,013.81
FIRESTONE INVESTMENT LLC	73,202.00

Name	Amount
FLEMINGS HOLIDAY LIGHTING LLC	2,247.17
FLYWAY RETAIL + LIVING	1,500.00
FOURTEN CREATIVE	3,700.00
FUELCARE	4,663.29
GARY ULRICH	40.00
GAYLYNN BRIEN	60.00
GCP WW HOLDCO, LLC	697.08
GOOD, MICHAEL J.	300.00
GORDON THOMAS HONEYWELL	4,515.00
H.D. FOWLER COMPANY	3,668.75
HDR ENGINEERING, INC	22,232.11
HEALTH MANAGEMENT ASSOCIATES INC	15,625.00
HOME DEPOT CREDIT SERVICES	1,121.93
HONEY BUCKET	335.50
HORIZON DISTRIBUTORS INC	747.50
HP'S SMOKEHOUSE BBQ	330.00
HRA VEBA TRUST	24,941.03
HYDROPOINT DATA SYSTEMS, INC.	3,922.93
ICICLE VILLAGE RESORT	8,138.12
INSIDESOURCE	2,470.64
INSLEE, BEST, DOEZIE & RYDER, P.S.	24,459.65
INTERNATIONAL INST OF MUNI CLERKS	250.00
iWORQ SYSTEMS	2,800.00
JIM DANDY SEWER & PLUMBING	462.42
JOHN VICENTE	434.50
JORDAN STECKS	150.00
JURASSIC PARLIAMENT	1,899.64
KARI HATCHER	150.00
KBA INC.	6,411.05
KCDA PURCHASING COOP	6,834.60
KENMORE COMMUNITY CLUB	530.00
KENMORE ELEMENTARY PTA	1,250.00
KENMORE HERITAGE SOCIETY	5,000.00
KING COUNTY BAR ASSOCIATION	200.00
KING COUNTY FINANCE	8,573.02
KING COUNTY RECORDER'S OFFICE	100.00
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	38,000.00
KING COUNTY TREASURY	73,463.57
KOMPAN, INC	4,238.63
KPFF CONSULTING ENGINEERS	41,507.27
LAKE CITY PARTNERS ENDING HOMELESSNESS	12,500.00
LANGTON SPIETH, LLC	4,000.00
LIGHTHOUSE CONSULTING INC	18,688.92
LINCOLN NATIONAL LIFE INSURANCE	4,660.43
MARY MILLER STEPHENS	1,250.00
MELANIE O'CAIN	453.50
MELINDA MERRELL	159.79
MICHELLE KANG	187.05
MINUTEMAN PRESS	5,251.97
MISSION SQUARE / 109964	112,387.18
MISSION SQUARE 457 / 304745	27,191.49
MOTT MACDONALD	12,558.25
MR. T'S TROPHIES & AWARDS LLC	28.52
NAC INC	25,000.00
NAMI EASTSIDE	937.50
NARWHAL MET, LLC	425.00
NATIONAL BARRICADE CO., LLC	992.26
NATIONAL LIFE INSURANCE CO.	246.34
NAVIA	15,204.28
NELSON ELECTRIC, INC.	2,408.22

XI. D. Approve
Total Check #s 53878 through 53971 totaling $515,974.72 a...

Name	Amount
NIGEL HERBIG	930.70
NIKHIL PATNE	250.00
NORTHSHORE SCHOOL DISTRICT	17,963.00
NORTHSHORE SCHOOLS FOUNDATION	750.00
NORTHSHORE SENIOR CENTER	4,062.50
NORTHSHORE UTILITY DIST	23,189.46
NORTHSHORE YOUTH SOCCER ASSOC.	55.00
NORTHWEST ARBORICULTURE LLC	4,387.93
NORTHWEST TROPHY	1,249.63
OFFICE DEPOT	930.48
OLBRECHTS & ASSOCIATES, PLLC	6,633.75
OLSON BROTHERS PRO VAC LLC	885.00
OLYMPIC NURSERY INC	1,250.10
ONTRA MARKETING GROUP	75.00
O'REILLY/FIRST CALL	198.28
OSBORN CONSULTING INC.	41,981.85
OUTCOMES BY LEVY, LLC	800.00
PACE ENGINEERS, INC.	50,803.00
PACIFIC AIR CONTROL, INC.	2,852.36
PACIFIC TOPSOILS	1,959.56
PAWS	458.00
PENDLETON CONSULTING LLC	2,424.12
PETROCARD, INC	3,942.42
PLYWOOD SUPPLY	22.60
POLCO	9,000.00
PSR MECHANICAL, LLC	644.09
PUGET SOUND CLEAN AIR AGENCY	23,536.00
PUGET SOUND ENERGY	86,318.23
PUGET SOUND PLANTS	2,265.90
QUADIENT LEASING USA, INC.	645.18
REGIONAL ANIMAL SERVICES OF KC	90.00
REPUBLIC SERVICES #172	1,632.39
RRJ COMPANY, LLC	50,041.42
SARABJIT MANN	7,500.00
SCHEMATA WORKSHOP INC.	243.00
SCHINDLER ELEVATOR CORPORATION	1,089.78
SCORE	12,534.79
SEATTLE TIMES	651.50
SESAC	581.00
SHANNON & WILSON, INC.	712.50
SHERWIN WILLIAMS CO.	303.76
SISKUN POWER EQUIPMENT	1,631.99
SKYCORP, LTD	43,074.87
SLABJACK NW, LLC	5,031.57
SMS CLEANING, INC.	12,990.00
SNOHOMISH COUNTY	2,586.00
SOFTWAREONE, INC.	20,361.43
ST OF WA DEPT OF FISH & WILDLIFE	40.00
STAPLES	2,238.92
STATE AUDITOR'S OFFICE	24,915.37
STATE OF WA DEPT. OF LICENSING	1.64
STEPHANIE LUCASH	276.50
STEWART MACNICHOLS HARMELL, INC.	10,000.00
STOWE DEVELOPMENT & STRATEGIES LLC	1,050.00
SUMMIT LAW GROUP PLLC	1,500.00
SUNBELT RENTALS	548.10
T MOBILE USA, INC.	1,624.05
TASTAD CONSTRUCTION INC	110,135.21
THE LODGE AT ST. EDWARD PARK	261.51
TOASTMASTERS INTERNATIONAL	250.00

Name	Amount
TOBIN BENNETT GOLD	711.40
TOTAL LANDSCAPE CORP	12,317.09
TRUE NORTH EQUIPMENT INC	168.96
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESOTA	1,704.47
U.S. BANK N.A. / CUSTODY	136.00
U.S. BANK PURCHASE CARDS	43,841.04
ULINE	3,063.84
URBAN LAND INSTITUTE	5,000.00
US POSTAL SERVICE	2,717.73
UTILITIES UNDERGROUND LOCATION CTR	159.72
VALLEY, CHRIS & BETH	2,464.75
VERIZON WIRELESS	80.06
WA CITIES INSURANCE AUTHORITY	795,456.00
WA FINANCE OFFICERS ASSOCIATION	225.00
WA RECREATION & PARK ASSOC.	605.00
WA STATE DEPT OF TRANSPORTATION	1,228.42
WAGNER ARCHITECTS	11,940.00
WESTERN DISPLAY FIREWORKS, LTD.	7,500.00
WESTLAKE HARDWARE WA-153	732.84
WM CORPORATE SERVICES INC.	5,820.87
XEROX CORPORATION	1,180.08
YOURMEMBERSHIP.COM, INC	249.00
ZIPLY FIBER	832.91

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic: Update of the Non-Exclusive Dual Franchise Agreement with Comcast Cable Communications Management, LLC	**For Council Meeting Agenda of:** 03/18/2024 **Department:** Public Works Engineering **Prepared by:** John Vicente, Engineering Director
Proposed Council Action/Motion: Adoption of Ordinance 24-0603 and updating the Comcast Franchise Agreement	**Initial & Date** **Approved by Department Head:** JV 2/29/2024 **Approved by City Attorney:** DR 1/5/2024 **Approved by Finance Director:** NA **Approved by City Manager:** RK 03/01/2024 **Attachments/Exhibits:** Attachment A: Ordinance 24-0603

Summary:

The City currently has a franchise agreement with Comcast Cable Communications Management LLC (Comcast) that expired in April 2021 and requires renewal. Staff requests Council approve ordinance 24-0603 (Attachment A) and approve the proposed Comcast franchise agreement.

Information/Background:

On February 12, 2024, staff presented the proposed Comcast franchise agreement for Council discussion. The proposed franchise agreement permits and sets the conditions for Comcast to locate its facilities in the public right of way. The current franchise agreement between the City and Comcast was approved in 2012. The proposed franchise agreement is for a 10-year term. As a privately owned utility, Comcast is regulated by the Washington Utilities and Transportation Commission.

Some of the key provisions in the proposed franchise agreement that have been updated and strengthened include:

- Increase in insurance coverages
- Improved noticing and provisions for relocating utilities
- Customer service to comply with FCC
- Updated indemnity and hold harmless language

Fiscal Consideration:

State law allows a Franchise Fee for cable utilities. The City currently collects 5% of gross income which is projected at $294K for 2023.

In July 2022, City Council approved a utility tax in the amount of 6% of gross income. The projected revenue from utility tax for Comcast in 2023 is $300K.
City Council Priority or Budget Objective Being Addressed: Priority #3 – Enhance Multimodal Transportation Implementation, including Pedestrian and bicycle safety Priority #8 – Seek opportunities to promote economic development

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 24-0603

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, GRANTING COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, A WHOLLY OWNED DELAWARE LIMITED LIABILITY CORPORATION, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A CABLE COMMUNICATIONS SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENMORE, WASHINGTON AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Kenmore ("City") is a franchising authority in accordance with Title VI of the Cable Act, 47 U.S.C. § 522(10), and Washington State law; and

WHEREAS, Comcast Cable Communications Management, LLC ("Comcast") is a provider of cable communications; and

WHEREAS, with the adoption of Ordinance 12-0336, the City Council granted Comcast a seven (7) year non-exclusive franchise with an expiration date of June 17, 2019, and the City Council has determined that the renewal of a nonexclusive franchise to Comcast is consistent with the public interest; and

WHEREAS, under the previous franchise, Comcast has installed a Hybrid Fiber Coax Cable System that occupies the rights-of-way within the City, and Comcast desires to continue to use the Hybrid Fiber Coax Cable System to provide cable services; and

WHEREAS, the City Council, having determined that the financial, legal, and technical ability of Comcast is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to grant a franchise for the construction, operation, and maintenance of a cable communications system; and

WHEREAS, the City Council finds that it is desirable and in the best interests of the health, safety and welfare of residents of the Kenmore community to grant a non-exclusive franchise to Comcast for the operation of a cable service system within the City's rights-of-way; and

WHEREAS, the City and Comcast have reached agreement on the terms and conditions of a non-exclusive franchise and the parties have agreed to be bound by those terms and conditions; and

WHEREAS, in consideration of the renewal of a franchise to Comcast, Comcast's promise to provide cable service to residents of the City of Kenmore pursuant to and consistent with the Cable Act, 47 USC § 521 *et seq.*;

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

Section 1. A non-exclusive franchise authorizing the use of public rights-of-way for a cable service system is granted to Comcast under the terms and conditions stated below.

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

PASSED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE 6th DAY OF MARCH, 2024.

CITY OF KENMORE

_____
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

_____
Anastasiya Warhol, City Clerk

Approved as to form:

_____
Dawn Reitan, City Attorney

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

CABLE FRANCHISE AGREEMENT

BETWEEN

THE CITY OF KENMORE, WASHINGTON

AND

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

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Cable Franchise Agreement

SECTION 1. Definition of Terms

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them herein. The word "shall" is always mandatory and not merely directory.

1.1 "Access"
means the availability for noncommercial use by various educational and governmental agencies, institutions and organizations in the community, including the City and its designees, of Channels on the Cable System designated for such use as permitted under applicable law:

(1) "Educational Access" means Access where Schools are the primary users having editorial control over programming.

(2) "Governmental Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming.

(3) "Educational and Governmental Access" or "EG Access" means Educational and Governmental Access.

1.2 "Access Channel"
means any Channel, or portion thereof, designated for noncommercial Access purposes or otherwise made available to facilitate or transport Access programming.

1.3 "Affiliate(s)" or "Affiliated Entity"
means, when used in connection with Grantee, any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

1.4 "Bad Debt"
means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

1.5 "Basic Service"
means the Cable Service Tier which includes, at a minimum, the retransmission of local television Broadcast Signals.

1.6 "Cable Act"
means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto, 47 U.S.C. § 521 *et. seq.*

1.7 "Cable Operator"
means any Person or group of Persons, including Grantee, who:

(1) provide Cable Service over a Cable System and directly or through one or more Affiliates own a significant interest in such Cable System; or

(2) who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.

1.8 "Cable Service(s)"
means:

(1) the one-way transmission to Subscribers of (a) Video Programming, or (b) other programming service, and

(2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.9 "Cable System"
means Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

(1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;

(2) a facility that serves Subscribers without using any public right-of-way;

(3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 *et seq*.), except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(4) an open video system that complies with § 47 U.S.C. § 573; or

(5) any facilities of any electric utility used solely for operating its electric utility systems, 47 U.S.C. Sec. 522 (7). When used herein, the term "Cable System" shall mean Grantee's Cable System in the Franchise Area.

1.10 "Channel"
means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

1.11 "City"
means City of Kenmore, a municipal corporation of the State of Washington.

1.12 "Control"
means the ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Grantee's affairs.

1.13 "Day"
means calendar day unless otherwise provided.

1.14 "Dwelling Units"
means any residential building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.

1.15 "FCC"
means the Federal Communications Commission or its lawful successor.

1.16 "Franchise"
means this document which is executed between the City and Grantee, containing the specific provisions and authorizations granted and the contractual agreement created thereby.

1.17 "Franchise Area"
means the area within the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.18 "Grantee"
means Comcast Cable Communications Management, LLC, a wholly-owned Delaware Limited Liability Corporation, or its lawful successor, transferee, or assignee.

1.19 "Gross Revenues"

1.19.1 Gross Revenues means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliate(s) Entity from the operation of Grantee's Cable System to provide Cable Services within the City. Grantee will calculate gross revenues in accordance with General Accepted Accounting Principles ("GAAP"). Gross Revenues shall include, but not be limited to:

(1) monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);

(2) installation, reconnection, downgrade, upgrade, or similar charges associated with changes in Subscriber Cable Service;

(3) fees for service calls;

(4) fees for additional outlets;

(5) fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;

(6) converter, remote control, and other Cable Service equipment rentals, leases, or sales;

(7) Advertising Revenues as defined in this Section;

(8) late fees, convenience fees, administrative fees and other multiservice fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

(9) revenues from program guides;

(10) Franchise Fees;

(11) FCC Regulatory Fees;

(12) commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City;

(13) Revenue from the lease of the Cable System to provide Cable Services in the Franchise Area.

(14) Payments or other consideration received from programmers for carriage of programming on the Cable System and recognized as revenue under GAAP.

1.19.2 "Advertising Revenues"
means revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications and Comcast Effectv or their successors or other affiliated advertising agencies associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

1.19.3 "Gross Revenues" shall not include:

(1) Bad Debt, except any portion of Bad Debt that is written off but subsequently collected shall be included in the Gross Revenues in the period collected [allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

(2) any taxes on services furnished by Grantee which are imposed directly on any Subscriber by the State, City or other governmental unit and which are collected by Grantee on behalf of said governmental unit;

(3) Educational and Governmental (EG) Fees;

(4) Launch fees and marketing co-op fees; and

(5) unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

1.19.4 For the purposes of this definition, if the Cable Service is bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the Gross Revenue attributable to the Cable Service. If Grantee bundles, integrates, ties, or combines Cable Services with nonvideo services creating a bundled package so that Subscribers pay a single fee for more than one class of service or receive a discount on video services, Gross

Revenues shall be determined based on an equal allocation of the package discount, that is, the total price of the individual classes of service at advertised rates compared to the package price, among all classes of service comprising the package. If Grantee does not offer any component of the bundled package separately, Grantee shall declare a stated retail value for each component based on reasonable comparable prices for the product or service for the purpose of determining Franchise Fees based on the package discount described above. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value.

1.19.5 Grantee reserves the right to change the allocation methodologies set forth in this Section 1.19 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will document any changes to such allocation methodologies and Grantee will explain and document the required changes to the City as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.19.6 below. If new Cable Service revenue streams develop from Grantee's operation of its Cable System within the City, those new revenue streams shall be included within Gross Revenues, unless the parties agree otherwise.

1.19.6 Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.20 "Person"
means an individual, partnership, association, joint venture, trust, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but does not include the City.

1.21 "Public Rights-of-Way" or "Rights-of-Way"
"Right-of-way" means land and the space above and below, property or property interest, such as a right-of-way use easement, as well as bridges, trestles, or other structures, dedicated to, or otherwise acquired by the City of Kenmore for public motor vehicle, pedestrian, bicycle, or other non-motorized transportation purposes, including, but not limited to, roads and trails, whether or not opened, improved or maintained for public transportation purposes.

1.22 "School"
means any State accredited K-12 educational institution, public or private, but excluding home schools.

1.23 "State"
means the State of Washington.

1.24 "Subscriber" or "Customer"
means a Person who lawfully receives Cable Service over the Cable System with Grantee's express permission.

1.25 "Video Programming"
means programming by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. Grant of Franchise

2.1 Grant
The City hereby grants to Grantee a nonexclusive and revocable Franchise authorizing Grantee to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, upgrade and reconstruct a Cable System for the purposes of providing Cable Services, subject to the terms and conditions of this Franchise and applicable law. This Franchise shall constitute both a right and a responsibility to provide Cable Services required by, and to fulfill the obligations set forth in the provisions of this Franchise. Subject to the City's regulatory authority, Grantee may erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Rights-of-Way within the Franchise Area, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the operation of the Cable System for the provision of Cable Service within the Franchise Area.

2.2 Franchise Subject to Federal, State and Local Law
Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing, or hereafter amended, of federal, State and generally applicable local laws, regulations and standards. Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate(s) of the Grantee offering Cable Service over the Cable System in the Franchise Area will also comply with the terms and conditions of this Franchise.

2.3 Use of Rights of Way for non-Cable Service
This Franchise expressly authorizes Grantee to provide Cable Services over its Cable System. This Franchise is not a bar to imposition by the City of any lawful conditions on Grantee with respect to non-Cable services, now or in the future. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide non-Cable services or relieve Grantee of its obligations to comply with any such authorization(s) that may be lawfully required. Neither the City nor the Grantee waive any rights they may have under applicable law as to the lawful use of the Cable System for other services and the regulatory obligations related to such services. This Franchise shall not be read as a concession by Grantee that it needs authorization to provide non-Cable services, nor a concession by the City that Grantee does not need authorization to provide non-Cable services.

2.4 No Rights by Implication

No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the purpose of conducting business within the City pursuant to the ordinances and laws of the City;

(2) Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise, including, but not limited to, permits and agreements for placing devices on poles, in conduits or in or on other structures or other City-owned property.

2.5 Conveyance of Rights

This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.6 No Waiver

The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Cable Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City, nor to excuse Grantee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.7 Other Ordinances

Grantee agrees to comply with the terms of any lawful, generally applicable provision of the Kenmore Municipal Code and ordinances of general applicability, lawfully enacted, or hereafter lawfully enacted by the City. In the event of a conflict between any ordinance specific to Cable Operator's and any provision of this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the City.

2.8 Term of Franchise

The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be ten (10) years (the "Term") from the Effective Date of this Franchise.

2.9 Effective Date

2.9.1 This Franchise and the rights, privileges and authority granted under this Franchise, and the contractual relationship established hereby shall take effect and be in force from and after the Effective Date of this Franchise. The Effective

Date of this Franchise shall be the date upon which Grantee executes acceptance of this franchise agreement.

2.9.2 Upon approval of the Franchise by the City Council, the City Clerk shall promptly forward a certified copy of the ordinance approving the Franchise to Grantee. Within sixty (60) Days after the date of City Council approval of this Franchise and receipt of the approved document, Grantee shall signify its acceptance of this Franchise by executing this Franchise. Grantee shall return the executed Franchise along with any accompaniments as required by this Section 2.9.2 to the City Clerk. The executed Franchise shall be accompanied by the certificates of insurance specified in Section 9.2 and the evidence of the Security as specified in Section 9.6. This Franchise is voidable unless executed and returned with the required accompaniments as specified by this Section 2.9.2 by Grantee within this timeframe.

2.9.3 The grant of this Franchise shall have no effect on Grantee's duty under the prior franchise, in effect prior to the Effective Date of this Franchise, to indemnify or insure the City against acts or omissions occurring during the period that the prior franchise was in effect, nor shall it affect Grantee's liability to pay all Franchise Fees which were due and owed under a prior franchise.

2.10 Familiarity with Franchise; Effect of Acceptance

2.10.1 Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise and finds that the same are commercially practicable at this time.

2.10.2 By accepting the Franchise, Grantee:

(1) acknowledges and accepts the City's legal right to issue and enforce the Franchise;

(2) accepts and agrees to comply with each and every provision of this Franchise, subject to applicable law; and

(3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.11 Reservation of Authority

Nothing in this Franchise shall:

(1) abrogate the right of the City to perform any public works or public improvements of any description;

(2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City; or

(3) be construed as a waiver or release of the rights of the City in and to the Public Rights-of-Way.

2.12 Grant Nonexclusive

This Franchise shall be nonexclusive. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise, including, but not limited to, additional franchises for cable systems as the City deems appropriate.

2.13 Other Franchises; Competitive Equity

2.13.1 The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via cable systems or similar wireline systems located in the Rights-of-Way. It is not the City's intent to treat competitors in a discriminatory manner and to advantage one competitor over another by regulation. If the City grants such an additional franchise or authorization to use the Rights-of-Way to provide Video Programming services on a retail basis to residential subscribers via such a system, and Grantee believes the Material Obligations (as defined below) of that franchise are, considered as a whole, more favorable than the Material Obligations under this Franchise, then the provisions of this paragraph will apply.

2.13.2 Material Obligations include Franchise provisions related to: Franchise Fees, insurance, system build-out requirements, security instruments, Access Channel and support, customer service obligations, reports and related record keeping, complimentary services, notice and opportunity to cure breaches.

2.13.3 Within ninety (90) days, of the City's grant of a competitor's franchise or similar authorization, Grantee must notify the City in writing of the Material Obligations in Grantee's Franchise that are materially different from the Material Obligations of the competitor's franchise or similar authorization, and why Grantee believes, considered as a whole, the competitor's obligations are materially more favorable. Grantee's notice must also provide text for any proposed Franchise amendments (together with a written explanation of why the proposed amendments are necessary) and must confirm whether Grantee is willing to accept any additional obligations that may be contained within the new franchise that are not contained within its Franchise. Upon receipt of such written notice, the City shall have sixty (60) days to notify Grantee either: (i) that City is willing to enter into negotiations with Grantee to amend its Franchise; or (ii) that City believes the Material Obligations of the competitor's franchise are, considered as a whole, not materially more favorable than the Material Obligations under this Franchise and that the new competitor is not being afforded a competitive advantage. In the event the City notifies Grantee that paragraph (i) applies, the City and the Grantee shall use best efforts in good faith to negotiate the proposed Franchise modifications to achieve competitive equity of regulatory and financial burdens, consistent with any limitations on the City's regulatory authority with respect to the systems, and will endeavor to conclude such negotiations within sixty (60) days from the date of such notice. In the event the City notifies Grantee that paragraph (ii) applies, Grantee may notify the City that it

elects to immediately commence the renewal process under 47 USC 546 and to have the remaining term of the franchise shortened to not more than 36 months.

2.13.4 The parties agree that in determining whether Material Obligations are materially more favorable, this provision shall not require a word for word identical franchise or similar authorization for a competitive entity so long as the overall regulatory and financial burdens on each entity are materially equivalent such that neither is afforded a material competitive advantage over the other. Nothing in this section is intended to alter the rights or obligations of either party under state law, and it shall only apply to the extent permitted under applicable FCC orders. The parties agree that:

(1) the Grantee may not withhold, delay or enjoin any performance or otherwise refuse to comply with its obligations whether or not it believes it is entitled to relief under this provision;

(2) any relief shall be prospective only, and limited to the relief agreed upon, or the modifications obtained through any renewal of this Franchise; and

(3) the City will not be liable for any damages to Grantee for any breach of this provision. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received; and the Grantee may not obtain any relief from obligations it may have under settlements or other contracts with the City via this provision.

2.13.5 Notwithstanding anything contained herein to the contrary, this provision does not apply if the City is ordered or required to issue a franchise or other authorization on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the new franchisee actually commencing provision of Video Programming service in the City to its first customer, and continuously providing service. Should the new franchisee fail to continuously provide service for a period of six (6) months, the City has the right to implement this Franchise with its original terms upon three (3) months' notice to Grantee. This provision does not apply to:

(1) open video systems, and common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. Section 571;

(2) systems that serve less than 10% (ten percent) of the geographic area of the City;

(3) a system that only provides video services via the public Internet;

(4) systems where video programming services are only delivered over the public Internet or wireless networks;

(5) telecommunications services; or

(6) existing cable franchises for entities occupying the Rights-of-Way as of the date of this Franchise.

2.14 Conditions of Sale

If a renewal or extension of Grantee's Franchise is denied or the Franchise is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its

actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

2.15 Transfer upon Revocation

Grantee and the City agree that in the case of a final determination of a lawful revocation of the Franchise, the City shall give Grantee at least one hundred twenty (120) Days to effectuate a transfer of its Cable System to a qualified third party. Furthermore, Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, Grantee and the City may avail themselves of any rights they may have pursuant to federal or State law. It is further agreed that Grantee's continued operation of the Cable System during the one hundred twenty (120) Day period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or Grantee.

2.16 Police Powers

Grantee's rights hereunder are subject to the police powers of City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of City, or hereafter enacted in accordance therewith, by City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

SECTION 3. Construction and Maintenance of the Cable System

3.1 Permits and General Obligations

Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe manner using materials that meet or exceed industry standards. All facilities, poles, conduits, cables, and equipment installed by Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located so as to minimize interference with the designated use of the Public Rights-of-Way at the time of Cable System facilities installation.

3.1.1 Grantee shall obtain an annual ROW Utility Permit for work that requires occupying the right-of-way to perform general maintenance and repair of its facilities.

3.2 Conditions on Occupancy of Public Rights-of-Way

3.2.1 Relocation at Request of City

Except as otherwise provided by law, Grantee agrees to relocate, remove or reroute its facilities as ordered by the City where such relocation is necessary to protect the public health, safety or welfare, at no expense or liability to the City,

except as may be provided under RCW Chapter 35.99. The City's decision to require the relocation of Grantee's facilities shall be made in a reasonable, uniform and non-discriminatory manner.

3.2.2 If the City determines that it is necessary for Grantee to relocate any portion of Grantee's Cable System facilities, then:

(1) Within a reasonable time, which shall be no less than 90 days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an emergency beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;

(2) The City shall provide the Grantee with copies of information for the project and a proposed location for the Grantee's facilities so that Grantee may relocate its facilities in other Rights-of-Way in order to accommodate the project; and

(3) The Grantee shall complete relocation of its facilities at no charge or expense to the City so as to accommodate the project timeline. In the event of an emergency as described in this Section, the Grantee shall relocate its facilities within the time period specified by the City.

3.2.3 The Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its facilities as otherwise provided in this Section.

3.2.4 In the event that the City orders the Grantee to relocate its facilities for a project which is primarily for private benefit, or the benefit of a third-party public agency, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

3.2.5 In the event of an unforeseen emergency that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its facilities at its own expense, any other portion of this Section notwithstanding.

3.2.6 Subject to Sect. 3.4 below, in the event of a City-driven facilities relocation project that requires conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes or sidewalk installation, Grantee agrees to bear the costs of converting Grantee's Cable System from an overhead system to an underground system as follows:

(1) Engineering
To ensure proper space and availability in the supplied joint trench, Grantee shall pay for the work (time and materials) necessary to complete Cable System related engineering and coordination with the other utilities involved in the project.

(2) Cost(s)
Grantee shall pay its proportionate share of the cost of labor and materials necessary to place its cables, conduits and vaults/pedestals in the supplied joint trench and/or stand-alone cable trench. If, however, the City's costs for Grantee are not agreeable to Grantee, then Grantee shall have the right to hire its own contractor(s) to complete the work within the joint trench.

(3) If Grantee decides to use its own contractor(s) to complete its portion of the work, then Grantee and its contractor(s) are responsible for coordinating with the City to provide reasonable notice and time to complete the placement of Grantee's cables, conduits and vaults/pedestals in the trench. If the Grantee fails to complete the above work within the time prescribed and to the City's reasonable satisfaction, the City may cause such work to be done and bill the actual cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. In such an event, the City shall not be liable for any damage to any portion of the Grantee's Cable System, except in the case of negligence on behalf of the City or its contractor. Within forty-five (45) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

(4) Within the underground conversion area, Grantee shall cooperate with the City and its contractor on any on-site coordination. The City shall be responsible for traffic control, trenching, backfill, and restoration of all work performed by its contractor. The Grantee shall be responsible for traffic control, trenching, backfill, and restoration of all work performed by its contractor for stand-alone cable trenches.

3.2.7 In the event a Local Improvement District (LID) has been created to fund a relocation or conversion project, Grantee shall be reimbursed by the LID for all expenses incurred as a result of the project.

3.2.8 The Grantee shall, upon reasonable prior written request of any private third party, relocate its wires or cables underground; provided that (i) the Grantee may impose a charge for all time and material costs associated with the project to the private third party for the relocation of its facilities, and such charge may be required to be paid in advance of the relocation of its wires or cables, and (ii) if a permit is required, Grantee's permit application is approved by the City; and (iii) Grantee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.9 The Grantee shall utilize existing poles and conduit wherever possible. New poles will not be allowed, except on a case by case basis, to be determined by the City, subject to Grantee obtaining all necessary permits.

3.2.10 This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or of any private third party. In the event an underground conversion of cable facilities is required as part of a street improvement condition of a new land use development that is not associated with a City designated capital improvement project, this Franchise shall in no way limit the Grantee's right to recoup its direct costs associated with the conditioned underground conversion of the Cable System from the private third party responsible for the project.

3.2.11 If Grantee fails to remove or relocate any Cable System facilities by the date established by the City, and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantees Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

3.3 Restoration of Rights-of-Way

Whenever Grantee disturbs the surface of any Rights-of-Way for any purpose, Grantee shall promptly restore the Rights-of-Way to a condition as required by City Code and Road Standards. When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit. If Grantee fails to promptly restore the Rights-of-Way, the City may, after providing reasonable notice to Grantee, repair, restore, refill or repave any disturbance made by Grantee in the Rights-of-Way, and the reasonable expense thereof shall be paid by Grantee. The City may, after providing reasonable notice to Grantee, repair any work done by Grantee that, in the determination of the City, does not conform to applicable City Code and Road Standards. The reasonable cost thereof, including the costs of inspection and supervision, shall be paid by Grantee.

3.4 Safety Requirements

The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and State regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Public Rights-of-Way.

3.5 Aerial and Underground Construction

If distribution lines of service providers, as defined in RCW 35.99.010, or a utility service provider (collectively "Service Providers") in any portion of the Franchise Area are underground, Grantee shall place its Cable System's distribution cables underground within that area; provided that such underground locations are actually capable of accommodating Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any portion(s) of the Franchise Area where the distribution lines of any of the respective Service Providers are both aerial and underground, Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. The City shall have the discretion to require undergrounding in a non-discriminatory manner with Service Providers to provide for future planning. In areas where Grantee's wiring is aerial,

Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. In those areas where neither aerial or underground distribution lines of any of the respective Service Providers exists, Grantee shall place its Cable System's distribution cables and other equipment underground. If funds exist, and are set aside for such purpose, or provided by a third party, Grantee may seek reimbursement for its share of funds to offset the cost of placing its facilities underground. Grantee shall utilize existing conduit whenever possible.

3.5.1 The City shall not be required to obtain easements for Grantee. Except as allowed in Section 3.2.3, Grantee shall participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where all existing overhead facilities, including utility poles, are being removed and converted to underground facilities.

3.5.2 Nothing in this Section shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.

3.5.3 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all time and material costs associated with the conditioned underground conversion of cable facilities.

3.6 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's Ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law. Grantee shall be jointly and severally liable for all property and personal damages and for correcting all damage caused by any contractor or subcontractor working on Grantee's behalf.

3.7 Construction and Maintenance

3.7.1 Subject to applicable laws and this Franchise, Grantee shall perform all maintenance, construction, repair and upgrades necessary for the operation of its Cable System in the Rights-of-Way. All work regarding Grantee's System shall, regardless of who performs the work, be and remain Grantee's responsibility.

3.7.2 Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, the City's authority.

3.7.3 Grantee shall provide and use any equipment necessary to control and carry Grantee's signals so as to prevent damage to the City's property or property

belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities and equipment to keep them in good repair and in a safe and presentable condition.

3.7.4 Grantee's Cable System shall be located, erected and maintained so as not to endanger the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way or other public property.

3.7.5 Grantee shall give reasonable notice to private property owners of construction work in adjacent Rights-of-Way.

3.7.6 In the event that emergency repairs are necessary, Grantee shall notify the City of the repairs made on the next business day. Grantee may initiate such emergency repairs and shall apply for appropriate permits within two (2) business days after discovery of the emergency, or as soon as reasonably practical.

3.8 One Call Notification

Prior to doing any work in the Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes. Grantee shall also comply with generally applicable ordinances and permitting requirements before digging in the Rights-of-Way.

3.9 Rights-of-Way Vacation

If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the Term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Rights-of-Way and restore, repair or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee to restore, repair or reconstruct such Rights-of-Way after ninety (90) Days written notice from the City, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantees Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

3.10 Standards

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. Grantee must comply with all federal, State and local safety requirements, rules, regulations, laws, standards, and practices, and deploy all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards in effect at the time of the work being performed.

3.10.1 Grantee shall ensure that all cable drops are properly bonded and grounded at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by Grantee as necessary.

3.10.2 Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable.

3.10.3 All installations of equipment, lines and facilities shall be installed in accordance with good engineering practices and of sufficient height to comply with all federal, State and local regulations, ordinances and laws.

3.10.4 Any opening or obstruction in the Rights-of-Way or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible at night.

3.10.5 Grantee and the City agree that nothing in this Franchise shall give Grantee the right to construct new poles without prior City approval. Furthermore, nothing contained in this Franchise gives Grantee a right of pole attachment to City facilities or facilities owned by third parties.

3.11 Stop Work

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

(1) Be in writing;

(2) Be given to the Person doing the work and be posted on the work site;

(3) Be sent to Grantee by electronic mail and overnight delivery at the address given herein;

(4) Indicate the nature of the alleged violation or unsafe condition; and

(5) Establish conditions under which work may be resumed.

3.12 Joint Trenching/Boring

To the extent it is technically and economically feasible, Grantee shall joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees and franchisees so as to reduce the number of Right-of-Way cuts within the City.

3.13 GIS Mapping

Upon thirty (30) Days written request by the City, Grantee shall provide a route map that depicts the general location of the Cable System facilities placed in the Right-of-Ways. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers.

3.14 Trimming of Trees and Shrubbery

Grantee shall have the authority to trim trees or other natural growth interfering with, damaging, or restricting access to any of its Cable System facilities in the Rights-of-Way. All such trimming shall be done at Grantee's sole cost and expense. Grantee shall be

responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal.

3.15 Reservation of Rights-of-Way

Nothing in this Franchise shall prevent the City or public utilities from constructing any public work or improvement in the Public Rights-of-Way. All such work shall be done insofar as practicable so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

3.16 Inspection of Facilities

Upon reasonable notice, the City may inspect any of Grantee's Facilities or equipment within the Rights-of-Way and on other public property. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition in a timely manner as directed by the City. The City has the right to inspect, repair and correct the unsafe condition if Grantee fails to do so, and to charge Grantee for the actual costs incurred to do so.

3.17 Removal of Property

In the event that the franchise has been terminated, Grantee shall, within 180 Days of prior written demand from the City, completely remove, at its expense, all property of Grantee's system. Post-removal, the Grantee must promptly restore the street or other affected areas to a condition satisfactory to the City.

SECTION 4. Service Obligations

4.1 General Service Obligation

Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least twenty-five (25) Dwelling Units per strand mile in areas served by overhead facilities and sixty (60) Dwelling Units per strand mile in areas served by underground facilities. Subject to this density requirement, Grantee shall offer Cable Service at standard installation rates to all new Dwelling Units or previously unserved Dwelling Units located within one hundred fifty (150) aerial feet or sixty (60) underground trench feet of the Grantee's distribution cable. Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a line extension or a drop-in excess of the above standards. Any such additional charge shall be the fully allocated cost of the installation that exceeds the standards set forth above.

4.2 Obscenity

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial Control any programming that is obscene under applicable federal, State or local laws.

4.3 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments or successor legislation thereto.

4.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

4.5 No Discrimination

Neither Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to Grantee are satisfied. Grantee shall not however be required to continue service to a Subscriber who cannot meet their financial obligations to Grantee or who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.6 New Developments

The City shall provide Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments within the Franchise Area requiring underground installation and/or conversion of cable facilities as part of the approval condition(s). The City agrees to require the developer, as a condition of issuing land use and building permits, to give Grantee access to all open trenches for deployment of cable facilities throughout the development and at least ten (10) business days written notice of the date of availability of open trenches. The developer shall be responsible for the digging and backfilling of all trenches. Grantee shall be responsible for engineering and deployment of labor relative to its installation of cable facilities within the development.

SECTION 5. Rates, Fees, Charges and Deposits

5.1 Rate and Service Change Notification

Grantee shall provide advance notice of any changes in rates and services consistent with applicable federal law, including but not limited to 76.1603, as amended from time to time.

5.2 No Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and shall be nondiscriminatory for all Persons pursuant to the provisions of federal and state law. Nothing herein shall be construed to prohibit:

(1) the temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;

(2) the offering of reasonable discounts to similarly situated Persons; or

(3) the offering of bulk discounts for multiple Dwelling Units.

5.3 Leased Access Channel Rates

Grantee shall offer Leased Access Channel capacity on such terms and conditions and rates as may be negotiated with each lessee, subject to the requirements of Section 612 of the Cable Act. Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels or portions of such Channels, provided by Grantee.

5.4 Late Fees

For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable federal, State and local laws. Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of Subscribers.

SECTION 6. Customer Service

6.1 Customer Service Standards

Except as set forth in Section 4.1 Service Obligations, Grantee shall comply in all respects with the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended from time to time.

6.2 Privacy Protection

Grantee shall comply with all applicable federal and State privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7. Oversight and Regulation

7.1 Franchise Fees

Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Service in the Franchise Area ("Franchise Fee"). In accordance with 47 U.S.C. § 542(b), the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year provided, however, that Grantee shall not be compelled to pay any higher percentage of Franchise Fees than any other Cable Operator providing Cable Service in the same portion of the Franchise Area. If during the Term of this Franchise, the FCC, federal or State government, or the courts change the amount a City can collect for Franchise Fees, then this Franchise shall be amended and such change shall be imposed on all similarly situated Cable Operators operating in the same portion of the Franchise Area. Franchise Fees are not a tax.

7.2 Payments

The payment of Franchise Fees shall be made on a quarterly basis and shall be due

forty-five (45) Days after the close of each calendar quarter. Grantee shall be allowed to submit or correct any payments that were inadvertently omitted, provided such correction is made within ninety (90) Days following the close of the calendar quarter for which such payments were applicable, without incurring any interest expenses pursuant to Section 7.5. At City's option, if there are overpayments of Franchise Fees, City may choose to either refund any such overpayments to Grantee, or Grantee shall withhold future Franchise Fee payments until such time as said overpayment is recovered. If City chooses the option to refund such overpayments, then no interest shall accrue on such overpayments provided City refunds the overpayments within sixty (60) Days notice from Grantee. Notwithstanding the foregoing, the parties may agree on a different timeframe or terms of repayment.

7.3 Additional Compensation

In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is required in accordance with applicable law.

7.4 Quarterly Reports

Each Franchise Fee payment shall be accompanied by a report prepared by a representative of Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.5 Interest Charge on Late Payments

Late payments for any Franchise Fees due pursuant to this Section, EG Fees due pursuant to Section 11.6 and liquidated damages due pursuant to Section 13.1.1 shall be subject to interest at the then-current rate set forth in RCW 19.52.020, which as of the date of execution of this Franchise is twelve percent (12%) per annum from the date that such payment is due.

7.6 No Release

The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct, nor shall acceptance be construed as a release of any claim which the City may have for additional sums due under this Franchise. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due.

7.7 No Limitation on Taxing Authority

Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. Nothing in this Franchise is intended to preclude Grantee from exercising any right it may have to challenge the lawfulness of any tax, fee, or assessment imposed by the City or any State or federal agency or authority, or intended to waive any rights the Grantee may have under 47 U.S.C. § 542.

7.8 Additional Commitments Not Franchise Fees

7.8.1 The EG Capital Contribution pursuant to Section 11.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset

against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees from such tax. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law. The City likewise reserves all rights it has under applicable law. Should Grantee elect to offset the "marginal costs" of items set forth herein against the Franchise Fees in accordance with applicable law, Grantee shall provide the City advance written notice and a minimum of one hundred-twenty (120) days for the parties to consider Grantee's election as to an offset from franchise fees or modification of the obligation as set forth in applicable law by amendment of this Franchise. City's failure to determine such offset or act to amend this Franchise shall not preclude Grantee from following through on its notice to the City.

7.8.2 In the event applicable law is overturned in whole or in part by a final decision of the FCC or through judicial review or an act of Congress, the City and the Grantee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. If any complimentary video services are discontinued pursuant to this section and subsequently applicable law provides that these complimentary services are no longer included in the definition of "franchise fee," then the City has a right to have these services restored for the betterment of the community on a complimentary basis upon sixty (60) days written notice to Grantee. (See Exhibit A)

7.9 Franchise Fee Audit

7.9.1 Upon thirty (30) Days prior written notice, but not more often than once each calendar year, the City shall have the right to inspect Grantee's financial records necessary to enforce the provisions of the Franchise and to calculate any amounts determined to be payable pursuant to this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous three (3) years, unless the City has information relating to previous years beyond the three (3) years which, in its reasonable judgment, raises doubt as to the accuracy of payments made under this or previous franchises, in which case an additional three (3) years may be audited. If the audit shows that there has been an underpayment of Franchise Fees by five percent (5%) or more in a calendar year, then Grantee shall pay the cost of the audit, such amount not to exceed Fifteen Thousand Dollars ($15,000).

7.9.2 Upon the completion of any such audit by the City, the City shall provide to Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, Grantee shall have thirty (30) Days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall seek to agree upon a "Final Settled Amount." For purposes of this Section, the term "Final Settled Amount(s)" shall mean the

agreed upon underpayment, if any, by Grantee to the City. If the parties cannot agree on a "Final Settled Amount," either party may bring an action to have the disputed amount determined by a court of law.

7.9.3 Any "Final Settled Amount(s)" due to the City as a result of such audit shall be paid to the City by Grantee within sixty (60) Days from the date the parties agree upon the "Final Settled Amount." Once the parties agree upon a Final Settled Amount and such amount is paid by Grantee, the City shall have no further rights to audit or challenge the payment for that period. If it was found that there was an underpayment of Franchise Fees pursuant to this Section, Grantee shall pay, in addition to the amount due, interest, calculated from the date the underpayment was originally due until the date payment is made by Grantee.

7.9.4 In the event the "Final Settled Amount(s)" is an overpayment by Grantee, the City shall either reimburse Grantee within sixty (60) Days of the date the parties agree upon the Final Settled Amount or, upon Grantee's approval, the City may choose to have Grantee withhold future Franchise Fee payments until such time as said overpayment is recovered. If the City fails to refund the overpayment to Grantee within sixty (60) Days, then interest at the rate specified in Section 7.5 shall accrue beginning on the sixty-first (61st) day following the determination of the Final Settled Amount.

7.10 Maintenance of Books, Records, and Files

7.10.1 Books and Records

Throughout the Term of this Franchise, Grantee agrees that the City, upon reasonable prior written notice to Grantee, may review Grantee's books and records necessary to determine compliance with the terms of this Franchise. The review of such books and records shall occur at Grantee's business office (unless a substitute location is otherwise agreed upon), during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by Grantee for a period of six (6) years.

7.10.2 File for Public Inspection

Throughout the Term of this Franchise, Grantee shall maintain a file available for public inspection which shall include all documents required pursuant to the FCC's rules and regulations. The public inspection file shall be maintained at Grantee's business office and will be available to the public during normal business hours.

7.10.3 Proprietary Information

Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such

information. Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or State privacy law. For purposes of this Section 7.10, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by Grantee to be competitively sensitive.

7.10.4 Public Records Act

Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall endeavor to promptly advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information so that Grantee can take appropriate steps to protect its interests within ten (10) business days of receiving notification of the City's intended disclosure. Nothing in the Section 7.10.4 prohibits the City from complying with RCW 42.56, other applicable law, or a court order requiring the release of public records, and the City shall not be liable to Grantee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order requested by Grantee which prohibits the disclosure of any such confidential records. In the event a higher court overturns such injunction or court order, Grantee shall reimburse the City for any fines or penalties imposed for failure to disclose such records.

7.10.5 Records Required

Grantee shall provide, upon the City's written request, but no more frequently than once a year, a report which may include any or all of the following, depending on the needs of the City:

(1) A compilation of Subscriber complaints, actions taken and resolution, of service calls received by Grantee for the prior year. The term "complaint" as used herein refers to escalated concerns about any aspect of Grantee's Cable System or cable operations;

(2) Records summarizing outages for the previous year, indicating date, duration;

(3) If specifically requested by the City, the most recent annual report Grantee filed with the FCC, and a copy of all FCC filings issued by Grantee or its Affiliate(s) which relate to the operation of the Cable System in the Franchise Area;

(4) A list of Grantee's Cable Services, rates and Channel line-up; and the number of Subscribers with Basic Service.

7.11 Performance Evaluations

Upon written notification, the City may hold performance evaluation sessions no more than once every twelve months to ensure proper performance of the provisions of this Franchise.

7.11.1 All evaluation sessions shall be open to the public.

7.11.2 Topics which may be discussed at any evaluation session include issues surrounding Grantee's performance of the terms and conditions of this Franchise and such other matters related to the provision of Cable Services, provided nothing in this subsection shall be construed as requiring the renegotiation of this Franchise, or any provision, term, or condition therein, and further provided that this subsection 7.11 need not be followed before other legal or equitable remedies within this Franchise may be sought.

7.11.3 Grantee agrees to participate in such evaluation sessions described in this Section 7.11 in good faith.

SECTION 8. Transfer or Renewal of Franchise

8.1 Franchise Transfer

Subject to Section 617 of the Cable Act, the Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person (hereinafter "Transfer of the Franchise") without the prior written consent of the City, which consent shall not be unreasonably withheld. If such consent is given, such consent shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise.

8.1.1 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of Control of Grantee. The word "control" as used herein is not limited to majority stock ownership but includes actual working Control in whatever manner exercised. Every change, transfer or acquisition of Control of Grantee, except as noted in Section 8.1.7, shall make this Franchise subject to cancellation unless and until the City shall have consented thereto which consent shall not be unreasonably withheld.

8.1.2 The parties to the Transfer of the Franchise or change of Control shall make a written request to the City for its approval of the Transfer of the Franchise or change of Control and shall furnish all information required by applicable law. In reviewing a request related to a Transfer of the Franchise or change in Control, the City may inquire into any matter reasonably related to the ability and willingness of the prospective transferee or controlling party to perform, in accordance with 47 CFR § 76.502.

8.1.3 In seeking the City's consent to any change in ownership or Control, the proposed transferee or controlling party shall indicate whether, as applicable, it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against it by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a Cable System;

(4) Is financially solvent, by submitting financial data, including financial information as required by FCC Form 394; and

(5) Has the legal, financial and technical capability to enable it to maintain and operate the Cable System for the remaining Term of the Franchise.

8.1.4 In reviewing a request for the Transfer of the Franchise or change of Control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said Transfer of the Franchise or change of Control upon such terms and conditions as it deems reasonably appropriate and as are consistent with federal law; provided, however, that any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee. Additionally, such Person shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary to cure any violations or defaults presently in effect or ongoing.

8.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) Days of the request, provided it has received all information required by law, such as a completed FCC Form 394. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) Days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

8.1.6 Within sixty (60) Days of Closing of any Transfer of the Franchise or change of Control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed(s), agreement(s), lease(s) or other written instrument(s) evidencing such Transfer of the Franchise or change of Control, certified and sworn to as correct by Grantee and the transferee or new controlling entity. In the case of a Transfer of the Franchise or change of Control, the transferee or the new controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.

8.1.7 Notwithstanding anything to the contrary in this Section 8.1, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an Affiliate; provided that the proposed assignee or transferee must show legal, technical, and financial responsibility as may be

determined by the City and must agree in writing to comply with all of the provisions of the Franchise, subject to applicable law. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise. In the event of a change in Control, the Grantee will continue to be bound by all provisions of the Franchise.

8.1.8 The consent or approval of the City to any Transfer of the Franchise or change in Control shall not constitute a waiver or release of any rights of the City.

8.2 Renewal of Franchise

8.2.1 The City and Grantee agree that any proceedings undertaken relative to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as may be amended.

8.2.2 In addition to the procedures set forth in Section 626 of the Cable Act, the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the current Franchise Term. The City further agrees that such assessments shall be provided to Grantee promptly so that Grantee has adequate time to submit a proposal under Section 626 of the Cable Act.

8.2.3 Notwithstanding anything to the contrary, Grantee and the City further agree that at any time during the Term of the current Franchise, while affording the public appropriate notice and opportunity to comment, the City and Grantee may agree to undertake and finalize informal negotiations regarding renewal of the Franchise and the City may grant a renewal thereof. Grantee and the City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

SECTION 9. Insurance and Indemnity

9.1 Insurance Requirements

9.1.1 General Requirement
Grantee must have adequate insurance during the entire Term of this Franchise (and for a period of twelve (12) months thereafter) to protect the City against claims for death or injuries to persons or damages to property or equipment which in any way relate to, arise from or are connected with this Franchise, or involve Grantee, its employees, agents, representatives, contractors, subcontractors and their employees.

9.1.2 Minimum Insurance Limits
Grantee shall maintain in full force and effect at its own cost and expense each of the following minimum insurance limits set forth herein:

(1) Commercial General Liability
Five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) general aggregate for bodily injury, personal injury and property damage.

(2) Commercial Automobile Liability
Five million dollars ($5,000,000) combined single limit per accident for bodily injury and property damage.

(3) Umbrella/Excess Liability
Insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate and be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The City, its officers, officials, boards, commissions, and employees shall be named as an additional insured on the Grantee's Excess or Umbrella Liability insurance policy. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits

(4) Workers' Compensation
insurance shall be maintained during the Term of this Franchise to comply with State law.

The amounts listed above are the minimum deemed necessary by the City to protect the City's interests in this matter. The City has made no recommendation to the Grantee as to the amount of insurance coverage necessary to protect the Grantee's interests. Any decision by the Grantee to carry or not carry insurance amounts in excess of the above is solely that of the Grantee.

9.1.3 Additional Insured
The City shall be included as an additional insured under each of the insurance policies required in this Section except Workers' Compensation and Employer's Liability Insurance. Except for Workers' Compensation and Employer's Liability Insurance, all insurance policies required hereunder shall provide or be endorsed so that the City is covered as, and have the rights of, an additional insured with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System. Grantee shall provide to the City either:

(1) a true copy of an endorsement covering City as an Additional Insured for each insurance policy required in this Section and providing that such insurance shall apply as primary insurance on behalf of such Additional Insureds; or

(2) a true copy of the blanket additional insured clause from the policies. Receipt by City of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements.

Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the Additional Insureds shall be in

excess of Grantee's insurance and shall not contribute to it. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.1.4 Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with the requirements of this Section without forty-five (45) Days written notice first being given to the City. If the insurance is canceled or terminated so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of Commercial General Liability Insurance, for at least one (1) year after expiration of this Franchise. Any failure of Grantee to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify the City for losses the City otherwise would have been covered for as an additional insured.

9.1.5 Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Franchise. The insurance obtained by Grantee shall be with insurers qualified to do business in the State of Washington with a rating of no less than "A VII" by Best Key Rating Guide, Property/Casualty Edition.

9.1.6 These insurance provisions shall survive the expiration or termination of this Franchise.

9.2 Verification of Coverage

In addition to the other requirements of this Section, Grantee shall furnish the City with certificates of insurance reflecting at least the minimum coverage and policy limits required hereunder. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received by the City within forty-five (45) Days of the time of acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until that date. Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

9.3 City Full Availability of Grantee Limits

If the Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this permit or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

9.4 Indemnification / Hold Harmless

9.4.1 Grantee shall defend, indemnify, and hold harmless the Public Entity, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to

property, which arises out of Grantee's acts, errors or omissions, or from the conduct of Grantee's business, or from any activity, work or thing done, permitted, or suffered by Grantee arising from or in connection with this Franchise Agreement, except only such injury or damage as shall have been occasioned by the sole negligence of the Public Entity .

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Public Entity, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9.4.2 Defense of Claims

With respect to Grantee's indemnity obligations set forth in this Section **Error! Reference source not found.**, Grantee shall provide the defense of any claims or actions brought against the City. Nothing herein shall be deemed to prevent the City from cooperating with Grantee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the City, Grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Grantee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the City, and the third party is willing to accept the settlement, but the City does not consent to the terms of any such settlement or compromise, Grantee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

9.4.3 Separate Representation

If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select other counsel without conflict of interest with the City.

9.4.4 Expenses

Grantee shall pay the expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses that are necessary for the City's defense, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

9.4.5 Indemnification for Relocation

Grantee shall indemnify and hold harmless the City for any damages, liabilities,

claims, additional costs, or reasonable expenses assessed against, or payable by, the City arising out of or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

9.4.6 Duty of Defense

The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section **Error! Reference source not found.**.

9.4.7 Indemnification of Grantee

To the extent permitted by law, the City shall indemnify, defend and hold harmless Grantee from claims arising out of the City's use of the EG Access Channels and/or the Emergency Alert System.

9.4.8 Concurrent Negligence

In the event that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 9.4.8 shall apply. Liability for damages arising out of bodily injury to persons, death, or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, Grantee's liability shall be only to the extent of Grantee's negligence.

9.4.9 Inspection

Inspection or acceptance by the City of any work performed by Grantee pursuant to the grant of this Franchise shall not be grounds for avoidance by Grantee of any of its obligations under this Section 9.4.

9.4.10 The indemnifications under this section 9.4 shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

9.4.11 These indemnity provisions shall survive the expiration or termination of this Franchise.

9.5 Environmental Liability

Grantee shall at its own cost, expense, and liability, comply with all applicable laws, statutes, rules, and regulations concerning Hazardous Substances that relate to Grantee's Cable System. "Hazardous Substances" shall mean any material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. Grantee shall be solely and separately liable and responsible for the containment, remediation and/or clean-up of any release of Hazardous Substances directly arising from or relating to Grantee's Cable System. Grantee shall indemnify, defend and hold the City harmless from any fines, suits, procedures, claims, costs, damages, expenses, attorneys' fees and actions of any kind arising out of or in any way connected with any release(s) of Hazardous Substances directly arising from or related to Grantee's Cable System. This indemnity includes, but is not limited to:

(1) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances;

(2) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages;

(3) liability for the City's costs of responding to Hazardous Substances; and

(4) liability for any costs of investigation, abatement, mitigation, correction, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws.

9.6 Security

Pursuant to RCW 35A.47.040, Grantee shall provide a performance bond in the amount of twenty thousand dollars ($20,000) (the "Security") to ensure the faithful performance of its responsibilities under this Franchise and applicable law. Grantee may be required to obtain additional security, such as generally applicable construction bonds, in accordance with the City's permitting requirements. Grantee shall pay all premiums or costs associated with maintaining the Security and shall keep the same in full force and effect at all times. Except as expressly provided herein or as otherwise specified in the City's construction permitting requirements, the Grantee shall not be required to obtain or maintain other security as a condition of being awarded the Franchise. Grantee shall file said Security with the City with the written acceptance of this Franchise.

SECTION 10. System Description and System Facilities

10.1 System Description

Grantee operates a hybrid fiber coaxial (HFC) fiber-to-the-node system architecture Cable System, with fiber optic cable deployed from its headend to nodes and tying into a coaxial system serving Subscribers. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted.

10.2 Technological Improvements

Throughout the Term of this Franchise, Grantee shall incorporate improvements in technology as necessary to reasonably meet the needs and interests of the community, in light of the cost thereof.

10.3 Technical Requirement

Grantee shall operate, maintain and construct the Cable System so as to continue the provision of high quality signals and reliable delivery of Cable Services. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electrical Code, and any other applicable federal law and the laws of the State of Washington, as amended (the "Technical Requirements").

10.4 Cable System Performance Testing

Grantee shall perform all tests on its Cable System as required by the FCC and shall maintain written records of its test results. Copies of such test results will be provided

to the City upon request. If the Cable System fails to meet any portion of a test, Grantee shall promptly take such measures as are necessary to correct any performance deficiencies identified as part of the technical testing. Sites shall be re-tested within five (5) Days following correction until correction has been confirmed and satisfactory results are obtained.

10.5 Additional Tests

Where there exists a pattern of poor technical performance or signal quality, the City may upon thirty (30) Days prior written notice, require Grantee to conduct performance testing. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report if requested, within thirty (30) Days after such testing. This report shall include the following information:

(1) The nature of the complaint or problem which precipitated the special tests;

(2) The Cable System component tested;

(3) The equipment used and procedures employed in testing;

(4) The method, if any, in which such complaint or problem was resolved; and

(5) Any other information pertinent to said tests and analysis which may be required.

10.6 Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that supply back-up power for at least two (2) hours duration throughout the distribution networks and four (4) hours duration at all nodes and hubs.

10.7 Emergency Alert System

The Grantee shall provide an operating Emergency Alert System (EAS) in accordance with the provisions of State and federal laws, including FCC regulations.

SECTION 11. Educational and Governmental Access

11.1 Access Channels

In order to meet the demonstrated community need for Access Channels and programming, upon one hundred-eighty (180) days prior written notice, Grantee shall make one Educational and Governmental (EG) Access Channel available to the City for its for use throughout the remaining Term of this Franchise. Access Channel shall be made available at no extra charge to Subscribers on Grantee's lowest tier of service.

11.2 Change in Cable System Technology

In the event Grantee makes any change in the Cable System technology, which affects the signal quality or transmission of any Access Channel programming, Grantee shall take all necessary technical steps to ensure the delivery of Access programming is not diminished or adversely affected.

11.3 Management and Control of Access Channel

Grantee does not have any editorial Control over the Access Channel programming. The City may authorize Designated Access Providers to Control, operate, and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of the Access Channel. The City or its designee may formulate rules for the operation of the Access Channel. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider. Grantee shall cooperate with City and Designated Access Providers in the use of the Cable System for the provision of Access Channel.

11.4 Underutilized Access Channel

Grantee and the City agree that it is their mutual goal to fully and efficiently use the Channel capacity of the Cable System, which may include Grantee's use of underutilized Access Channel. If Grantee believes that any Access Channel is underutilized, it may file a request with the City to use that Access Channel. The City shall in its sole discretion render a decision regarding the matter within sixty (60) Days of receiving the request. Should the City find that the Access Channel may be used by Grantee, then Grantee may begin using such Channel ninety (90) Days after receipt of the decision. If a Designated Access Provider wants to begin using the Channel and has adequate amounts of programming to place on the Channel, then upon sixty (60) Days written notice from the City, Grantee shall discontinue using the Access Channel.

11.5 Access Channel Location

Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. Grantee shall provide to the City a minimum of sixty (60) Days notice, and use its best efforts to provide ninety (90) Days notice, prior to any relocation of its Access Channel, unless the change is required by federal law, in which case Grantee shall give the City the maximum notice possible. In the event of Access Channel relocation, Grantee shall provide notice to Subscribers in the same manner as notice is provided for any other Channel relocation.

11.6 Support for Access Capital Costs

In an effort to meet the demonstrated community need for Access programming, Grantee shall collect from Subscribers and remit to the City an EG Fee that may be used for Access related capital expenditures, such as production equipment or a studio.

11.6.1 Upon 90 Days from the written notice, Grantee shall collect from Subscribers an amount up to twenty-five ($.25) cents per Subscriber per month ("EG Fee"). Subsequently, this EG Fee amount may be modified or waived by the City as determined by the City Council no more than once each year, and the EG Fee shall be no greater than twenty-five ($0.25) cents per Subscriber per month in the Franchise Area. Grantee shall remit the EG Fee at the same time as quarterly Franchise Fee payments.

11.6.2 Grantee shall not be responsible for paying the EG Fees with respect to gratis or Bad Debt accounts. The City can inquire as to the status of any such accounts, and Grantee agrees to meet with the City, upon request, to discuss such matters as necessary.

11.6.3 The City shall have the discretion to allocate the EG Fees in accordance with applicable law and shall submit a summary of capital expenditures from the EG Fees to Grantee within sixty (60) Days of the end of each calendar year. The summary shall include financial information showing all EG Fees received, EG expenses used for EG Access purposes and the ending balance.

11.6.4 To the extent the City makes Access capital investments using City funds prior to receiving the EG Fees, the City is entitled to apply the EG Fee payments from Grantee toward such City capital investments necessary for the programming of its Access Channels. The City and Grantee agree that any EG Fees shall be referred to on Subscribers' bills as an "EG Fee," or language substantially similar thereto.

11.6.5 The EG Fees provided for in this Section shall not be offset or credited against any Franchise Fee payments.

SECTION 12. Enforcement of Franchise

12.1 Notice of Violation or Default

In the event the City believes that Grantee has not complied with a term or provision of the Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem within a reasonable time frame, the City shall then notify Grantee in writing of the exact nature of the alleged noncompliance (the "Noncompliance Notice").

12.2 Grantee's Right to Cure or Respond

Grantee shall have thirty (30) Days from the receipt of the City's Noncompliance Notice:

(1) to respond to the City, contesting the assertion of the alleged noncompliance or default;

(2) to cure such default; or

(3) in the event that, by nature of the default, such default cannot be cured within the thirty (30) Day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

12.3 Public Hearing

In the event Grantee fails to respond to the City's Noncompliance Notice or that the alleged default is not remedied within thirty (30) Days or the date projected by Grantee (provided such projection is also acceptable to the City), the City may schedule a public hearing to investigate the alleged default. Such public hearing may be held no less than thirty (30) business days therefrom. The City shall notify Grantee in writing of the time and place of such hearing and provide Grantee with a reasonable opportunity to be heard, to present evidence in its defense, and to question witnesses.

12.4 Options Following Public Hearing

If, after the hearing, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall

order Grantee to correct or remedy the default or breach within such reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

(1) Pursue the revocation of this Franchise pursuant to the procedures in Section 13 in the event of a material breach of this Franchise; or

(2) Pursue any other legal or equitable remedy available under this Franchise or any applicable law.

SECTION 13. Liquidated Damages

13.1 Liquidated Damages

The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City, the sums set forth below for each Day or part thereof that Grantee shall be in breach of specific provisions of this Franchise. Such amounts are agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise.

13.1.1 Subject to the provision of written notice to Grantee and a thirty (30) Day right to cure period, the City may assess against Grantee liquidated damages as follows: one hundred dollars ($100.00) per Day for failure to provide the Access Channel(s); one hundred fifty dollars ($150.00) per Day for each material violation of the Customer Service Standards; fifty dollars ($50.00) per Day for failure to provide reports or notices as required by this Franchise; and up to two hundred dollars ($200.00) per Day for any other material breaches of the Franchise.

13.1.2 City shall provide Grantee a reasonable extension of the thirty (30) Day right to cure period described in Section 13.1.1 if Grantee has commenced work on curing the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) Days from the written notice of default.

13.1.3 If liquidated damages are assessed by the City, Grantee shall pay any liquidated damages within forty-five (45) Days after they are assessed. Liquidated damages may be assessed for no more than seventy-five (75) Days for any individual incident.

13.1.4 In the event Grantee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies Grantee that there has been a violation.

13.2 Recovery of Amounts

The recovery of amounts under Section 9.6 and 13.1.1 shall not be construed as a limit on the liability of Grantee under the Franchise or an excuse of unfaithful performance of

any obligation of Grantee. Similarly, the imposition of liquidated damages is not intended to be punitive, but rather, for City cost recovery purposes.

SECTION 14. Termination of Franchise

14.1 Revocation

Notwithstanding Sect. 2.8, this Franchise may be revoked and all rights and privileges rescinded if:

(1) There is an uncured violation of any material obligation under this Franchise;

(2) Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(3) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;

(4) There is a foreclosure or involuntary sale of the Cable System;

(5) Grantee willfully fails to provide services as specified in this Franchise;

(6) Grantee becomes insolvent or if there is an assignment for the benefit of Grantee's creditors; or

(7) There is a pattern or practice of material violation of any requirement of this Franchise.

14.2 Grantee Without Fault

Notwithstanding Section 14.1, none of the foregoing shall constitute a material violation or breach if Grantee is without fault or if the violation or breach occurs as a result of circumstances beyond Grantee's reasonable Control. Grantee shall bear the burden of proof in establishing the existence of such circumstances.

14.3 Revocation Notice

Should the City seek to revoke this Franchise after following the procedures set forth in this Section 14, the City shall give written notice to Grantee of such intent to revoke this Franchise. This notice of intent to revoke ("Revocation Notice") is in addition to the Noncompliance Notice pursuant to Section 12.1. The Revocation Notice shall set forth the specific nature of the noncompliance. Grantee shall have thirty (30) Days from receipt of such Revocation Notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek revocation of the Franchise at a hearing in front of the City's Hearing Examiner (the "Revocation Hearing"). The City shall cause to be served upon Grantee at least thirty (30) Days prior to the Revocation Hearing a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

14.4 Revocation Hearing

At the Revocation Hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the testimony of Persons as permitted by law, and to question and/or cross examine witnesses. The Revocation

Hearing shall be on the record and a written transcript shall be made available to Grantee within ten (10) business days.

14.5 Findings and Conclusions

Following the Revocation Hearing, the Hearing Examiner shall be provided up to thirty (30) Days to submit its proposed findings and conclusions in writing to the City Council and Grantee and thereafter the City Council shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event or default has been cured or will be cured by Grantee. The City Council shall also determine whether to revoke the Franchise based on the information presented or, where applicable, grant additional time to Grantee to effect any cure. If the City Council determines that the Franchise shall be revoked, the City Council shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of the City Council to an appropriate court, which shall have the power to review the decision of the City "de novo". Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within thirty (30) Days of Grantee's receipt of the determination of the City.

14.6 Enforcement in Lieu of Revocation

The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

14.7 Technical Violation

The City agrees that it is not its intention to subject Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

(1) Instances or matters where a violation or a breach of the Franchise by Grantee was good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or on the City; or

(2) Where there existed circumstances reasonably beyond the Control of Grantee and which precipitated a violation by Grantee of the Franchise, or which were deemed to have prevented Grantee from complying with a term or condition of the Franchise.

SECTION 15. Miscellaneous Provisions

15.1 Authority and Changes in the Law

The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City. Grantee and the City shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the Effective Date of this Franchise. Grantee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

15.2 Actions of Parties
In any action by the City or Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

15.3 Amendments
Amendments to this Franchise shall be mutually agreed upon, in writing by the parties.

15.4 Attorneys' Fees
If any action or suit arises in connection with this Franchise (excluding Franchise renewal proceedings), attorneys' fees, costs and expenses in connection therewith shall be paid in accordance with the determination by the court.

15.5 Binding Acceptance
This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

15.6 Captions
The captions and headings of Sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of this Franchise. Such captions shall not affect the meaning or interpretation of this Franchise.

15.7 Costs to be Borne by Grantee
Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise. The City Clerk shall publish a summary of Ordinance 24-0603 approving the Franchise in the official newspaper of the City with Grantee solely responsible for the cost of said publication.

15.8 Cumulative Rights
Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

15.9 Entire Franchise
This Franchise, including the Attachments, embodies the entire understanding and agreement of the City and Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

15.10 Force Majeure
Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such

noncompliance or alleged defaults occurred or were caused by strike, riot, war, pandemic, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Grantee's ability to anticipate or Control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

15.11 Governing Law

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington as amended, federal law including the Cable Act as amended, any applicable rules, regulations, court decisions, and orders of the FCC as amended and applicable local laws now existing or hereafter amended or adopted.

15.12 Equal Employment Opportunity

Grantee shall comply with all applicable federal and State laws affording nondiscrimination in employment to all individuals regardless of their race, color, religion, age, sex, national origin, sexual orientation or physical disability.

15.13 Modification

No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument in writing, duly executed by the City and Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution, ordinance or order by the City, as required by applicable law.

15.14 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

15.15 Notices

All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class, registered or certified mail, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:
City of Kenmore
City Clerk
18120 68th Avenue NE
Kenmore, WA 98028

To the Grantee:
Comcast Cable Communications Management, LLC
Government Affairs Dept.
900 132nd Street SW
Everett, WA 98204

15.16 No Third-Party Beneficiaries
Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

15.17 Reservation of Rights
Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, Grantee or City may have under Federal or State law unless such waiver is expressly stated herein.

15.18 Preemption
In the event that federal or State law preempts a provision or limits the enforceability of a provision of this Franchise, the provision shall be read to be preempted to the extent required by law. In the event such federal or State law is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no reinstated under the law, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or Grantee.

15.19 Recitals
The recitals set forth in this Franchise are incorporated into the body of this Franchise as if they had been originally set forth herein.

15.20 Severability
If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

15.21 Venue
The venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or the King County Superior Court.

15.22 Waiver
The failure of either party at any time to require performance by the other of any provision hereof shall in no way be a waiver thereof unless specifically waived in writing. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.23 Independent Review
The City and Grantee each acknowledge that they have had opportunity to receive independent legal advice in entering into this Franchise and that both the City and Grantee understand and fully agree to each and every provision of this Franchise.

The provisions of this franchise agreement are agreed to and hereby accepted. By accepting this franchise agreement, The City and Grantee agree to perform and be bound by each and every term and condition of this franchise agreement.

.

CITY OF KENMORE	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC
By:_____	By:_____
Its:_____	Its:_____
Dated:_____	Dated:_____

EXHIBIT A
MUNICIPAL BUILDINGS AND PUBLIC SCHOOLS CURRENTLY PROVIDED FREE CABLE SERVICE

Kenmore City Hall:* 18120 68th Avenue NE

Northshore Fire District Headquarter Station #51: 7220 NE 181st Street

King County Library System Kenmore Library: 6531NE 181st Street

Northshore Utility District Headquarters: 6830 NE 185th Street

Northshore Fire Station #54** 15036 70th Avenue NE

Inglemoor High School: 15500 Simonds Road NE

Kenmore Middle School: 20323 66th Avenue NE

Arrowhead Elementary School: 6725 NE Arrowhead Drive

Kenmore Elementary School: 19121 71st Avenue NE

Moorlands Elementary School: 15115 84th Avenue NE

King County Police Precinct** 18118 73rd Avenue NE

* For this location only, the Franchisee has provided up to 3 outlets at no additional charge to the City.

**If occupied by a government agency

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic: Resolution 24-412 Adopting the City of Kenmore 2022-2026 Comprehensive Emergency Management Plan (CEMP)

Proposed Council Action/Motion:
Motion to adopt Resolution 24-412 adopting the City of Kenmore 2022-2026 Comprehensive Emergency Management Plan (CEMP)

For Council Meeting Agenda of: 3/18/24

Department: Community Development

Prepared by: Debbie Bent, Community Development Director

	Initial & Date
Approved by Department Head:	DB 3/4/24
Approved by City Attorney:	N/A
Approved by Finance Director:	N/A
Approved by City Manager:	RK 3/4/24

Attachments/Exhibits:
1. Resolution 24-412 Adoption of the 2022-2026 Comprehensive Emergency Management Plan (CEMP).
2. 2022-2026 City of Kenmore CEMP
3. Promulgation Letter
4. 1/3/24 Letter from State Emergency Management Division

Summary: Staff recommends that Council adopt Resolution 24-412 (Attachment #1) that adopts the City of Kenmore 2022-2026 Comprehensive Emergency Management Plan (Attachment #2).

Information/Background: Washington state law requires all cities, towns, and counties to adopt and update comprehensive emergency management plans (CEMPs) and participate in emergency planning and disaster preparedness. The City's last CEMP update was in 2016. Periodic updates occur approximately every six years. The City is a member of the Northshore Emergency Management Coalition (NEMCo) with the City of Lake Forest Park. Kevin Lowery, Emergency Manager for NEMCo coordinated the 2022-2026 CEMP update with city staff and worked with the State Emergency Management Division on compliance (See Attachment #4). Attachment #3 is a promulgation letter which will be included with the CEMP when distributed.

Fiscal Consideration: staff time

City Council Priority or Budget Objective Being Addressed: Priority #6 enhance public safety.

CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 24-412

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, ADOPTING THE 2022-2026 COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

WHEREAS, the ability of a jurisdiction to manage an emergency or disaster is critical to the protection of life, property, and the environment; and

WHEREAS, the CEMP provides a framework for effectively preparing for, responding to, recovering from, and mitigating the impacts of emergencies and disasters; and

WHEREAS, the CEMP outlines the roles and responsibilities of various City departments, agencies, and partners throughout all phases of emergency management; and

WHEREAS, every effort has been made to ensure that the CEMP is compatible with King County and Washington State CEMPs, the National Response Framework, the National Incident Management System (NIMS), the Revised Code of Washington, as well as other federal, state, county, and local regulations; and

WHEREAS, the CEMP has been reviewed and acknowledged as compliant with RCW 38.52.070 by the Washington State Emergency Management Division; and

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

Section 1. The City Council of the City of Kenmore hereby adopts the 2022-2026 CEMP as attached hereto as Exhibit A, for the City of Kenmore.

Section 2. The City Manager is hereby authorized and directed to take whatever steps are necessary to help ensure the successful implementation of the CEMP referenced in Section 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS 18th DAY OF MARCH 2024.

CITY OF KENMORE

_____
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

_____
Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

_____
Dawn Reitan, City Attorney

City of Kenmore

2022 – 2026

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

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INTRODUCTION

The City of Kenmore *Comprehensive Emergency Management Plan* (CEMP) describes the basic strategies, assumptions, objectives, and operational protocols which will guide the City's emergency management efforts through preparedness, response, recovery, and mitigation. To facilitate effective operations, the Kenmore CEMP utilizes an Emergency Support Function (ESF) approach. Each ESF identifies the City Department(s) primarily responsible for organizing response actions related to that ESF, as well as support departments and agencies.

The Kenmore CEMP is designed to be flexible, adaptable, and scalable. It articulates the roles and responsibilities among City Departments, contract service providers, and community partners. The CEMP includes a Basic Plan and supplemental documents that provide more detailed information to assist City officials and others implementing the CEMP. The Kenmore CEMP is organized as follows:

- Basic Plan – The Basic Plan describes the process for preparedness, response, recovery, and mitigation activities within the City of Kenmore.
- Emergency Support Functions (ESFs) – The ESFs describe, in more detail, responsibilities and processes necessary for specific response actions.
- Incident Specific Annexes – Each Annex outlines the response to a specific event or situation. The Kenmore CEMP includes annexes for Evacuation; Damage Assessment; Animal Protection; and Disaster Debris Management.

To align with the National Incident Management System (NIMS) guidance as directed by Homeland Security Presidential Directives, the City of Kenmore (City) has adopted the term "incident" for what historically has been referred to as an emergency and/or disaster. For the purposes of this document, an incident is defined as any situation natural, technological, or human-caused that may present a real, perceived, or anticipated threat to the city and/or its community.

The intent of the CEMP is to reduce the possible consequences of an incident, by preventing loss of life, limiting damage to infrastructure and private property, as well as supporting the City's return to normalcy. This document will help direct preparedness activities by ensuring the city is taking a whole community approach to planning and mitigation activities prior to any incident. Once an incident occurs within the City, the CEMP is engaged, at the discretion of the City's senior leadership, to guide response and recovery activities. The nature of the incident will dictate which plans and procedures are initiated, as well as which ESFs may be required.

Upon being signed by the Kenmore City Counsel, this version will supersede all previous versions of the is plan. Incident Specific Annexes will remain in effect until updated, replaced, or declared no longer applicable by separate or independent documentation.

This page is intentionally black as a place holder for the City of Kenmore's Promulgation Document to be signed by the City of Kenmore City Council after the document's review by the State Department of Emergency Management

RECORD OF CHANGES

NUMBER	DATE	SUMMARY OR CHANGE	MADE BY

RECORD OF DISTRIBUTION

NAME/TITLE	RECEIVING DEPARTMENT OR AGENCY	PLAN NUM.	DATE

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BASIC PLAN

SECTION I: MISSION AND PURPOSE

MISSION

To provide an emergency management organization that meets or exceeds Federal, State, and County requirements as well as to provide resources to minimize loss of life, protect property and natural resources, limit economic impact, and restore the City of Kenmore operations in the event of an emergency incident.

PURPOSE

This *Comprehensive Emergency Management Plan* (CEMP) is designed to coordinate with Federal, State, Tribal, King County, and Northshore Emergency Management Coalition (NEMCo) efforts, as well as to establish the structure for an organized and effective response to all incidents within the City. The plan defines common assumptions and policies, establishes a shared concept of operations, and pre-assigns functional responsibilities to appropriate disciplines, private and non-profit organizations, and government agencies. Through the implementation of this plan, the resources and capabilities of the public, private, and non-profit organizations are efficiently utilized to minimize the loss of life and property and to protect the environmental and economic health of the City.

SCOPE AND APPLICABILITY

It is the policy of the City, to protect lives, property, and environment and, in cooperation with other elements of the community, to carry out preparedness and mitigation activities, respond to all incidents, and coordinate the recovery effort for such events.

This Plan establishes a mutual understanding of authority, responsibilities, and functions of local government and provides a basis for incorporating essential non-governmental agencies and organizations into the area wide emergency management organization.

All directions contained in this Plan apply to preparedness and emergency activities undertaken by the City of Kenmore and supporting organizations necessary to minimize the effects of incidents and facilitate recovery activities.

The City's CEMP supports and is compatible with all Northshore Emergency Management Coalition (NEMCo) plans, the King County Regional Disaster Plan, and the emergency plans of the State of Washington and the Federal government. This document provides support to other plans required by the State and Federal Governments. Any conflict will be managed on a case-by-case basis.

The city government has the primary responsibility for the development and maintenance of the City's emergency plan, which provides the framework for the organizational activities during disaster operations. An essential piece is community education and preparedness programs for the community to assist them in developing self-sufficiency.

The city will plan for incident mitigation, preparedness, response, and recovery activities within the city. The city will plan for incidents, direct operations, mobilize and control resources, and mitigate the impact of incidents on the city within the limits of available resources and capabilities.

City government assets and resources are vulnerable to incidents. In addition, the city is severely limited to the extent of its resources for coping with a major incident. The city will respond to the extent possible, given the situation, available information, and resources, but makes no guarantee as to the completeness of preparedness and response activities expressed or implied by this Plan or any part therein.

The City of Kenmore provides on-going training and implementation of the Incident Command System (ICS) per the National Incident Management System (NIMS) for all types of incidents. Under the guidance of NIMS, this Plan addresses all activities related to local incident management, including mitigation, preparedness, response, and recovery actions.

AUTHORITIES

The City of Kenmore Comprehensive Emergency Management Plan has been developed under the authority of the following local, state, and federal statutes and regulations.

- King County Code (KCC)
  - 15.52, Emergency Powers
- State Revised Code of Washington (RCW)
  - 35.33, Budgets in Second and Third-Class Cities, Towns, and First-Class Cities Under Three Hundred Thousand
  - 38.52, Emergency Management, including Limited English Proficiency (LEP) requirements
  - 39.34, Interlocal Cooperation Act
  - 38.56, Intrastate Mutual Aid System
  - 42.56, Public Records Act
  - 49.60.400, Discrimination, Preferential Treatment Prohibited
  - 70.136, Hazardous Materials Incident
- Washington Administrative Code (WAC)
  - 118-04, Emergency Worker Program
  - 118.30, Local Emergency Management/Services Organizations, Plans and Programs
  - 296-62, General Occupational Health Standards
  - 296-824, Emergency Response

- Federal Public Law (PL)
  - PL 92-318, Title IX of the Education Amendments of 1972
  - PL 93-342, Disaster Relief Act of 1974, as amended by Public Law 100-707, the
  - Robert T. Stafford Disaster Relief and Emergency Assistance Act
  - PL 96-342, Improved Civil Defense Act of 1980, as amended.
  - PL 99-499, Superfund Amendments and Reauthorization Act (SARA) of 1986
  - "Federal Civil Defense Act of 1950," as amended.
  - PL 101-336, Americans with Disabilities Act (ADA) of 1990
  - PL 113-2, Sandy Recovery Improvement Act (SRIA) of 2013
- City of Kenmore
  - Municipal Code 8.30

SITUATION OVERVIEW

The City of Kenmore is defined by the Lake Washington shoreline and the King / Snohomish County boundaries and is centrally located along SR 522 between I-5 and I-405. It is a suburb community of Seattle, with a population of 24,050 as of 2021 and 72.5% of housing units being owner-occupied. In addition, the city features an innovative Town Square, Hangar community building, and City Hall, anchoring a walkable downtown core that puts local shopping, eateries, and community resources within walking distance of many residents.

The City's 6.3 square miles are situated at the north-eastern end of Lake Washington. The City's southern boundary begins south of the 316-acre Saint Edward State Park and Bastyr University. To the north, Kenmore ends at the Snohomish County line, where the adjacent Cities of Brier, Bothell West, and Bothell border it, with the City of Bothell continuing south to comprise much of Kenmore's eastern boundary. The City's western boundary is at the City of Lake Forest Park's city limit.

Kenmore is divided from east to west by the Sammamish River, which empties into the northeast portion of Lake Washington. This area of the shoreline of Lake Washington includes Log Boom Park, Saint Edwards State Park, the adjacent Inglewood Golf Club, as well as Kenmore Air Harbor, the largest seaplane-only passenger facility in the contiguous United States.

The city has been affected in the past and will be affected by Incidents that occur in the future. Through a process of hazard vulnerability analysis, it has been determined that the city is vulnerable to numerous technological, person-caused, and natural hazards. These hazards include wind, rain and snowstorms, earthquake, flood, landslide, common and private carrier accidents, search and rescue emergencies, civil disturbance, terrorist activity, acts of war, explosion, structural collapse, hazardous material incident, major fire, and energy and utility system failure. Additional information on these hazards and their

associated risks may be found in the Kenmore annex to the King County Regional Hazard Mitigation Plan, a separately published document.

ASSUMPTIONS

- An incident could cause significant loss of life, injury, property damage, and disruption of daily life and/or services in the City of Kenmore. These incidents may also create significant financial, psychological, or sociological effects on City residents, businesses, and the City's governmental organization.
- The information and procedures in the CEMP are the best information available at the time of documentation.
- City of Kenmore assets and systems may be damaged, destroyed, or overwhelmed by a major incident, and the City can only endeavor to make the best possible effort to respond and recover based on available information, resources, and the situation at the time.
- Mitigation and preparedness efforts may not be adequate to address all situations; existing knowledge will be leveraged and adapted to a specific incident.
- The city may not receive any or only limited assistance from nearby communities, federal, state, or county agencies during an incident.
- Initial response activities will rely on available City resources.
- It is reasonable to assume that, with impending incidents such as storms, a warning will be issued to enable some preparation prior to the incident. Other incidents such as earthquakes may occur with little or no advance warning.
- No-notice incidents may cause a delay in EOC activation.
- City leadership may not be immediately available or reachable during an incident.
- City departments have responsibility for supporting all phases of emergency and/or incident management.
- City staff are personally prepared for emergencies and understand that they may have to come to work during or after an incident.
- City staff may be personally impacted by an incident and unable to respond.
- Most community members will have the resources and ability to shelter-in-place at their residence for at least 48 hours, including special or vulnerable populations and the people or facilities that care for them.
- The city may not have enough resources to respond to all requests for assistance or to meet all community needs and will need to acquire resources from the private sector, mutual aid partners, non-governmental organizations (NGOs), or federal, state, or county organizations.
- The public will expect communications from the City about emergency instructions, available assistance, resources, and City actions to protect life, property, and the environment, provided in a method or language they can understand.
- The city will attempt to leverage as many communications and warning systems as appropriate during an incident.
- The City of Kenmore may be requested to provide support to other jurisdictions with both resources and shelter during emergencies and disasters not affecting the city.

LIMITATIONS

The information and procedures included in this plan have been prepared utilizing the best information and planning assumptions available at the time of preparation. There is no guarantee implied by this plan, as Kenmore's response resources may be overwhelmed, and essential systems may be dysfunctional. The City can only endeavor to make every reasonable effort to respond based on the situation, information, and resources available at the time the situation occurs.

SECTION II: CONCEPT OF OPERATIONS

WHOLE COMMUNITY INVOLVEMENT

The *whole community* is defined by the Federal government as a means by which residents, emergency management practitioners, organizational community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. The whole community includes individuals and families, including those identified as at-risk or vulnerable populations; businesses; faith-based and community organizations; nonprofit groups; schools and academia; media outlets; and all levels of government, including federal, state, local, tribal, and territorial partners.

The whole community approach in Washington State attempts to engage the full capacity of the public, private, and nonprofit sectors. This includes businesses, faith-based and disability organizations, and the public, including people with Access and Functional Needs (AFN), people covered under the Americans with Disabilities Act (ADA), people with Limited English Proficiency (LEP), as well as other culturally diverse populations and organizations. This engagement is in conjunction with the participation of local, tribal, state, and federal governmental partners.

The City of Kenmore, as well as any other agencies carrying out emergency response and providing disaster assistance within our jurisdiction, shall comply with all applicable non-discrimination provisions contained in RCW 49.60, Discrimination - Human Rights Commission, as well as in Public Law 110-325, Americans with Disabilities Act (ADA) of 1990 as amended with ADA Amendments Act of 2008.

The City acknowledges and agrees to comply with applicable provisions of federal civil rights laws and policies prohibiting discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal funds from discriminating on the basis of race, color, or national origin.

The City of Kenmore and its partners will also take reasonable steps to provide meaningful access for persons with Limited English Proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. The City understands that Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies issue guidance to grant recipients, assisting organizations like the City of Kenmore in understanding their language access obligations.

The Department of Homeland Security (DHS) published the required grant recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited

English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). This guidance provides helpful information such as how a grant recipient can determine the extent of its obligation to provide language services, selecting appropriate language services, and elements of an effective plan on language assistance for LEP persons.

The term Access and Functional Needs (AFN) has replaced “special needs,” “vulnerable,” “high-risk,” and similar terms. People with access or functional needs are those who may have additional needs before, during, or after an incident in functional areas including, but not limited to maintaining health, independence, communication, transportation, support, services, self-determination, and medical care. Individuals in need of additional response assistance may include people who have disabilities, who live in institutionalized settings, who are older adults, who are children, who are from diverse cultures, who have limited English proficiency or are non-English speaking, or who are transportation disadvantaged (National Preparedness Goal, September 2015).

Recognizing the important role of pets within the lives of many community members, the city recognizes that the Pets Evacuation and Transportation Standards (PETS) Act amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act to ensure state and local emergency preparedness operational plans address the needs of individuals with household pets and service animals following a major disaster or emergency.

LEADERSHIP’S INTENT

It is the intent of city leadership to implement a whole community approach throughout all emergency management efforts and plans. This includes addressing the needs of AFN, LEP, and ADA populations, as well as the Essential Needs of Children (ENC) when developing mitigation and preparedness programs and when directing response and recovery efforts as described in Section VII and ESF 5 of this document.

The city will maintain applicable plans to address the mobility, nutritional, and emotional needs of the whole community in a manner focused on ensuring that all community members have an equal opportunity to access and receive emergency preparedness and response services. It will also work to train its employees, first responders, and volunteer emergency workers to identify and communicate with these community members while seeing to these needs and their physical safety and protection. In cases involving minors, the city will further consider their reliance on caregivers as well as the increased importance of caring for their safety and protection.

EOC ACTIVATION

The city frequently experiences situations that may cause the need for short-term incident support. Examples include, but are not limited to, technology failures, multi-car collisions, civil unrest, construction site-related injuries, isolated power outages, water distribution

disruptions, or single-family structure fires. For these incidents the primary responding agency and/or NEMCo may provide support with logistics, communications, and/or situational awareness, as part of routine daily operations and without the need to establish or activate the EOC.

An incident may necessitate the support of incident management, including the potential for activation of an EOC, if it disrupts routine City operations, alters the community's ability to go about daily activities, or is as described in the hazard assessment section of the base plan. Examples include, but are not limited to, earthquake, terrorist attack, pandemic, hazardous materials release, landslide, regional power failure, or weather-related transportation disruptions.

The Kenmore Emergency Management Coordinator or the NEMCo Emergency Manager notifies City leadership and key staff of potential, currently occurring, and/or impending incidents that may require a response from the city. The Emergency Manager maintains and utilizes an email distribution list of identified key staff, or may call staff directly, to provide notification of a situation or use NEMCo's notification system (Code Red), to send information to City staff.

During the response to an incident where the Emergency Operations Center (EOC) has been activated, it will serve as the primary point of coordination for all efforts relating to the incident. As this primary point of coordination, it will also be responsible for ensuring the above legal requirements and intended response ideals are implemented appropriately regardless of which activation level is being utilized.

As part of their agreement with the Northshore Emergency Management Coalition (NEMCo), the City of Kenmore's EOC will be coordinated and managed by the NEMCo Emergency Manger. NEMCo's program facilitates the use of two EOC locations, the primary location at Shoreline Fire Department's Station 51 with a backup location at the City of Lake Forest Park City Hall. For the purposes of this document, references to the *Kenmore EOC* or *NEMCo EOC* are not locations specific. Rather, the EOC is referred to as the Kenmore EOC when only staffed by Kenmore staff or partners acting under the sole direction of the Kenmore City Manager and City Council. When the incident calls for a larger or regional response that requires the activation of all NEMCo partners and their staffs, the EOC will then be referred to as the NEMCo EOC.

The EOC is organized using standard National Incident Management System structure and is adaptable to fit the scale of most incidents within the city.

EOC ACTIVATION LEVELS

- **Level 3** – Monitoring Activation – Level 3 is typically a "monitoring" phase maintaining situational awareness and a state of readiness to call in additional

staffing resources. May operate for multiple operational periods but rarely includes 24/7 activities. May be onsite or remote.

- **Level 2** – Partial Activation – At this activation level, limited EOC staff positions are filled as needed and supporting ESFs are activated. May operate for multiple operational periods but rarely includes 24/7 activities. Most Level 2 Activations are onsite.
- **Level 1** – Full Scale Activation – All or most EOC staff positions will be filled, including incident-specific representatives. Operations typically occur 24/7 for multiple operational periods with federal, state, and/or county involvement for response and recovery support. Activations are onsite.

CONCEPT

The City of Kenmore administers an all hazard, whole community emergency management program that involves all City departments, special districts, service providers, and human service organizations in the city. The City of Kenmore's Community Development Department, in coordination with NEMCo, develops and implements the program.

The daily functions of the program include but are not limited to, delivering staff and public preparedness education and training, developing incident and emergency management-related plans, performing grants management, monitoring situational awareness, maintaining basic disaster supplies, sustaining EOC readiness including staff training and exercise, coordinating volunteer management, and participating in regional coordination efforts.

When an incident occurs, the city, in coordination with NEMCo, will determine if the incident requires the activation of the EOC. If the EOC is not activated, support may consist of, but is not limited to, resource acquisition and management, on-scene technical assistance as requested by Incident Command, internal and external information gathering and sharing, or other efforts identified to assist with incident management.

It is the policy of the City of Kenmore to conduct emergency and disaster preparedness and mitigation activities in accordance with National Incident Management System (NIMS) directives to reduce and minimize the effects of a major incident. Each Department within the city organization will take an active role in emergency planning, through coordination with NEMCo, and develop standard operating guidelines. It is the responsibility of the Director of each City Department to:

- Provide a designee and alternate, assigned as a member of the Emergency Planning Team, to actively participate in preparation and maintenance of the City's Comprehensive Emergency Management Plan.

- Establish a departmental line of succession to activate and carry out emergency disaster responsibilities.

- Develop the capability to continue operations during an incident and to carry out the responsibilities outlined in this plan.

- Develop departmental Standard Operating Procedures (SOP), which include the following:

    - Department chain of command.
    - Location for managing departmental emergency operations.
    - Departmental responsibilities, capabilities, and resources to include personnel, facilities, and equipment.
    - Information needed to manage the department during emergency operations and means of communication for obtaining that information.
    - Information on how the department will coordinate with the Emergency Operations Center.
    - Procedures to ensure that all department staff are aware of the Standard Operations Plan.

- The City Government, acting from the City Emergency Operations Center (EOC) will be the focal point of the emergency management organization of the city. Mitigation and preparedness actions will be developed and implemented by the appropriate City personnel. During and after a disaster, the City's emergency management organization will act on behalf of the EOC to mobilize and control City personnel and resources to respond and recover from disaster effects.

- Immediately following any event, all City departments will notify the EOC of their status and level of readiness. Prepare information on the availability of resources, and urgent needs. All Departments are to provide the EOC with a head count and preliminary building inspection of their work area.

- When a major incident occurs, City Department management shall use the following general checklist as a basis for managing disaster operation:

    - Report to the pre-determined site to manage department operations.
    - Account for personnel.
    - Access problems and needs.
    - Report situation, damages, and capabilities to the Emergency Operations Center.
    - Send designated representatives to the EOC.
    - Keep detailed and accurate records, document actions, costs, and updated situations.
    - Conduct operations utilizing the National Incident Management System.

- The EOC may be activated at the request of the City Manager, Emergency Manager, or any City Department head or designee when the level of operations requires it.

- City Departments are expected to carry out their responsibilities outlined in this plan, utilizing their best judgment. The Emergency Manager and EOC staff will act as advisors to the City Manager in dealing with problems caused by the disaster and in the coordination of the situation.

- The Emergency Planning Team, in coordination with the NEMCo Emergency Manager, shall be responsible for evaluating the situation to determine if a Proclamation of Local Emergency is necessary.

- When a major incident occurs, it is anticipated that City Departments and other responding agencies will organize their areas of responsibilities into manageable units. If agency resources cannot meet the needs created by the event, additional assistance may be requested through existing mutual aid or through the EOC. In the event of a Proclamation of Local Emergency, the deployment of resources will be coordinated through the City's EOC.

- When appropriate the NEMCo EOC may be activated by the NEMCo Emergency Manager or any member of the NEMCo governance board. Upon request, the City of Kenmore will send appropriate staff to the NEMCo EOC to facilitate coordination of activities and resources on behalf of the City and will serve as staff to the NEMCo EOC.

- In the event a situation is, or will become, beyond the capabilities of the resources of the city and those provided through mutual aid, the city may request assistance from NEMCo, King County Regional Communications and Emergency Coordination Center (RCECC), and/or the Washington State Emergency Management Division (WAEMD).

- During a disaster, common communications may fail. To re-establish communication all alternative resources will be used. Acceptable alternate resources include emergency support equipment provided by the regular service provider, establishment of communications by alternate service provide, and/or use of GMRS, FMS, as well as HAM radios for the establishment of effective communications.

- The registration of temporary emergency workers and volunteers is the responsibility of the NEMCo Emergency Manager and will be coordinated through the City's Human Resources Manager. Recruitment, registration, and training of volunteer emergency workers will be handled through NEMCo as part of their ongoing community preparedness and outreach programs.

OPERATIONS

To minimize the effects of a disaster, provide emergency response capabilities, and to facilitate recovery efforts the various elements of the Kenmore Emergency Management Organization and City Departments shall endeavor to provide services in the areas of mitigation, preparedness, response, and recovery from disasters to the best of their ability during all operational phases.

MITIGATION AND PREPAREDNESS PHASE

- Develop and maintain the City of Kenmore Comprehensive Emergency Management Plan.
- Develop hazard assessments and risk analysis in order to identify capabilities and resources that are required to enhance the ability to respond to disaster situations.
- Develop appropriate contingency plans and standard operating procedures in support of the Comprehensive Emergency Management Plan.
- Coordinate with other local, county, state, and federal agencies to assure cohesive working relationships and compatible emergency plans.
- Coordinate with volunteer organizations to assure cohesive working relationships and coordinated response.
- Conduct mitigation activities to protect city personnel, equipment, supplies, services, and properties as appropriate.
- Conduct training activities to enhance response capabilities.
- Conduct public education to enhance citizen self-sufficiency.

RESPONSE PHASE

- Make appropriate notifications and initiate actions to place emergency plans into effect while determining response priorities, initial incident objectives, strategies, and resource allocation.
- Activate and staff the Emergency Operations Center as required for the situation.
- Disseminate emergency warnings as appropriate.
- Take incident specific mitigation actions to protect public and private property.

- Initiate actions necessary to preserve life and property utilizing available resources.
- Conduct initial damage assessment and evaluate overall situation so as to gather as much information as possible to formulate appropriate assumptions that will aid decision makers.
- Coordinate response and support functions with outside agencies and volunteer organizations.
- Coordinate operations, logistics, and planning functions, ensuring a unified approach to decision making that addresses socioeconomic, demographic, accessibility, and appropriate risk considerations.
- Compile event status information and report to appropriate agencies internal and external to the EOC so that decision makers at all levels of the response have the appropriate information to aid them in forming and updating response assumptions.
- Prepare and maintain detailed documentation of events and activities.
- Provide public information and warning as appropriate.
- Prepare Proclamation of Local Emergency as appropriate.

RECOVERY PHASE

- Conduct damage assessment functions and assess community needs.
- Prioritize recovery projects and assign functions accordingly.
- Coordinate recovery efforts and logistical needs with supporting agencies and organizations.
- Prepare documentation of event, including event log, cost analysis and estimated recovery costs.
- Facilitate the establishment of disaster assistance centers to assist private business and citizens with individual recovery.
- Assess special community needs and provide information and assistance where appropriate.
- Incorporate long range plans into recovery and restoration activities.

SECTION III: DIRECTION, CONTROL, AND COORDINATION

NIMS INTEGRATION

The National Incident Management System (NIMS) is mandated by Homeland Security Presidential Directives, and provides a consistent, nationwide approach for Federal, State, local and tribal governments, the private sector, and non-governmental organizations to prepare for, respond to, and recover from, domestic incidents, regardless of cause, size, or complexity effectively and efficiently. To provide for interoperability and compatibility among Federal, State, local and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology.

It is the policy of the City of Kenmore that all emergency management activities be conducted in accordance with NIMS.

DIRECTION AND CONTROL

Direction and control of emergency management activities rests with the City Manager. The authority for direction and control of the organization and administration of the emergency management program is found in RCW 38.52 and Kenmore Municipal Code Chapter 8.30. Overall control during disaster response operations will be divided into three levels.

- **City Manager and City Council**: deal primarily with policy issues brought about by the disaster.
- **Emergency Planning Team**: coordinate disaster resources, monitor the disaster situation, and report to the City Manager and NEMCo Emergency Manager.
- **Field Operations**: operate in field locations or command posts and direct and coordinate disaster field operations.

Overall direction, control and coordination will normally be conducted through the EOC to support the overall community response to the disaster and to best coordinate efforts with NEMCo, county, state, and federal agencies.

The primary location for the EOC is **7220 NE 181st Street Kenmore WA 98028** at **Fire Station 51** in the community room. The alternate location for the EOC is located at the **Lake Forest Park City Hall Training Room** at **17425 Ballinger Way NE (Rm. 126)**.

The EOC may be activated to any level deemed appropriate for the level of disaster operations. It will be staffed by members of the Emergency Planning Team, NEMCo partner agency staff, and necessary support staff as required. Initial establishment of the EOC following activation will be the responsibility of the Emergency Manager.

Individual City Departments may designate alternate locations or field command posts for coordinating individual department operations. The individual in charge of a command post shall be responsible for keeping the EOC informed of their situation and activities and shall act in coordination with the incident objectives, strategies, and priorities established by the EOC.

The NEMCo Emergency Manager, in coordination with the Emergency Planning Team, is responsible for ensuring that emergency preparedness and mitigation activities, as well as the response to emergencies and disasters are effectively carried out within the city. The City Manager and City Council are responsible for city-wide policy decisions during times of incident or in anticipation of large-scale emergencies or disasters. These policy decisions are what will guide NEMCo and the Emergency Planning Team throughout their activities.

The day-to-day organizational structure of the City Departments shall be maintained as much as practical during emergency and disaster operations. Each City Department shall have a line of succession to the Director.

During an incident, overall direction, control, and coordination will normally be conducted through the EOC to support the overall community response to the incident and to best coordinate efforts with county, state, and federal agencies. The following list of management priorities, in order of importance, is provided to guide policy decisions during a disaster of significant magnitude:

1. Protect life and health.
2. Protect public and private property.
3. Develop and disseminate public information.
4. Protect the environment.
5. Restore essential services and facilities.
6. Minimize economic disruption to the community.
7. Preserve existing institutions and organizations.

ON-SCENE MANAGEMENT

In compliance with the National Incident Management System (NIMS), on-scene management of emergencies will follow the Incident Command System (ICS) as published by the National Fire Academy and the National Emergency Management Institute. The functions of the Incident Command System include but are not limited to:

- **Incident Commander** - Directs on-scene operations.
- **Safety Officer** - Oversees safety of operations at the scene.
- **Liaison Officer** - Coordinates information with support function groups.
- **Public Information Officer** - Coordinates media relations and emergency public information. This shall be done in cooperation with the EOC when activated.

- **Operations Section** - Implements strategic and tactical actions at the incident scene, perimeter control, evacuation, fire suppression, rescue, clean-up, emergency medical, and decontamination.
- **Logistics Section** - Responsible for communications, transportation, supplies, and special equipment.
- **Planning Section** - Responsible for situation and resource status reports, documentation, incident planning, technical advisors, and demobilization.
- **Intelligence** – Responsible for the collection and coordination of intelligence information.
- **Finance/Administration Section** - Responsible for contracts, timekeeping, cost analysis, compensation, claims.

The Incident Commander is the on-scene manager responsible for direction and control at the scene of the incident. The Incident Commander shall utilize the positions within the Incident Command System as deemed necessary at the time of the incident. The Incident Command System should only activate to the level necessary for efficient operations. It is the responsibility of the Incident Commander to:

- Assess the situation.
- Develop incident organization objectives, action plans and priorities.
- Ensure safety issues are addressed.
- Contact appropriate agencies, dispatch, or the EOC to request necessary resources.
- Keep the EOC informed of field activities.

When more than one agency participates in response at the scene, the Incident Commander and other responding agencies should coordinate to ensure each agency's objectives are identified. As necessary, a unified command should be implemented. Personnel working in support of the Incident Commander will maintain the normal chain of command through their respective agency and will conduct tasks through on-site command personnel or the EOC when instructed.

WAC 296-824-50010 requires that the Incident Command System be used in responses to hazardous materials incidents and outlines specific requirements of the Incident Commander.

When the situation warrants, the Incident Commander may appoint a Public Information Officer to work with the news media at the incident scene. This may include coordinating media releases and arranging contacts between the media and response agencies. When possible, information released to the media should be coordinated through the EOC. The Public Information Officer shall be responsible for communicating released information to the EOC.

COORDINATION

Coordination of emergency activities and information among local, state, federal and private sector agencies serving the City of Kenmore shall be done through the EOC and NEMCo.

Communications during an incident will be through communications systems currently established within the city organizations. Back-up and supporting communication activities will be provided by organized volunteer radio operators assigned through NEMCo.

Emergency warning and public information will be communicated to citizens via local media through the designated Public Information Officer (PIO), and utilizing existing City communications systems (i.e., the Alert Northshore - Emergency Management Notifications). Activation of the Emergency Alert System (EAS) and the Alert King County system may be requested through NEMCo.

PROCLAMATION OF EMERGENCY

The Proclamation of Local Emergency is made by the City Manager and is the legal method by which the use of extraordinary measures to accomplish tasks associated with disaster response is authorized. The proclamation is normally a prerequisite to state and federal disaster assistance. The Proclamation of Local Emergency must be ratified by the City Council as soon as practicable following the emergency.

The City Manager or designee shall cause any proclamation made to be delivered to all news media within the City and shall use other methods as necessary, to give notice of such declaration to the public.

The proclamation authorizes the City to take necessary measures to combat a disaster, protect persons and property, provide emergency assistance to victims of the disaster, and exercise the powers vested in RCW 38.52.070 without regard to formalities prescribed by law (except mandatory constitutional requirements). These include but are not limited to rationing of resources and supplies, curfew, budget law limitations, competitive bidding process, publication of notices, provisions pertaining to the performance of public work, entering contracts, incurring obligations, employment of temporary workers, rental of equipment, purchase of supplies and materials, levying of taxes and the appropriation and expenditure of public funds.

- The City Manager shall be responsible for the preparation of emergency proclamations.

- The Emergency Management Coordinator will notify NEMCo when a proclamation of local emergency is made.

- The NEMCo Emergency Manager or designee shall notify the King County Executive and the Emergency Management Division of the Washington State Military Department when any NEMCo jurisdiction proclaims a local emergency.

SAMPLE EMERGENCY PROCLAMATION

The City Manager of the City of Kenmore has determined that the (**type of event**) has/will cause (**type of damage**) in the City of Kenmore, and (**Incident Description**), and,

These problems have created a threat to life and property, and

All available resources are/will be committed to disaster work, and

The city requires supplemental assistance, and

The severity of this disaster is beyond the capability of local resources:

Therefore, this event constitutes an emergency as defined by the City of Kenmore Emergency Operations Plan and necessitates the utilization of emergency powers granted under Chapter 38.52.070 RCW;

Therefore,

IT IS PROCLAIMED BY THE CITY OF KENMORE:

Signed _____ Date_____

REQUEST FOR EMERGENCY ASSISTANCE

In the event a situation is beyond the capability of local and pre-designated mutual aid resources, the Emergency Manager will request additional resources through King County Office of Emergency Management for county, state, and federal assistance, as necessary.

Requests to the Governor to declare a State of Emergency are made by the County Executive through King County Office of Emergency Management. This declaration by the Governor is necessary to obtain federal disaster relief funds.

DEMOBILIZATION AND RECONSTITUTION

When the Emergency Manager, or designee, determines that the activation of the EOC is no longer required, he/she will issue instructions for demobilization from emergency management activities at the conclusion of the emergency event. These instructions will take into account the completion of any documentation that will be required in order to ensure the proper reimbursement of assisting agencies, both through the mutual aid process as well as further reimbursement due to state or federal disaster declarations.

If the incident or related response activities required the activation of any or all of the City of Kenmore's Continuity of Government/Operations plan, the Emergency Manager, or designee, will issue instructions on the reconstitution of normal government and response operations. These instructions will be implemented prior to the complete demobilization of the EOC to ensure there is no loss in capabilities during this process.

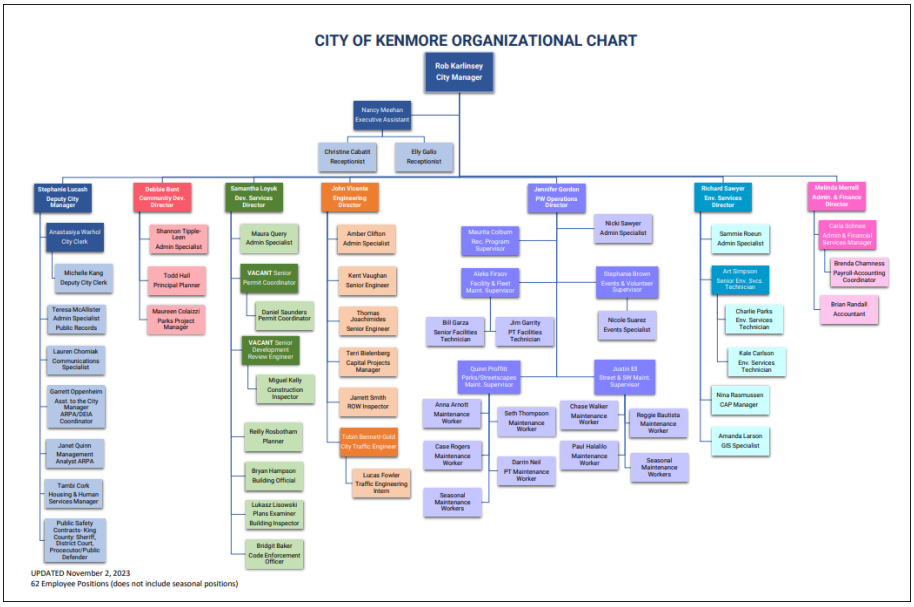
As part of the demobilization and reconstitution process, the Emergency Manager will conduct an After-Action Report (AAR) to identify areas of needed improvement, and updates to this Plan, its Annexes, Appendices, and Emergency Support Functions (ESFs). This review will incorporate feedback from all parties involved in the response, both field responders and EOC personnel. Incident feedback can be collected through initial hot washes conducted prior to demobilization, or by scheduling an incident de-brief after all resources have been demobilized. If the incident de-brief option is being implemented, a date for the de-brief should be selected and communicated prior to the start of demobilization.

SECTION IV: ORGANIZATION

GENERAL ORGANIZATION

The City of Kenmore operates under a Council/Manager form of government. The members of the City Council make up the legislative branch of government. The City Manager leads the executive branch and manages the day-to-day operations of the city. Both the executive and legislative branches of the City are responsible for overall policy direction within the City.

The City Manager has direct responsibility for the organization, administration, and operation of the emergency management program and direct responsibility for emergency operations within the City of Kenmore. The City Manager may appoint an Emergency Management Coordinator to assist with the execution of these duties. This position can be held by any department director noted in the organizational chart below.



Through an Inter-local Agreement, the Northshore Emergency Management Coalition (NEMCo) serves as the City's emergency management coordinating partner. NEMCo is an Emergency Management Organization created between the City of Lake Forest Park, City of Kenmore, King County Fire District No. 16 (Northshore Fire District), and Northshore Utility District. As of 2022, the Northshore Fire District has contracted with Shoreline Fire Department for the coordination of all fire operations within the Northshore Fire District and the Chief, or designee, acts as their representative to NEMCo.

NEMCo agrees that it is in the best interest of their local communities to administer and coordinate their emergency management plans and programs and shall act as a resource to help ensure efficient coordination of resources and unity of effort within the region. In doing so, NEMCo will work in cooperation with the Kenmore Emergency Management Coordinator and Emergency Planning Team to develop and maintain the CEMP. The

existence of the EM Coordinator and/or Emergency Planning Team doesn't prohibit the NEMCo Emergency Manager from reporting directly to the City Manager or conducting EM programs, plans, or trainings with other applicable city personnel.

The day-to-day organizational structure of Kenmore City Departments will be maintained as much as is practical for major emergency and disaster situations. City government will retain authority and ultimate responsibility for direction and control of its own disaster operations, use of resources and application for mutual aid within its own boundaries. Other public and private organizations, school districts and volunteer organizations may, under mutual agreement, operate in coordination with this plan.

CONTINUITY OF GOVERNMENT

The City shall provide continuity of government ensuring effective direction, control and coordination of emergency operations undertaken in accordance with this Emergency Operations Plan. Continuity of Government will ensure the preservation of public and private records essential to continued operations of government and continued City operations during and after emergencies or disasters.

During an impending or actual incident, the first personnel to be notified are the City Manager, NEMCo Emergency Manager, Chief of Police, Fire Chief, and Public Works Operations Director. The City Manager will be responsible for the notification of all City Council Members.

Succession of the Executive Branch of the City Kenmore government is as follows:

- City Manager
- Deputy City Manager
- Community Development Director

City Department Directors will designate successors to ensure continuity of leadership and operations.

Should a vacancy occur during or immediately following an incident, the line of succession for the position of Mayor is established as Deputy Mayor.

Succession takes when the City Manager, Department Director, or Mayor is unavailable to respond to the Emergency Operations Center within one hour of activation. The transfer of powers is terminated (or moves back up the chain) when the actual induvial in said position arrives.

If an incident reduces the number of City Council Members, those members available for duty shall have full authority to act in all matters as the City Council. Quorum requirements for the council shall be suspended for the period of the incident, and where the affirmative vote of a specified proportion of the council is required for approval of an ordinance or other action, the same proportion of those Council-members available shall

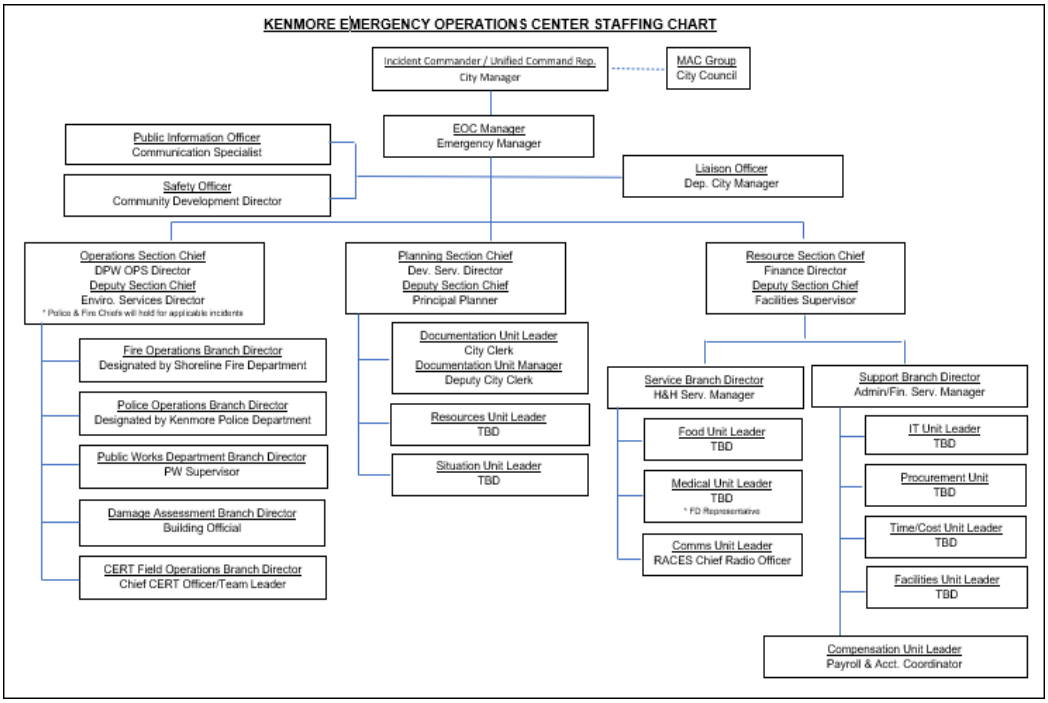
be sufficient. As soon as is practical, available council members shall act in accordance with the charter and state law to fill existing vacancies on the council. (RCW 42.14.450)

For continuity of government, RCW 42.14.450 provides for meetings of governing bodies of political subdivisions to be held at sites other than the usual places due to an incident when it becomes imprudent, inappropriate, or impossible to conduct affairs of the political subdivision at the regular place. RCW further provides that after any emergency relocation, the affairs of the political subdivision shall be lawfully conducted at the temporary location or locations for the duration of the emergency.

RCW Title 40 provides for local government officials to coordinate the protection of their essential records with the State Archivist and Director of the State Department of Emergency Management, to provide continuity of government under emergency conditions. The City of Kenmore, under the direction of the City Clerk, has provided for the preservation and protection of essential records through microfiche and/or off-site storage.

EMERGENCY MANAGEMENT ORGANIZATION

The Emergency Management Organization shall be compatible with the existing City organization and shall provide clear lines of authority and channels of communication. It will provide for the incorporation of existing staff having emergency response capabilities and those having support roles. The below image represents the organizational structure to be used during an EOC activation. However, the size and complexity of this structure can be adjusted in accordance with ICS and NIMS standards depending on the needs of the incident.



NORTHSHORE EMERGENCY MANAGEMENT COALITION

The Emergency Manager of the Northshore Emergency Management Coalition (NEMCo) provides coordination and recommendations for Comprehensive Emergency Management Plan development, ongoing maintenance, and related activities within the city in coordination with the Kenmore Emergency Management Coordinator. The NEMCo Emergency Manager provides coordination with outside agencies and organizations involved in emergency planning. The NEMCo Emergency Manager manages the Emergency Operations Center (EOC) during activation and interacts with outside agencies to coordinate emergency support activities. The NEMCo Emergency Manager serves as a permanent member of the NEMCo Board and may recommend emergency planning related policy.

To better aid in the planning and implementation of the CEMP and any associated plans or programs, the below matrix was developed to better illustrate the primary and supporting agencies for each Emergency Support Functions (ESFs). It should be noted that this matrix is representative of departments that are internal to the City of Kenmore or under direct contract for services by the City.

Department	ESF 1	ESF 2	ESF 3	ESF 4	ESF 5	ESF 6	ESF 7	ESF 8	ESF 9	ESF 10	ESF 11	ESF 12	ESF 13	ESF 14	ESF 15
City Management		P				S		S			S				P
Community Development					P	P						P		P	S
Development Services			S			S	S				P			S	
Engineering Department	S		S									S			
Public Works Department	P		P		S		S			S	S	S	S	S	
Environmental Services										S				S	
Admin and Finance Department			S				P							S	
Kenmore Police Department (KCSD)				S	S			S	S	S			P		
Shoreline Fire Department				P	S			P	P	P			S		
NEMCo		S			S		S		S				S		S
P = Primary Agency															
S = Support Agency															

EMERGENCY PLANNING TEAM

The Emergency Planning Team provides staff support, direction, and expertise in the development of the plan and all supporting documents. The Emergency Management Coordinator and the NEMCo Emergency Manager shall serve as co-chairs of the Team. The Team is comprised of key personnel designated by each City Department Director and members of outside professional and volunteer organizations having key roles in emergency preparedness, planning and response activities. Members of the Emergency Planning Team will normally staff the EOC as necessary during activation and coordinate the activities in their respective departments or area of responsibility during major emergencies and disasters.

The Emergency Planning Team consists of the following members:

- City Manager
- Deputy City Manager
- Emergency Management Coordinator

- Operations Director
- Engineering Director
- Environmental Services Director
- Finance & Administrations Director
- Community Development Director
- Development Services Director
- Communications Specialist
- Human Resource Manager
- Volunteer and Events Supervisor
- City Clerk
- Deputy City Clerk
- Public Records Officer
- Police Chief
- Fire Chief
- NEMCo Emergency Manager

SUB-COMMITTEES

Sub-committees as determined necessary by the Emergency Planning Team and the Team Co-chairs may include individuals from outside organizations. Sub-committees will be chaired by a member of the Emergency Planning Team. Oversight of sub-committee work will be the responsibility of the Emergency Management Coordinator or the NEMCo Emergency Manager.

SECTION V: RESPONSIBILITIES

GENERAL RESPONSIBILITIES

In order to address the 32 Core Capabilities defined by the National Preparedness Goal and to ensure that responsibility for prevention, protection, mitigation, response, and recovery is taken at the appropriate level of government, the City of Kenmore has outlined the below breakdown of critical tasks to be completed by the noted parties.

CITY COUNCIL

- Maintain continuity of the legislative branch of the local government.
- Appropriate funds to meet emergency needs.
- Adopt, at the earliest practical time, emergency ordinances and/or resolutions related to the protection of life and property.
- Appropriate funds to provide emergency preparedness programs and mitigation activities within the City.
- Provide for the coordination of visiting officials from other jurisdictions and levels of government.

CITY MANAGER AND DEPUTY CITY MANAGER

- Proclaim local emergency and activate Emergency Operations Center.
- Proclaim special emergency orders under Kenmore Municipal Code Chapter 8.30.
- Serve as City Director of Emergency Management and provide overall direction and control of emergency operations.
- Provide visible leadership to the community and make announcements to the media.
- Notify Kenmore City Council of the emergency and any response or recovery actions being taken.
- Issue notice of evacuation as appropriate.
- Provide direction for the reallocation of City funds to cover disaster related expenditures.
- Request assistance, when necessary, from the Northshore Emergency Management Coalition (NEMCo), as well as the King County Office of Emergency Management, Washington State Emergency Operations Center, and the Federal Emergency Management Agency (FEMA) through NEMCo.
- Manage and administer City staff in their emergency management duties.
- Enforce and administer provisions, laws, and ordinances governing the City.
- Plan, coordinate, and direct the work of City departments to prepare for, mitigate against, respond to, and recover from a disaster.
- Report to the City Council on general conditions, disaster circumstances, and the financial condition of the City.

- Advise the City Council regarding emergency policies for the City.
- Represent the City regarding the coordination of emergency response, mutual aid agreements, inter-local agreements, disaster recovery, etc.
- Approve mutual aid agreements.
- Oversee the Communications Specialist who acts as the Public Information Officer/Liaison for the City during a disaster.
- Oversee the development and implementation of continuity of government plans.
- Prepare and disseminate emergency public information.
- Assist the City's Volunteer and Events Supervisor in mobilizing and managing volunteers.
- Serve as Liaison to outside agencies for the City during a disaster.
- Coordinate disaster information handling.
- Coordinate, prepare, and write grants that will assist the city in recovery cost from regional, state, and federal agencies.
- Organize a "Media Room" separate from the EOC.
- Coordinate with NEMCo and other local jurisdictions when information is to be released.
- Coordinate plans for the redevelopment of affected housing units or residential areas.
- Identify, secure, and leverage recovery resources and funds to expedite the recovery process for the whole community.

NEMCo EMERGENCY MANAGER AND KENMORE EM COORDINATOR

- Assure that emergency preparedness, mitigation, response, and recovery activities are carried out within the City, through the CEMP and other programs.
- Provide expert technical assistance and information to the City Manager regarding emergency management, disaster response operations, and recovery.
- Assure that the Comprehensive Emergency Management Plan and supporting procedures are reviewed and updated at least annually.
- Conduct threat and hazard assessments routinely and develop appropriate plans to mitigate the risks identified through this process.
- Coordinate, through NEMCo, with King County Office of Emergency Management (Zone 1) and neighboring jurisdictions regarding emergency management and planning.
- Locate, configure, and equip the Emergency Operations Center (EOC).
- Develop procedures for activating, operating, and managing the EOC.
- Assist in developing and implementing a training program in emergency management tasks for City employees and volunteers.
- Ensure that emergency volunteers are registered as City emergency workers.
- Develop and conduct periodic emergency management exercises.
- Assist with the management of operations of the EOC during a disaster.
- Develop and coordinate a Community Preparedness Program.

- Maintain an emergency alert warning system to inform the community prior to, during, and throughout an incident.
- Coordinate mitigation and preparedness activities as appropriate.
- Register all emergency management volunteers as emergency workers.

CITY CLERK, DEPUTY CITY CLERK, AND PUBLIC RECORDS OFFICER

- Serve as custodians of official records and perform official certification.
- Coordinate on and oversee the City's Records Management Program.
- Identify critical documents and essential records.
- Assist departments in identifying, managing, and storing essential records.
- Develop and implement a disaster recovery program for essential records.
- Oversee the preparation and publishing of official legal notices.
- Maintain City Council databases of ordinances, resolutions, minutes, polices, etc.

CITY ATTORNEY

- Serve as chief legal advisor to the City.
- Provide legal advice to the City Council, City Manager, Deputy City Manager, and department heads regarding emergency response and recovery operations.
- Issue legal opinions.
- Interpret laws, rulings, and regulations.
- Draft ordinances, resolutions, contracts, and other documents relating to emergency operations.

FINANCE DIRECTOR

- Supervise the City's financial services staff.
- Oversee the central financial and management information system of the City.
- Manage and supervise the finance, accounting, and reporting operations of the City during a disaster, including all financial controls, audits, and reports. Ensure that proper documentation is maintained for all emergency-related expenditures.
- Supervise and direct the City's cash management functions; oversee the City's funds; maintain necessary banking relationships.
- Develop and implement emergency financial and procurement procedures as required. Coordinate with the City's bank and major vendors.
- Establish a unique project number for each disaster for all disaster related expenses.
- Establish provisions for emergency signature authority for City checks during an emergency.
- Coordinate with the City's bank to establish emergency provisions for cash and lines of credit.
- Gather, interpret, and report information on emergency costs and expenditures.
- Prepare and report data for recovery of disaster relief funds.

- Project the costs of various disaster recovery options; prepare fiscal plans and projected budgets for disaster recovery.
- Maintain databases on emergency resource providers (equipment and material).
- Manage the City's Risk Management functions.
- Coordinate applicable records required for accessing federal funding under any Stafford Act Declarations associated with the incident.

HUMAN RESOURCES MANAGER

- Develop and implement personnel policies and procedures for emergency operations, to include any special considerations for those employees with disabilities.
- Maintain master personnel files, to include current employee emergency notification information that is accessible during an emergency, ensuring confidentiality of materials in accordance with state and federal laws.
- Plan to staff the Emergency Operations Center, as requested.

PUBLIC WORKS DEPARTMENT

- Maintain and manage Public Works' assets.
- Provide technical assistance to Emergency Planning Team and City staff during disaster response and recovery operations.
- Oversee the operations of contractors, service providers, and emergency response agencies regarding public works projects and assets.
- Maintain master files of Public Works' projects, development construction records, street operations and maintenance, and other relevant documents. Advise the City Director of Emergency Management regarding codes, policies, and procedures for any response or recovery activity involving City roads, rights- of-way, or facilities.
- Coordinate debris removal, traffic control devices, road closures and protection of public property.
- Provide assessments of transportation routes, identify alternate routes and provide temporary traffic control measures.
- Provide damage assessments and emergency repairs for City-owned facilities.
- Provide response and recovery work progress reports to the EOC.
- Provide on-site direction and guidance to City employees and emergency volunteer workers during emergency operations; inspect work in progress to ensure compliance with codes and safety practices.
- Document emergency related activities and costs.
- Coordinate damage assessment and post disaster safety inspections of City buildings and facilities.
- Coordinate damage assessment disaster inspection of private business in the city.
- Coordinate private assessments and inspection resources.
- Expedite required inspection as appropriate for the permit process.

- Provide support to other departments in the damage assessment of City infrastructure.

CHIEF OF POLICE

Police services are provided to the City of Kenmore via a contract for services with the King County Sheriff's Office (KCSO).

- Attend Northshore Emergency Management Coalition (NEMCo) Board and NEMCo Council meetings.
- Establish and maintain law and order within City limits.
- Provide direction and control for evacuation efforts.
- Provide active security at the EOC, staging areas and perimeter during activation as appropriate.
- Traffic and crowd control, crime scene control, and mass care management.
- Assist with coordination of mitigation and preparedness activities as requested by the Deputy City Manager and/or City Manager.
- Assist in the provision of Critical Incident Stress Debriefing through coordination with Police Department Chaplain’s program.
- Assist in the mobilization and management of emergency volunteers.
- Assist in the development and presentation of emergency volunteer training.
- Assist in the development and presentation of community preparedness programs.

FIRE CHIEF

Fire Services are provided to the Northshore Fire District, which includes the City of Kenmore, via a contract for services with the Shoreline Fire Department.

- Fire prevention
- Fire suppression
- Emergency Medical Services
- Emergency rescue
- Damage assessment
- Hazardous Materials preparedness and response
- Evacuation management

COMMUNITY DEVELOPMENT DEPARTMENT

- Organize and conduct both short-term and long-range planning during emergency operations and recovery.
- Manage the gathering, analyzing, interpreting, and reporting of disaster related information including damage, response capabilities, and regional disaster conditions.
- Ensure that City ordinances, codes, and regulations are followed as much as possible.

- Provide an emergency permitting and inspection program for the repair and reconstruction of damaged buildings during the recovery period.
- Coordinate building and structural inspections for safety and habitability following a disaster. Close facilities or restrict occupancy/use as required.
- Maintain and manage Planning and Building assets.
- Coordinate inspections and recommendations with utility districts and other government entities. Provide enforcement of codes, occupancy policies, site safety and demolition as appropriate.
- Review building plans for code compliance and manage the inspection of construction activities.
- Assist in damage assessment and reporting.
- Manage and maintain the permit tracking and database system.
- Coordinate the implementation of social services programs, as appropriate, during emergency operations.
- Coordinate with social service organizations, relief agencies, the Red Cross, etc.
- Maintain liaison with organizations that perform outreach to at-risk populations, the elderly, and people with disabilities.
- Coordinate and manage the use of facilities as emergency shelters.
- Maintain and manage parks assets.
- Identify parks and other open areas that could be used for emergency debris deposit sites.
- Identify parks and other open areas that could be used for emergency tent housing.
- Assist in managing the activities of emergency volunteer workers during a disaster.

EXTERNAL AGENCY RESPONSIBILITIES

Realizing the importance of cooperation at all levels of government throughout the emergency management process, the City of Kenmore recognizes the valuable roles and responsibilities of the following external agencies and intends to cooperate with them in an effort to ensure the best interest of the whole community.

WASHINGTON STATE EMERGENCY OPERATIONS CENTER

- Through the Washington State Comprehensive Emergency Management Plan and the State EOC, coordinate all emergency management activities of the State.
- Assist and support local jurisdictions in minimizing the impact of emergencies and disasters.
- Coordinate requests for various services such as specialized skills, equipment, and resources in support of State and local government emergency operations.
- Promote resilience by implementing legislation that facilitates mitigation activities across all applicable core capabilities.
- Make the appropriate disaster declarations and requests for funds to the Federal government through the Stafford Act.

FEDERAL EMERGENCY MANAGEMENT AGENCY

Federal Emergency Management Agency (FEMA) – following a Presidential Declaration of an emergency and/or disaster, will:

- Aid state and local agencies to save lives, and protect property, the economy, and the environment.
- Facilitate the delivery of Federal response assistance to State and local governments.
- Ensure a free flow of commerce and the protection of privacy, civil rights, and civil liberties to better assist the State and local community in recovering from an incident.

PRIVATE SECTOR PARTNERSHIPS

- Share important information with all levels of the emergency management system.
- Partner with NEMCo and the City of Kenmore to develop continuity of operations/business continuity plans to increase overall community resiliency.
- Plan for and institute capital investment plans that focus on increasing the likelihood of maintaining operational/business continuity and decreasing vulnerabilities.
- Collaborate with NEMCo and the City of Kenmore in pre-disaster planning that can aid in identifying assistance that may be required past-disaster and how best that assistance can be provided.

NEMCo SPONSORED VOLUNTEER EMERGENCY WORKERS

The Northshore Emergency Management Coalition (NEMCo) sponsors a group of volunteers who are credentialed in accordance with the State of Washington's Emergency Worker Program via its partnership with the King County Office of Emergency Management. The core of this volunteer organization is based on the Community Emergency Response Team (CERT) and Radio Amateur Civil Emergency Service (RACES) programs. Members of the volunteer component of NEMCo are trained in relevant emergency response activities to include, but not limited to; disaster communications, sheltering operations for displaced persons and pets, search and rescue, sandbag and potable water distribution, fire fighter rehab, medical triage, and damage assessment.

As part of the process of onboarding new volunteers, NEMCo has also developed a policies and procedures that allow them to coordinate efforts with other volunteer community organizations as well as easily adapted to coordinate the efforts of individual community members who spontaneously arrive to volunteer incidents. This allows NEMCo to organize multiple volunteers in a manner that reduces risks associated with spontaneous volunteers while also directing them towards a common goal during the response.

LAW ENFORCEMENT ASSISTANCE

The King County Sheriff's Office is contracted by the City of Kenmore to be the agency of primary jurisdiction within the City under normal circumstances and during emergency operations. The Washington Mutual Aid Peace Officers Powers Act, RCW 10.93, provides law enforcement with mutual assistance capabilities between jurisdictions. Mutual aid agreements exist with local law enforcement agencies and various law enforcement agencies throughout the state. While requests for emergency assistance should be made in accordance with standard operating procedures, requests for supplemental law enforcement assistance pertaining to an incident should be made through the EOC.

Additional information on Law Enforcement Mutual Aid can be found in Emergency Support Function (ESF) 13 – Public Safety, Law Enforcement and Security.

EMERGENCY RESPONSE AND SUPPORT TEAMS (FIELD LEVEL)

Incident Management Assistance Teams (IMATs) may be available to assist in incident management, set up of response facilities, and provide expertise and capability. They may include representatives from the Federal Emergency Support Functions (ESF). They will make preliminary arrangements for Federal field facilities and initiate the establishment of the Joint Field Office (JFO).

DEFENSE SUPPORT OF CIVIL AUTHORITIES

The Department of Defense (DOD) is authorized to deploy support to local jurisdictions during disasters and emergencies after approval by the Secretary of Defense or at the direction of the President. The DOD responds to requests for assistance when local, state, and federal resources are overwhelmed. When deployed to assist civil authorities, command of Federal military assets remains with the Secretary of Defense.

Additional information can be found in Emergency Support Function (ESF) 20 – Defense Support to Civil Authorities.

SECTION VI: COMMUNITCATIONS

INTEROPERABLE COMMUNICATIONS PLAN

As part of the City of Kenmore's standard community outreach and communications program, the city uses numerous media platforms to share information with the public. These platforms include the posting of notices on various community boards, quarterly print newsletters delivered to every residence in the city, monthly e-newsletters sent via email to a list of subscribers, department organized alert systems that use email and text messages sent to a list of subscribers, as well as external media platforms such as local newspapers, radio stations, and TV news networks.

To help coordinate the messages related to emergency management activities that are released across these platforms the city has partnered with NEMCo to create a Disaster Communications Work Group. This group will meet regularly, not just during a disaster incident, to help ensure that preparedness and mitigation information is shared with the community throughout the year. They will also discuss challenges that can be faced when attempting to communicate with the whole community and work to find solutions that help the city and its partners to reach all segments of the population.

One solution identified is to partner with the King Count Trusted Partner Network to identify local volunteer ambassadors. These volunteers are coordinated through King County but work within their local community to share information with the segment of the population they represent in the format they feel will be most effective. These ambassadors are often from LEP communities. However, this is not a requirement, and a concerted effort is being made to expand representation to include community members with AFN and/or who are covered under the ADA, as well as other at-risk children, senior citizens, and community members experiencing homelessness.

Once fully in place, the partnerships described above will allow all levels of government and NEMCo, who administered the Alert Northshore disaster notification system, to share relevant disaster information, from preparedness through recovery, with the entire community in the format that best meets their needs.

PUBLIC INFORMATION AND WARNINGS

Providing current and accurate information to the public is of great importance following an incident. The City shall strive to provide any disaster communication, both emergency and general information, in a timely and coordinated manner. For the purposes of this Plan, the City of Kenmore defines *disaster communication* as communication relating to an emergency event that is outside the day-to-day communications of the city, *emergency information* as information which has direct relevance to the safety and/or health of the

citizens of Kenmore (i.e., evacuation orders and routes; boil water orders; shelter-in-place notices; curfews, etc.), and *general information* as routine information related to response or recovery actions (the such as debris pick-up schedules; permit fee schedules; facility hours of operation, etc.).

In preparation of incidents, NEMCo will work with the City of Kenmore to maintain a Disaster Communications Work Group described above. This group will be organized by the NEMCo Emergency Manager and consist of members of city staff who maintain communications capabilities. The goal of this work group during incident response will be to establish communications strategies that ensure disaster related information is accessible to the whole community in formats that can be clearly understood, are as accurate as possible, and ensure an appropriate level of transparency while also protecting information that may compromise operations.

During an incident, the City Manager, or designee, shall appoint a Public Information Officer who shall coordinate the dissemination of emergency public information through the Emergency Operations Center (See ESF 2 – Communications). The city's Communication Specialist, who is also a member of the Disaster Communications Work Group, will normally serve as the City of Kenmore's PIO. However, NEMCo may serve as the coordination point for press releases and public information on behalf of the city.

Any or all of the following methods may be used to relay disaster communications to the public:

- Activation of the Amateur Radio Services, requested through NEMCo.
- Activation of the GMRS/FMS neighborhood communications networks (currently in development), coordinated through NEMCo.
- Printed education and information materials, available through King County and NEMCo.
- Digital information via City website, social media, and email.
- Alert Northshore emergency notification system, managed by NEMCo, which is operated through King County's contract with Code Red and can send information via email, test message, TDD transmission, telephone call, and a mobile app.

It is anticipated that in some circumstances emergency public information may need to be released from field command posts, community points of distribution, or neighborhood hubs. In this event, the individual in charge of the location shall notify the EOC in a timely manner and provide detailed information regarding information released. The EOC will make every effort to keep the person in charge of the location as up to date as possible to help ensure current and accurate disaster information is being shared.

POST INCIDENT

In addition to the routine efforts of the Disaster Communications Work Group to identify communication challenges and address them, a detailed review of the effectiveness of all forms of communications will be built into the after-action report process. This process will be performed as part of all hot washes, de-briefs, and formal reports generated after any exercise or incident. To evaluate the effectiveness of the communication of life safety information, this review will specifically identify any technological challenges which limited communications, make recommendations to address these challenges, and list any resources that are needed to implement the recommendations.

SECTION VII: ADMINISTRATION

DOCUMENTATION

It is the policy of the City of Kenmore that each City Department will assign personnel to be responsible for documentation of disaster activities and to utilize effective administrative methods to keep accurate detailed records distinguishing disaster activities from day-to-day activities.

The City Clerk, in coordination with the Deputy City Clerk, Public Records Officer, and other City Departments, shall identify records which are vital for the operation of the City, to effectively resume normal business after a disaster or emergency.

During emergency operations, non-essential administrative activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments to provide support services.

The City of Kenmore will submit reports required by both state and federal agencies in a disaster situation with information concerning nature, magnitude, and impact for use in evaluating and providing appropriate response resources and services. These reports include but are not limited to:

- Situation Reports
- Proclamation of Emergency
- Requests for Assistance
- Damage Assessment Reports

It will be the responsibility of the Emergency Manager or designee to coordinate the preparation of all required reports and ensure that they are delivered to the appropriate agencies.

In instances where emergency work is performed to protect life and property, requirements for environmental review and permits may be waived or orally approved as provided in the State Environmental Policy Act, Hydraulics Act, Forest Practices Act, Shoreline Management Act, and Flood Control Act.

Repair and restoration of damaged facilities may require environmental assessments and appropriate permits prior to final project approval, requiring compliance with the State Environmental Policy Act, Forest Practices Act, Shoreline Management Act, and Flood Control Act.

Properties of historic significance and archeological sites are protected by law. Non-time critical missions and recovery actions affecting these sites will be coordinated with the state Office of Archeology and Historic Preservation.

No services or assistance will be denied based on race, ethnicity, national origin, religion, sex, economic status, marital status, age, gender identity, or disability.

Local activities pursuant to the Federal/State Agreement for major disaster recovery will be carried out in accordance with RCW 49.60 - Laws Against Discrimination and 44 CFR Section 205.16 - Nondiscrimination. Federal disaster assistance is conditional upon compliance with this code.

Volunteer emergency workers used during emergencies and disaster operations shall be registered using procedures established by Chapter 118.04 WAC Emergency Worker Standards.

It is the policy of the City of Kenmore that departments utilize their personnel to the maximum extent possible, including use of personnel not assigned emergency responsibilities. The Human Resources Manager is the lead for essential human resource activities in the city and as such, may assist other departments in identifying and assigning employees to assist in disaster recovery. It may be necessary to hire temporary employees to meet staffing requirements.

City Departments, although retaining responsibility for the day-to-day supervision of their workforce, should coordinate their personnel needs with the Human Resources Manager. Since non-essential activities may be canceled during an emergency, City employees may be required to work either overtime or "out of class" and shall be compensated in accordance with existing rules and bargaining unit agreements. Requirements of the Fair Labor Standards Act (FLSA), existing labor contracts and City policies and procedures shall apply.

The Human Resources Manager or designee shall designate an EOC representative to coordinate personnel needs and assist City employees in obtaining recovery assistance.

Additional personnel resources may be obtained through existing mutual aid agreements with schools, colleges, private businesses, and labor organizations. Requests for additional assistance should be coordinated through the EOC.

Volunteers will become an important human resource in the event of a disaster. Staging areas should be designated and people wishing to volunteer may be directed there for registration and assignments. The Human Resources Manager or designee, in coordination with NEMCo, will be responsible for the recruitment, registration, and assignment of volunteer emergency workers. Volunteers will be registered as emergency workers and provided identification, assignments appropriate to their qualifications, and administrative details.

DOCUMENTATION RETENTION

Files containing all documentation and correspondence related to the designated mission number for the emergency will be retained by the city for 10 years or until the recovery

process has been closed, whichever is longer. All public documents are subject to disclosure under the Public Records Act unless covered by an exemption. Document handling and archiving will be conducted in accordance with City of Enumclaw Municipal Code 2.24.100.

PRESERVATION PROCESS

All departments will identify records essential for continuity of preservation of government and provide for their protection as required by RCW 40.10.010 (Information regarding essential records designation, list of security and protection, and document reproduction as outlined by the State Archivist). In situations where emergency work is done to protect life and property, environmental review requirements and permits may be waived or orally approved.

SECTION VIII: FINANCE

DOCUMENTATION

It is the policy of the City of Kenmore that each City Department will assign personnel to be responsible for documentation of disaster related costs and to utilize effective administrative methods to keep accurate detailed records distinguishing disaster expenditures from day-to-day expenditures. This process will function understanding that:

- Financial documentation and associated reports shall be the responsibility of the Finance Director or designee.
- The Finance Director or designee shall develop effective methods and procedures for documenting disaster expenditures and shall provide each City Department with documentation forms and completion instructions.
- The City of Kenmore will incur disaster expenses from currently appropriated local funds in accordance with Chapter 38.52.070 RCW and 35A.33.080-100. The City Manager and City Council in coordination with the Finance Director will be responsible for identifying other sources of funds to meet disaster-related expenses if departmental budgets are exceeded.
- Normal procedures for expenditures and payment processing may be modified to accommodate the circumstances associated with the disaster.
- A streamlined plan review and permit process may be instituted within the city to facilitate recovery and repair activities.

As part of this process, each City department is responsible for tracking, compiling, and submitting accurate and complete disaster-related expenditures to the EOC Resource Section Chief, normally staffed by the Finance Director, throughout the response and recovery period. These will be used to assist with the development of the Supplemental Justification and the Preliminary Damage Assessments that go to the County and/or State to aid in the State's application for federal assistance under the Stafford Act.

Resource acquisition and distribution is divided into pre-incident (which is usually preventative although some may be in anticipation of a specific event), incident specific, and post-incident recovery.

Pre-incident resource acquisition is usually funded by grants or approved general fund purchases. These follow the normal rules for purchases as set down in City directives and/or as specified in the grant.

Incident specific acquisitions may be purchased outright, come through local agency mutual aid, pre-arranged contracts, Washington Mutual Aid System (WAMAS) or Emergency Management Assistance EMAC requests submitted through King County OEM and Washington State EMD. Direct purchases must meet one of three conditions.

Small purchases can be made using individual department funds. For large purchases, when it is necessary to procure resources that cannot be done expeditiously through the normal bid process, a Proclamation of Emergency signed by the City Manager allows the normal bid process to be temporarily suspended. This allows for the expenditure of appropriated funds.

If there is a need to spend non-appropriated funds, the City Council must first approve the decision. Once approved, the funds may be used in support of emergency or disaster operations.

In the recovery process following a disaster declaration under the Stafford Act, the City Manager is deemed the City's Applicant Agent. As Applicant Agent, the City Manager signs off on all recovery paperwork submitted by the city for public assistance reimbursement under a Stafford Act Presidential Disaster Declaration. Once a disaster declaration is approved, each City department will develop project worksheets for the costs and damages incurred.

FOLLOWING A PRESIDENTIAL DISASTER DECLARATION

Once a disaster declaration is made by the President, Joint Field Offices are opened and staffed by FEMA and the State, for the purpose of administering disaster assistance programs. Briefings will be arranged for all eligible applicants. The Finance Department is responsible for attending these briefings and completing all paperwork related to requesting disaster assistance.

Below are some of the avenues for community assistance:

- **Public assistance program -** Public Assistance is one of FEMA's grant programs that provides funds directly to State and Local governments and certain qualified non-profits to aid communities who are responding to and recovering from a major disaster or emergency that has resulted in a Presidential Disaster Declaration. The program provides emergency assistance to help save lives and protect property, as well as helping to permanently restore community infrastructure.

- **Individual Assistance Program** - The Individual Assistance Program is for individuals and families impacted by the federally declared disaster or emergency. This program is designed to help meet disaster applicants' needs, which include housing assistance (temporary housing, repair, replacement, etc.) and other needs (medical, funeral costs, clean-up, moving, etc.). If a Disaster Declaration authorizes Individual Assistance, a toll-free federal telephone registration number is provided for people to report damages and begin the assistance process. Individual

Assistance reporting is coordinated through King County Office of Emergency Management, but local Human Services Departments and non-profit organizations may be asked to support applicants through the process.

- **Small Business Administration Program** - Businesses can apply for loans from the Small Business Administration (SBA) Program following a Federally Declared Disaster. These loans may cover operating expenses, business losses, wage losses, etc. The SBA Program can also offer loans to residents to repair or replace their primary home to its pre-disaster condition and replace some personal property (i.e. appliances and furniture). The SBA also has the authority to declare a disaster to authorize their own programs even when a Federal Major Disaster Declaration is not in place.

- **Other Needs Assistance Program** - The Other Needs Assistance Program (ONA) under FEMA's Individuals and Households Program (IHP), provides financial assistance to necessary expenses and serious needs directly caused by the disaster, but is not covered by other assistance programs. The ONA may aid with the following to those that qualify; childcare, medical and dental, funeral, transportation, moving and storage, critical needs, miscellaneous and other expenses.

SECTION IX: LOGISTICS

CONCEPT

Upon the activation of the EOC, the Resource Section will take responsibility for the procurement of all resources required for the response as well as the support of the responders. As a signer of the King County Regional Framework, the process for procuring resources that are outside of pre-disaster contracts or agreements will be via mutual aid requests made both laterally across the NEMCo partnership as well as vertically up to the County and State via the WebEOC program. However, understanding that during regional or statewide incidents, resource procurement may be challenging, the following may also apply:

- The City Manager, following a Proclamation of Emergency, has the authority to commandeer the services and equipment of citizens as necessary in response to the disaster. Those citizens are entitled to all privileges, benefits and immunities provided for emergency workers under state and federal emergency management regulations, Chapter 38.52.110 RCW.

- The City Manager is authorized to contract with any person, firm, corporation, or entity to provide construction work on an agreed upon cost basis during incident response operations, Chapter 38.52.390 RCW.

It is the policy of the City of Kenmore that all City Departments prepare and maintain an updated list of its personnel, facilities, and equipment resources as part of their Standard Operating Procedures. Any or all of these resources may be called upon during disaster and emergency situations. To identify resource gaps most effectively during the initial response or establishment of the Kenmore EOC, City departments are required to confirm information rapidly and communicate it to the EOC as soon as possible.

The EOC will then use this information, comparing it against the incident objectives and priorities to identify gaps and specialized resources needed for the particular response. The Resource Section will then request additional resources using existing mutual aid agreements in coordination with NEMCo, King County Office of Emergency Management Zone 1, and the Washington State Division of Emergency Management, before seeking alternative procurement sources.

Additional information on Staging Areas and Points of Distribution can be found in Emergency Support Function (ESF) 7 – Logistics.

SECTION X: PLAN DEVELOPMENT AND MAINTENANCE

PLAN REVIEW

Recognizing that this plan must be consistently updated to best prepare for changing threats and hazards, the city understands that it must train and exercise its staff regularly to validate and improve current plans while also developing any new plans or functional annexes. Maintaining a robust review process that incorporates training and exercises as well as detailed after-action reports helps ensure future readiness to prevent, mitigate, respond to, and recover from incidents. This process will primarily be done in coordination with NEMCo and other partner agencies.

TRAINING

The City of Kenmore and the NEMCo partnership provide public outreach and education to train the whole community on emergency preparedness through digital and printed materials, volunteer organizations such as the Community Emergency Response Team (CERT) program, public classes, presentations to community and neighborhood groups, hosting forums, staffing booths at public events, and taking advantage of other outreach opportunities as they are presented.

The city conducts employee preparedness programs intended to educate employees on personal preparedness at home and work. These programs include new employee orientation, participation in the Great ShakeOut, testing of the employee notification system, and engagement in regional, state, or federal preparedness programs and exercises when appropriate.

City staff are informed and trained upon employment and/or promotion on their responsibilities during an incident, including completion of the appropriate level of NIMS courses for their position. At a minimum, all benefitted City staff are required to complete ICS 100, 200, as well as NIMS 700 and 800 independent study courses upon employment.

	All City Staff	Supervisor/Lead EOC Positions
Incident Command System Classes	IS-100 IS-200 IS-700 IS-800	E/L/G 300 E/L/G 400

Each City Department Director is responsible for ensuring that their employees are trained in the concepts of the Comprehensive Emergency Management Plan (CEMP) and in the Department-specific standard operating procedures (SOPs). However, to assist in this process, the NEMCo Emergency Manager conducts training on ICS, EOC operations, the CEMP, and department specific SOPs once each quarter.

EXERCISES

To best test the CEMP and make qualitative updates, the City of Kenmore and NEMCo will routinely conduct exercises that implement part or all of this plan. The NEMCo Emergency Manager will be responsible for establishing a drill and exercise schedule that meets the needs of the city and its community. The basis for this schedule will include:

- City employees will participate in an annual functional exercise during one of the quarterly training courses mentioned above. This exercise will be held within the EOC, so participants can gain familiarity with its functions, and be focused on an area of need identified by the City Manager and NEMCo Emergency Manager that tests the City's EOC operations.

- NEMCo Volunteer Emergency Workers will hold functional exercises twice a year on the fifth Saturdays in the months in the Spring and Fall. These functional exercises will be designed to test their response capabilities and validate their monthly training. Whenever possible, this exercise will also incorporate applicable city departments, specifically the Public Works, Police, and Fire Departments.

- A full-scale functional exercise that incorporates both field operations as well as EOC operations will be conducted every other year starting in 2025 and continuing every odd year after that. This exercise will focus on testing response operations in the field, how well these operations integrate into the EOC (to include communications methods), as well as all components of the established EOC organizations. It should strive to incorporate NEMCo's Volunteer Emergency Workers, regional partners such as public utilities, as well as other county and state agencies.

AFTER-ACTION REPORTS

At the completion of all drills and exercises, as well as after any significant incidents or EOC activations, an after-action report will be generated by the NEMCo Emergency Manager, in coordination with the City of Kenmore Emergency Management Coordinator. These reports will include a summary the incident requiring the report to be generated, a description of the methods used to review the incident (e.g. hotwashes, debriefs, and case studies), the identification of successes and failures occurring throughout all phases of the incident, recommendations on how to repeat successes and reduce failures in the future, as well as a list of resources that would be required to implement these recommendations.

When identifying successes or failures, the report will address them by the following categories: on-scene operations, EOC operations, disaster communications, resource management, demobilization operations, and document management.

Once complete, after-actions reports will be briefed to all applicable parties and will be used to inform further training, exercises, and future plan development.

MAINTENANCE

Assisted by the NEMCo Emergency Manager, the City of Kenmore Emergency Management Coordinator will coordinate with and reach accord with all agencies that have a role in incident management for the development and execution of policy, planning, training, equipment, and other preparedness activities. This process will include the monitoring for and implementation of changes in any applicable law that will change the contents of this plan or how the plan is implemented.

The NEMCo Emergency Manager, in cooperation with the City of Kenmore, will to responsible for updating the master copy of the plan and disseminating any changes to all parties with whom a copy of the plan exists. These changes will be reviewed and incorporated into an updated plan that will be submitted to the Washington State Emergency Management Division for review every four years.

Once reviewed by the Washington EMD and approved via promulgation by the City Council, the plan will be distributed to each department and, as much as is possible without compromising operations or the security of the city, made available to the public

EMERGENCY SUPPORT FUNCTIONS

SECTION I: INTRODUCTION

PURPOSE

In order to better integrate into regional emergency management activities both throughout the Northshore area as well as greater King County, the City of Kenmore has decided to adopt an Emergency Support Functions (ESF) approach to its primary functional annexes. By identifying a primary and applicable supporting agency, these ESFs will allow multiple City departments and external partners to coordinate towards a common goal during a disaster incident. These ESFs are designed to provide guidance during an incident and are based on applicable legal authorities and emergency management policies. However, nothing within the guidance provided in these ESFs is intended to supersede individual department or agency policies or procedures.

If is the direct purpose of these ESFs to protect the population and critical infrastructure, as well as effectively manage resources.

The following is a list of ESFs and their topics:

- ESF 1 = Transportation
- ESF 2 = Communications
- ESF 3 = Public Works and Engineering
- ESF 4 = Firefighting
- ESF 5 = Information and Planning
- ESF 6 = Mass Care, Emergency Assistance, Temporary Housing, and Human Services
- ESF 7 = Logistics
- ESF 8 = Public Health and Medical Services
- ESF 9 = Search and Rescue
- ESF 10 = Hazardous Materials
- ESF 11 = Agriculture and Natural Resources
- ESF 12 = Energy
- ESF 13 = Public Safety and Security
- ESF 14 = Disaster Recovery
- ESF 15 = External Affairs

ESF 1: TRANSPORTATION

LEAD AGENCY

City of Kenmore Public Works Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Engineering Department

EXTERNAL

Washington State Department of Transportation
King County Department of Transportation
King County Metro
Community Transit
Sound Transit

PURPOSE

The purpose of Emergency Support Function (ESF) 1 is to describe the coordination of City roads, traffic signals, signage, sidewalks, bridges, Intelligent Transportation Systems (ITS), streetlights, storm drainage, and City-owned parking during incidents. This ESF is designed to provide guidance in the allocation of transportation resources, determining priority of roadway repair, and aid in the coordination of activities carried out by transportation agencies operating within the city.

It includes the following primary core capabilities:

- Critical Transportation
- Infrastructure Systems

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Situational Assessment

AUTHORITIES AND POLICIES

The City of Kenmore Comprehensive Plan outlines overall City policy regarding transportation infrastructure.

Local transportation planning and emergency response shall be done in coordination with supporting agencies to ensure the integrity of the transportation system.

Response to restore transportation routes and services shall be prioritized to provide access for emergency services, delivery of essential resources (in coordination with ESF 11), and re-opening of major transportation routes.

Revised Code of Washington Chapter 35.68 - 35.73 directs policy for City streets, sidewalks, and other transportation infrastructure.

SITUATION

Incidents may cause a disruption to the use of the transportation system in Kenmore, impacting access to certain areas of the city and creating significant delays in the transport of emergency supplies, services, and equipment. Specific hazards of note that may affect transportation infrastructure include, but are not limited to, direct damage from earthquakes, debris or damage from severe weather, power failure, and flooded roads or urban flooding.

- **Roadways** – Damage to the City's surface infrastructure is the most likely risk to the City's transportation system. The city has an extended network of surface transportation infrastructure, and disruption to part or all of this system may pose a risk of loss of life, and/or the ability to effectively transport supplies or personnel in the city. An earthquake or other land movement incident in particular poses a significant threat of damage to surface transportation infrastructure. Severe weather incidents may cause direct damage to surface transportation infrastructure, unsafe travel conditions, or the accumulation of debris.

- **Aviation** – The City has limited aviation risk. There are no land-based airplane runways in the city limits: however, the city does have a commercial seaplane terminal and the potential for multiple private marine aircraft landing areas. This situation poses the risk for a small plane crash, which could include damage to structures, fire, loss of life, property damage, hazardous materials spills, or environmental damage or destruction.

- **Maritime** – The City borders Lake Washington which creates risk for water transportation incidents, including but not limited to hazardous materials spill, craft fires, crashes, sinking, or environmental destruction.

CONCEPT OF OPERATIONS

The Engineering Director or designee shall be responsible for coordinating surface transportation related activities within the city. Priorities established for the clearing and emergency repair of city roads shall be coordinated with the police and fire

departments and adjacent jurisdictions to ensure the timely restoration of emergency services and the transportation network. The priority is the restoration of roadways for life safety and the transport of essential resources.

Repair and restoration of state highways will be coordinated with the appropriate state contact. Washington State Department of Transportation shall be the primary contact for the coordination of these activities. The Engineering Director or designee may authorize emergency road clearing work to be done on state highways to re-establish highway systems.

The Public Works Department will provide an assessment of roadway conditions and provide information to the EOC and all appropriate agencies. NEMCo and other appropriate agencies shall be notified of ongoing repair and roadway status.

Additional resources or assistance may be obtained through existing mutual aid agreements and/or contracts through private contractors. Requests for additional assistance should be coordinated through the EOC and/or NEMCo.

The Engineering Director or designee, in cooperation with the Emergency Operations Center and/or NEMCo, shall coordinate the priority use of public transportation assets. Private transportation sources are available within the city and should be integrated into overall emergency transportation needs.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Individual agencies responsible for managing transportation routes are responsible for the development of transportation recovery plans and for establishing transportation route priorities within their area. Agencies which provide support resources for the restoration of damaged transportation routes should be included in the overall process to ensure a coordinated and efficient response.

Emergency operations plans for the Washington State Department of Transportation, King County Metro Transit, Sound Transit, Community Transit and King County Transportation Division are separately published documents which provide guidance for the overall restoration and priority use of damaged transportation routes in the area.

The City of Kenmore Public Works Department will establish re-opening and restoration priorities for the city and allocate local resources accordingly. When appropriate, work will be coordinated with other affected agencies and jurisdictions. These restoration priorities will be determined with the whole community in mind and appropriately prioritize services to those with Access and Functional Needs (AFN), covered under the American with Disabilities Act (ADA), and the Essential Needs of Children (ENC) when ever possible.

CRITICAL TASKS

City of Kenmore Public Works

- Coordinate damage assessment, emergency road clearing and repair activities for roadways within the city.
- Coordinate repair and restoration activities on state and interstate highways with appropriate agencies.
- Provide or contract for repair and recovery work.
- Coordinate with other city agencies, NEMCo and adjacent jurisdictions to establish immediate priorities for road reopening.
- Coordinate with other public and private transportation service providers to establish emergency transportation networks and resources.

King County Transportation Division

- Coordinate area-wide transportation route recovery projects with affected agencies and jurisdictions. Provide support to the city in reopening emergency transportation routes.

King County Metro Transit, Sound Transit, and Community Transit

- Coordinate mass transportation activities within the county. Incorporate emergency city needs into the overall emergency transportation and system restoration program.

Washington State Department of Transportation

- Coordinate emergency and permanent repairs of state highways.
- Provide assistance to the city for repair and restoration work as appropriate.

ESF 2: COMMUNICATIONS

LEAD AGENCY

City of Kenmore City Management Department

SUPPORT AGENCIES

INTERNAL

Northshore Emergency Management Coalition

EXTERNAL

City of Kenmore Public Works
King County Office of Emergency Management
Northeast King County Regional Public Safety Communication Agency (NORCOM)
Washington State Emergency Management
Washington State Fusion Center
National Oceanographic and Atmospheric Administration
National Weather Service

PURPOSE

The purpose of Emergency Support Function (ESF) 2 is to describe the coordination of communications, alerts and warnings primarily related to incidents affecting the City of Kenmore. This ESF addresses communication and warning assets available to the City and coordination of those resources with other communication service providers to establish and maintain communications in preparation for, response to, and recovery from incidents. It also addresses special consideration for communicating with segments of the population with Limited English Proficiency (LEP).

It includes the following primary core capabilities:

- Operational Communications
- Infrastructure Systems

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Situational Assessment

AUTHORITIES AND POLICIES

It is the policy of the City of Kenmore to coordinate communications with the County and community service partners to leverage resources and reach as many persons affected by an incident within the City as possible.

King County Inclusive Emergency Communication Plan outlines how the County may assist the city with communications and warnings.

Revised Code of Washington (RCW) 38.52 directs the requirements for LEP public notices regarding public health, safety, and welfare to be provided in languages identified as the primary spoken dialect by 5% of the City's population, or by 1,000 residents, whichever is less.

Presidential Executive Order 13166 directs requirements for meaningful access to services for persons with LEP.

Per RCW 13.60, the Washington State Patrol (WSP) is responsible for issuing America's Missing Broadcast Emergency Response (AMBER) alerts, Endangered Missing Persons Advisories, and Silver Alerts.

The Americans with Disabilities Act (ADA) outlines policies for effective communications with people who have vision, hearing, speech, or mobility disabilities who may use different ways to communicate.

The Emergency Alert System Plan identifies how the State of Washington Emergency Management Division will authorize and use the Emergency Alert System.

SITUATION

Emergency and disaster situations require reliable communication capabilities to gather essential information, request and deploy resources, and communicate information to the EOC, field operations personnel, and supporting agencies.

In nearly all major events, communication systems become overloaded, making it difficult to communicate essential information in a timely manner. It is anticipated that in addition to communications needs exceeding local equipment capacity, there will be equipment and system failures associated with events such as windstorms, earthquakes, and terrorist incidents.

In many emergency and disaster situations, it is necessary to provide important information and/or warnings to public officials and the public. This must be accomplished in a timely manner utilizing the most efficient means possible to protect life and property at the time of the incident.

CONCEPT OF OPERATIONS

Communication

The King County Sheriff's Department Communications Center is the central answering point for Police 911 calls requesting emergency assistanceand shall be the focal point for coordinating emergency communications for emergency services providers within the city. The center has backup power for use in the event of power failure.

Calls for police are dispatched through the King County Sheriff's Department Communications Center.

Fire and emergency medical services are dispatched by NORCOM Communications.

During major events with resource limitations, fire and police departments may determine that resources will be dispatched through the Kenmore EOC according to incident priority.

Various individual radio systems are utilized by other departments and supporting agencies within the city. These departments and agencies maintain their own dispatching and communication services.

Communications will be through cellular and landline telephone and existing radio systems using established frequencies and existing procedures.

During major emergency and disaster situations communications equipment may be re-distributed to provide common equipment and frequency access. This will facilitate effective communication between departments/agencies, the Kenmore EOC, and field command posts.

Amateur Radio Operators may be available through NEMCo. The amateur radio operators can provide essential, reliable communication support between departments/agencies, the EOCs, and field operation locations. Use of amateur radio relieves congestion on other radio frequencies and cellular and landline phone systems.

The Finance Director or designee is responsible for coordinating with telephone service providers for the re-establishment of telephone service to city government locations.

Warning

The Alert Northshore/Code Red system provides emergency information to City staff, volunteer responders, and the public subscribers via phone, text, and /or email messaging. The system may be activated by City staff or by contacting NEMCo or King County Office of Emergency Management.

The Emergency Alert System (EAS) provides emergency information to the public via local radio and television stations. This system may be activated by contacting NEMCo.

The National Warning System (NAWAS) is the primary system utilized by the federal government to disseminate warning information. Warnings received via NAWAS are received at the Washington Warning Point which in turn disseminates the warning to local warning points. Warning information for Kenmore is received at the King County 911 Center which notifies local emergency authorities.

The National Oceanographic and Atmospheric Administration (NOAA) weather radio system may be utilized to obtain weather related warnings. Weather warnings from NOAA are normally broadcast over EAS and local radio and television stations.

Weather advisories and warnings are provided via teletype by the National Weather Service and received at the King County Sheriff's Department Communications Center and King County Office of Emergency Management. Personnel with these agencies monitor this information on a 24-hour basis and determine when to notify appropriate public safety services.

Emergency service agencies will be notified by the King County Sheriff's Department Communications Center, King County Office of Emergency Management (KCOEM), or NEMCo when the nature of the warning would indicate a need to increase staffing levels or warn the public of impending danger.

Having no fixed or automatic emergency warning systems in place, notifications of citizens regarding emergency information and instructions may be through the Emergency Alert System (EAS), Alert Northshore, door-to-door by uniformed personnel, mobile loudspeakers, posted notices, or any other means available to the command agency at the time of the incident.

Emergency Public Information

The City Manager or their designee will act as the City's Public Information Officer and will coordinate the dissemination of emergency public information through the EOC. When the situation warrants the Public Information Officer may appoint assistants to provide media briefings from multiple locations or utilize NEMCo partners to assist with public information.

Media briefings, if held in the city, will normally take place at the EOC. If this location is not functional, or communications are inadequate, an alternate site will be identified and announced by the Public Information Officer.

During events where a joint EOC is activated, area-wide information will normally be coordinated through that location on behalf of the city.

Any or all of the following methods may be utilized to relay emergency information to the public:

- Print, radio, cable, and television media
- Printed education/information materials
- Digital media
- City of Kenmore website and email listserv
- City TV channel
- Social media accounts (Facebook / Twitter)
- Nextdoor Community Network
- City radio systems
- Amateur radio systems
- Public address systems or mobile speakers
- Emergency Alert System
- Alert Northshore
- Door-to-door contact
- Posted message board

The Emergency Manager or designee will develop Emergency Alert System and/or Alert Northshore messages when necessary. Except in immediate life-threatening situations, activation of the Emergency Alert System should be coordinated with surrounding jurisdictions and King County.

It is anticipated that in some circumstances emergency public information may need to be released from field command posts. In this event, the individual in charge at the location shall notify the EOC in a timely manner and provide detailed information about the release.

Printed education and information materials for distribution to the public are available through the Fire District, Police Department and NEMCo.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

The city leverages many sources, internal and external, for gathering of information as well as for dissemination of information before, during, and following an incident. The Emergency Manager, or designee, will gather and analyze information to disseminate to City leaders, departments, key partners, and NEMCo as appropriate using whichever method is effective and appropriate.

The City of Kenmore, through its implementation of the Disaster Communications Work Group, shall follow the NEMCo Community Notification System procedures and work to ensure that the whole community (as described in the Base Plan) receives any disaster

communications it is issuing, both in efforts to prepare for and mitigate incidents as well as in response to and recovery from incidents once they occur. Response procedures are separately published documents and should be developed in coordination with other agencies involved in this Emergency Support Function.

CRITICAL TASKS

Police Department and Northshore Fire District.

- Develop and maintain communications, warning and public information procedures for the city.
- Recommend relocation or redistribution of radio and cellular telephone resources as necessary to maintain adequate communications most effectively during incidents.
- Arrange for additional communication resources when necessary.
- Maintain existing communication resources and/or make recommendations for replacement to best serve the city.
- Provide for coordination of warning efforts and for the dissemination of warning and emergency public information.

City of Kenmore Public Works Operations Department

- Provide communications equipment and staff to support communication efforts.
- Provide support in the dissemination of warning information to the public.

City of Kenmore Emergency Coordinator or Public Information Officer

- Follow the procedures of the Kenmore Community Notification System Plan.
- Gather and coordinate emergency public information for timely release and provide informational briefings to City officials, news media, and the public.
- Notify appropriate agencies to assist in the dissemination of information.
- Provide educational/informational brochures available to the public.
- Determine appropriate location(s) for public official and news media briefings.
- Assist in the development of Public Information Officer procedures and checklists for use during emergencies.

City of Kenmore Community Development Department

- Coordinate with communication service providers for additional emergency service or the re-establishment of disrupted services when appropriate.

King County Sheriff's Office Police Communications Center

- Provide dissemination of National Warning System and National Weather Service information to public safety agencies.

- Coordinate back up communication systems and the re-establishment of disrupted 911 and communications center service.

Northshore Emergency Management Coalition (NEMCo)

- Assist as requested or necessary with the release of information using the Alert Northshore system.
- Activate amateur radio personnel to support City and/or EOC communications as requested.
- Coordinate the release of public information through the joint EOC when activated.

King County Office of Emergency Management

- Provide incident alerts and warning to the city, Police, and NEMCo as appropriate.
- Issue Emergency Alerts as requested.
- Facilitate a County level Joint Information Center or Joint Information System.
- Share regional messaging as appropriate.
- Assist in filling staff resources as requested.

Washington State Emergency Management Division

- Provide supplemental communication equipment and assistance in the dissemination of public information when appropriate.

ESF 3: PUBLIC WORKS AND ENGINEERING

LEAD AGENCY

City of Kenmore Public Works Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Engineering Department
City of Kenmore Development Services Department
City of Kenmore Admin and Finance Department

EXTERNAL

Northshore Utility District
King County Office of Emergency Management
Seattle Public Utilities
WA State Department of General Administration
Contract Public Service Agencies

PURPOSE

The purpose of Emergency Support Function (ESF) 3 is to describe the coordination of City-maintained infrastructure and non-City owned public utilities during incidents, and to provide technical advice and evaluations, engineering services, construction management, inspection, emergency repair, and debris management. This ESF is designed to provide for the coordination of departments and agencies involved in public works and engineering activities during an incident. These activities include debris removal, repair and restoration of facilities and systems, technical advice, structural evaluation, engineering services and emergency contracting.

It includes the following primary core capabilities:

- Infrastructure Systems
- Critical Transportation
- Environmental Response/Health and Safety

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- On-Scene Security, Protection, and Law Enforcement
- Operational Communications

- Situational Assessment

AUTHORITIES AND POLICIES

Public works and engineering activities shall be done in coordination with departments and agencies having roles and authority within the city to provide public works related services.

The City of Kenmore Capital Improvement Plan outlines major City construction and engineering projects and guides funding.

The City of Kenmore Municipal Code guides the construction, use, and maintenance of infrastructure within the city.

RCW Title 80 – Public Utilities outlines regulations for utility providers and service and regulates emergency operations and priorities for private utilities.

Washington Administrative Code (WAC) Title 480 – Utilities and Transportation Commission establishes that emergency demand reduction measures for private utilities are regulated by the Washington Utilities and Transportation Commission (WUTC).

America's Water Infrastructure Act (AWIA) of 2020 requires water utility providers to establish a utility emergency response plan and conduct a risk and resilience assessment every 5 years.

The National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit requires the City of Kenmore to implement an Illicit Discharge Detection and Elimination (IDDE) program to prevent contamination of surface water and groundwater. Surface Water Engineering Spill-IDDE Response Guidance Manual and Maintenance Spill-IDDE Response Guidance Document provide guidance to staff related to spills.

The Safe Drinking Water Act (SDWA) regulates standards for drinking water to protect against both naturally occurring and man-made contaminants.

SITUATION

Emergencies and disasters may cause significant damage to facilities, infrastructure, and buildings.

The city is dependent on outside providers for a variety of services and may not be able to restore services until these providers are able to respond and restore their infrastructure.

The City's water and wastewater infrastructure is primarily constructed from rigid pipes

that may be susceptible to breakage during an earthquake or other land movement.

It may be necessary in some cases to carry out reinforcement or demolition activities. Debris may make roads and highways impassable. Utilities which have suffered damage may be partially or totally inoperable. Equipment necessary for repair and restoration activities may be damaged or insufficient in quantity to meet emergency needs. Outside assistance may be necessary to ensure timely and efficient response and recovery operations.

CONCEPT OF OPERATIONS

The Public Works Department is the lead agency for day to day and emergency public works services within the city. These services include construction and maintenance of transportation routes, coordination of solid waste collection, water and sewer services, vehicle, and equipment maintenance, and right of way services.

The Engineering Director and staff (part of the Public Works Department) is the lead for engineering services within the city. These services include all engineering and capital improvement projects.

Water and sewer services within the city are provided by separate water and sewer districts. The Operations Director shall ensure that coordination of response and recovery activities takes place between these agencies and the Public Works Department. This coordination may include mutual support with staff and equipment and the prioritization of restoration and recovery activities.

The Public Works Department shall provide direction and control over their respective resources and coordination with the EOC. Personnel shall operate according to specific directives, department procedures and by exercising reasonable personal judgment when unusual or unanticipated situations arise, and command guidance is not available.

The Public Works Department shall coordinate with private utility companies responsible for electricity, natural gas, telephone, cable, and solid waste collection to ensure recovery operations are conducted in as orderly a manner as possible.

In situations where roadways are damaged or blocked it will be the responsibility of the Public Works Department to establish road clearing and restoration priorities in coordination with Police and Fire Departments to ensure critical emergency operations and resource movement can be accomplished.

The Operations Director or designee will report to the EOC to coordinate public works field operations and resources when it is activated.

Additional resources and public works and engineering assistance may be obtained through existing mutual aid agreements and/or through contracts with private contractors.

Public Works staff will be mobilized according to the needs presented by the emergency or disaster. This will normally be done by telephone or pager.

The Engineering Director will coordinate engineering services and perform or contract for major recovery work as appropriate for city-owned buildings, operational facilities, roads, and other public works infrastructure. These services include structural inspections to determine building and transportation route safety as appropriate.

The Public Works Department will provide for the coordination of solid waste collection services within the city.

The Environmental Services Director will coordinate inspection services and perform or contract for major recovery work as appropriate for city-owned surface water infrastructure.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Responding agencies are responsible for the development of response procedures for their agencies and for training employees involved in emergency response.

Response plans, agency procedures, and mutual aid agreements are separately published documents which should be developed in coordination with other response agencies for the jurisdiction. These documents will incorporate a whole community approach to procedures that ensure service delivery to all segments of the population.

CRITICAL TASKS

City of Kenmore Public Works Department (in cooperation with Engineering and Environmental Services)

- Clear and provide emergency repair of transportation routes.
- Coordinate with water and sewer service providers to ensure priority restoration of services and for emergency potable water supplies.
- Provide or contract for solid waste and debris removal services on public property and right of way.
- Coordinate with private utility providers in the repair and re-establishment of services to the city.
- Provide or contract for engineering services.

- Provide or contract for surface water inspection services.
- Provide for the coordination of solid waste collection services within the city.

Water and Sewer Service Providers

- Coordinate the prioritization of repair and restoration activities with the Public Works Department.

Contact Service Agencies (waste management)

- Provide for the continuation of regularly scheduled household waste pick-up services.
- Coordinate for the collection and management of disaster-generated debris.

WA State Department of General Administration

- Provide support services after the City has exhausted its supplies and response capacity. This support may include technical advice and evaluations, engineering services, and/or construction management.

ESF 4: FIREFIGHTING

LEAD AGENCY

Shoreline Fire Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Public Works Department

EXTERNAL

Mutual Aid Fire Agencies
King County Sheriff's Office
Northshore Emergency Management Coalition
Washington State Patrol - Fire Marshal's Office
Northeast King County Regional Public Safety Communication Agency (NORCOM)

PURPOSE

The purpose of Emergency Support Function (ESF) 4 Firefighting is to describe the coordination of fire protection resources within the City of Kenmore. This ESF augments existing mutual aid agreements and fire response plans existing at the local, county, and state levels. It provides guidance for managing and coordinating firefighting activities and resources in conjunction with City operations. While ESF 4 focuses on fire protection and suppression related topics, there are several other fire services that may be covered briefly here and in more details in other ESFs including hazardous materials and emergency medical services.

It includes the following primary core capabilities:

- Fire Management & Suppression

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Environmental Response/Health and Safety
- On-Scene Security, Protection, and Law Enforcement
- Operational Communications
- Situational Assessment

AUTHORITIES AND POLICIES

The procedures established in local and countywide plans and mutual aid agreements shall be utilized when responding to an emergency or disaster.

RCW 43.43.962 The Washington State Fire Services Resources Mobilization Plan may be activated through NEMCo, the King County Office of Emergency Management, and the Washington State Military Department; Emergency Management Division when local mutual aid resources have been exhausted.

WAC 296-305 Safety Standards for Firefighters outlines safety requirements for technical rescue operations.

SITUATION

Fires may occur at any time and under many circumstances within the city. Fires are most likely to occur in residential or commercial structures. However, it is also common for fires to occur in transportation accidents and in open fields or wooded areas, posing a threat to the surrounding community.

A significant natural disaster or technological event may result in many urban and rural fires. Ignition sources of little concern during normal circumstances could cause many fires following an earthquake or other natural disaster. Fire may also result from a technological event such as an airplane or helicopter crash or hazardous material incident.

Firefighting operations are often complex and routinely involve staff support and coordination with partner agencies. During a wide area incident, there will likely be an increased demand for resources and logistical support overwhelming local capability and limiting mutual aid or partner organization support.

CONCEPT OF OPERATIONS

The Northshore Fire District contracts its fire services from Shoreline Fire Department, which is the designated Incident Command agency for fire suppression activities within the city. Supporting agencies shall report to and operate under the direction of the Incident Commander. The Fire District may establish a unified command system with supporting agencies during large scale incidents.

The Fire District has existing mutual aid agreements with numerous agencies throughout King, Pierce, and Snohomish Counties. Requests for assistance may be through existing mutual aid agreements. In situations when mutual aid is not available, requests for resources through the Washington State Fire Services Resources Mobilization Plan will be coordinated through NEMCo and/or King County Office of Emergency Management.

The Police Department will allocate necessary resources to support operations and will identify a designee to report to the EOC to coordinate law enforcement field operations and resources when it is activated.

In accordance with the National Incident Management System (NIMS), on-scene management of emergencies shall follow the Incident Command System.

Communications and emergency notifications will be through established channels (See ESF 2: Communications).

The notification method used to mobilize off-duty personnel will normally be by telephone or pager.

The Fire Chief, or designee, shall provide direction and control over District resources and shall coordinate activities with the EOC. District personnel shall operate according to specific directives, policies, and procedures, and by exercising reasonable personal judgment when unusual or unanticipated situations arise, and command guidance is not available.

If command level staff is unable to respond to the EOC as a District Representative, coordination between the EOC and Fire Incident Command Post will be accomplished via radio or other available means of communication.

Additional Command Posts may be established for the coordination of field operations. The Incident Commander shall provide regular status reports to the Emergency Operations Center. The coordination of resources will normally be through the Emergency Operations Center. Co-location of command posts will be the preferred method of field operations when multiple departments/agencies have command posts established.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Responding agencies are responsible for the development of response procedures for their agencies and for training employees involved in emergency response operations.

Response plans, agency procedures and mutual aid agreements are separately published documents which should be developed in coordination with other response agencies for the jurisdiction. These procedures shall be developed and implemented with a whole community approach in mind and address the specific needs of all segments of the community. This includes varying response operations to ensure a equal level of fire protection is provided to community members with AFN as well as the essential needs of children and household pets, who are covered under ADA, or with LEP.

NORCOM answers Fire and EMS 911 calls and dispatches units following NORCOM Operational Policy. In addition, NORCOM provides incident support through incident documentation, calling utility partners when assistance is needed, notifying fire

resources for on-scene assistance or move-ups for area coverage, and maintaining a timeline of each dispatched response through the Computer Aided Dispatch (CAD) system.

CRITICAL TASKS

Shoreline Fire Department

- Provide 24-hour response to fire emergencies.
- Provide coordination of fire resources and direction and control at emergency scenes.
- Develop and maintain resource lists for equipment, personnel, and supply sources.
- Develop policies and procedures for District operations during emergencies and provide training for appropriate City staff.
- Provide a representative to the Emergency Operations Center when activated to assist in the coordination of resources and operational activities, as the situation allows.

Mutual Aid Fire Agencies

- Provide resources including equipment, staffing and supplies to support emergency operations.

King County Sheriff's Office

- Provide incident scene security, traffic control and evacuation operational support.

City of Kenmore Public Works Department

- Provide operational support with equipment, staffing, traffic control, and coordination of utility providers during emergencies.

Northshore Emergency Management Coalition

- Provide support and coordination of resource requests during major incidents.
- Provide coordination with Washington State Emergency Operations Center and/or King County Office of Emergency Management when activated.
- Work in coordination with the Regional Fire Mobilization Coordinator.

Washington State Patrol - Fire Marshal's Office

- Coordinate resources through the Washington State Fire Services Resources Mobilization Plan when activated.

Washington State Emergency Operations Center

- Coordinate requests for state and federal resources as appropriate.

NORCOM

- Take 911 calls from the public where fire or emergency medical services may be needed.
- Dispatch fire resources to calls for service.
- Manage move-ups of apparatus from local fire departments to provide backfill coverage during a significant incident.

ESF 5: INFORMATION AND PLANNING

LEAD AGENCY

City of Kenmore Community Development Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Public Works Department
City of Kenmore Police Department
Shoreline Fire Department
Northshore Emergency Management Coalition

EXTERNAL

King County Sheriff's Office
King County Office of Emergency Management (KCOEM)
Washington State Emergency Management Division (WAEMD)
Federal Emergency Management Agency (FEMA)

PURPOSE

The purpose of Emergency Support Function (ESF) 5 is to provide guidance for the direction and control of information and planning activities in the City and establish a method to collect, analyze and share information about a potential or actual emergency or disaster to enhance the response and recovery activities. While only a handful of departments may directly support this ESF, it can involve all city departments, agencies which support City operations, special districts, and organizations which provide support to citizens during and after emergencies and disasters. ESF 5 addresses the oversight and coordination of planning efforts and information management.

It includes the following primary core capabilities:

- Planning
- Operational Coordination
- Situational Assessment

As well as the following supporting core capabilities:

- Public Information and Warning
- Logistics & Supply Chain Management
- Operational Communications

AUTHORITIES AND POLICIES

City of Kenmore Code Chapter 8.30

Revised Code of Washington (RCW) 38.52 – Emergency Management outlines requirements for emergency management programs in the State.

RCW 42.14 – Continuity of Government Act outlines requirements for continuity planning.

FEMA National Incident Management System (NIMS) Doctrine – Outlines operational systems that guide how personnel work together during incidents under the Incident Command System (ICS).

SITUATION

The city frequently experiences situations that may cause the need for short-term incident support. Examples include, but are not limited to, technology failures, multi-car collisions, civil unrest, construction site-related injuries, isolated power outages, water distribution disruptions, or single-family structure fires. For these incidents the primary responding agency and/or NEMCo may provide support with managing information to maintain situational awareness or planning efforts as part of routine daily operations and without the need to establish or activate the EOC.

An incident may necessitate the support of incident management, including the potential for activation of an EOC, if it disrupts routine City operations, alters the community's ability to go about daily activities, or is as described in the hazard assessment section of the base plan. Examples include, but are not limited to, earthquake, terrorist attack, pandemic, hazardous materials release, landslide, regional power failure, or weather-related transportation disruptions. In these situations, the EOC organizational structure will include a Planning Section to coordinate information gathering and dissemination as well as to aid in the planning for future operational periods.

CONCEPT OF OPERATIONS

The City of Kenmore administers an all hazard, whole community emergency management program that involves all City departments, special districts, service providers, and human service organizations in the city. The City of Kenmore’s Community Development Department, in coordination with NEMCo, develops and implements the program.

The daily functions of the program include but are not limited to maintaining situational awareness and developing plans to assist in preparing for, mitigating against,

responding to, and recovering from incidents that occur within the City of Kenmore as well as the surrounding region.

When an incident occurs, the city, in coordination with NEMCo, will determine if the incident requires the activation of the EOC. If the EOC is not activated, support may consist of, but is not limited to, internal and external information gathering and sharing.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

As part of the overall emergency management program, the City of Kenmore and NEMCo will work to gather applicable information so that all city departments are prepared for any anticipated incidents. In the event that an incident occurs without warning, the city and NEMCo will attempt to gather as much information as possible to provide for a common operating picture that is as acute as possible, aiding decision makers creating quality assumptions about the incident so as to allow for effective planning.

Throughout this process, the city and NEMCo will take a proactive position as it concerns the sharing of information with the whole community, as outlined in ESF 2: Communications. Furthermore, they will ensure that any response or recovery plans effectively address the needs of the whole community.

CRITICAL TASKS

City of Kenmore Community Development Department

- Assist with coordination of local, federal, state, and county organizations, and/or support partners.
- Provide updates on incident progression and/or status to City leadership and identified key staff.
- Assist in the development of City emergency and/or incident management plans including, but not limited to, the CEMP and ESFs, the COOP/COG, and the Hazard Mitigation Plan.
- Facilitate training to City staff on incident response roles and personal preparedness.
- Promote community outreach and training to the Kenmore community via presentations, classes, newsletters, attending events and meetings, and other identified strategies.
- Assist with establishing EOC operational objectives, approve EOC resources requests, and oversee the incident PIO/JIC functions, including serving as an incident spokesperson when needed.
- Coordinate with the Policy Group during incidents.

- Coordinate with healthcare, schools, non-governmental, faith-based, community-based, and private-sector partners, as needed.
- Attend and/or host training, seminars, meetings, and other events to develop working relationships with external partners.
- Lead the development, approval, and dissemination of the City Proclamation of Emergency.
- Support the management of the development of After-Action Reports (AARs) following EOC activations and exercises.

Northshore Emergency Management Coalition

- Coordinate with local, federal, state, and county organizations, and/or support partners.
- Provide updates on incident progression and/or status to City leadership and identified key staff.
- Develop City emergency and/or incident management plans including, but not limited to, the CEMP and ESFs, the COOP/COG, and the Hazard Mitigation Plan.
- Provide training to City staff on incident response roles and personal preparedness.
- Conduct community outreach and training to the Kenmore community via presentations, classes, newsletters, attending events and meetings, and other identified strategies.
- Determine EOC activation level, serve as the EOC Manager, and develop the initial EOC staffing plan.
- Establish EOC operational objectives, approve EOC resources requests, and oversee the incident PIO/JIC functions, including serving as an incident spokesperson when needed.
- Coordinate with the Policy Group during incidents.
- Coordinate with healthcare, schools, non-governmental, faith-based, community-based, and private-sector partners, as needed.
- Attend and/or host training, seminars, meetings, and other events to develop working relationships with external partners.
- Lead the development, approval, and dissemination of the City Proclamation of Emergency.
- Manage the development of AARs following EOC activations and exercises.

Other City Departments

- Provide representatives to the EOC as requested.
- Provide staff expertise to assist with the creation and updating of emergency plans.
- Department Directors or their designees will report the following information to the EOC as requested: department situation/operational status, projected needs, and operational plans.

- Maintain documentation of supplies, staff, and procedures that may be used during an incident.
- Identify department-level essential activities and develop continuity plans to sustain essential operations.
- Make the City Emergency Management Coordinator and/or NEMCo aware of any potential or actual incidents, which may require additional support.

King County Office of Emergency Management (KCOEM)

- Coordinate regional planning efforts.
- Convene meetings of regional Emergency Management professionals.
- Maintain the King County Regional Hazard Mitigation Plan and Comprehensive Emergency Management Plan.
- Provide a 24/7 on-call Emergency Management Duty Officer to assist with new or developing incidents.
- Maintain regional emergency management and incident plans including the Recovery Framework and the Regional Coordination Framework.
- Facilitate the Emergency Management Advisory Committee and workgroups.
- Coordinate the King County Local Emergency Planning Committee (LEPC).
- Serve as a liaison between the City and County departments, as needed.
- Facilitate the ALERT King County program for non-life-threatening emergency notifications.
- Issue Emergency Alert System/Wireless Emergency Alerts for the City.
- Notify the City of National Response Coordination Center (NRCC) reports or National Weather Service (NWS) warnings.
- Host the OnSolve notification system for City use.

Washington State Emergency Management Division (WAEMD)

- Notify the City of NRCC or Spill reports when appropriate.

Federal Emergency Management Agency (FEMA)

- Support City engagement in assistance programs made available by a Presidential Declaration of Emergency.

ESF 6: MASS CARE, EMERGENCY ASSISTANCE, TEMPORARY HOUSING, AND HUMAN SERVICES

LEAD AGENCY

City of Kenmore Community Development Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore City Management Department
City of Kenmore Development Services Department

EXTERNAL

American Red Cross
Public Health Seattle/King County
Local Human Service Agencies, Churches, and Volunteer Agencies
Local Animal Care Agencies
WA State Department of Social and Health Services

PURPOSE

To provide a coordinated method of mass care activities, including shelter of people and animals; feeding and first aid following an emergency or disaster; operating a disaster welfare information system to collect, receive, and report information about the status of victims; assisting with the reunification of family members; and coordinating the distribution of emergency relief supplies.

Human services may include related recovery efforts such as counseling, benefit claims assistance, identification and postal services, financial services, and associated human services that can be delivered through Federal Disaster Assistance Service Centers, as needed.

Long-term community recovery needs are addressed in Emergency Support Function (ESF) 14 – Disaster Recovery.

This ESF addresses responsibilities and priorities for mass care services that are needed during emergencies. Mass care services are a shared responsibility between the City of Kenmore, the King County Chapter of the American Red Cross, the Northshore Emergency Management Coalition, and other community and volunteer agencies.

It includes the following primary core capabilities:

- Mass Care Services

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Infrastructure Systems
- Fatality Management Services
- On-Scene Security, Protection, and Law Enforcement
- Operational Communications

AUTHORITIES AND POLICIES

The National Pets Evacuation and Transportation Standards (PETS) Act of 2006 (HR 6858) dictates that the City will make available pet shelter facilities to the extent practicable, recognizing that the City may have limited availability to provide these services directly and may rely upon mutual aid or other outside support for this function.

Washington Administrative Code (WAC) 118-04 – Emergency Worker Program outlines the classification and requirements for emergency worker volunteers.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288) as amended makes resources and individual assistance available for mass care operations.

FEMA Disaster Assistance Policy 9523.19 – Eligible Costs Related to Pet Evacuation and Sheltering (DAP 9523.19) provides specific guidelines on reimbursable expenses regarding incident related animal care.

In circumstances where there is an immediate need for mass care services, the City of Kenmore may provide limited mass care services utilizing available facilities and resources on a temporary basis.

The American Red Cross will assist in providing mass care services as disaster conditions dictate and resources will allow, in accordance with policies and procedures governing the agency.

All mass care services will be provided without regard to economic status or racial, religious, political, ethnic or other affiliation, age, sexual identity, or disability; and will attempt, but not guarantee, to meet current requirements of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and American Red Cross standards.

Appropriate federal, state, and City volunteer agency and private sector resources will be used as available.

The Disaster Welfare Information which includes the reunification of family members will be gathered and disseminated only by the American Red Cross utilizing established procedures.

Shelters for pets may be activated by the City of Kenmore with help from local veterinary and volunteer animal care organizations. Pet shelters may be separated from shelters for citizens.

The Washington State Departments of Agriculture (WSDA) and Fish and Wildlife (WDFW) represent animal health concerns of the state. This involves, but is not limited to the diagnosis, prevention, and control of foreign animal diseases and diseases of public health significance, and assistance in the disposal of dead animals in accordance with Appendix B (State Animal Response Plan) of Emergency Support Function 11 of the Washington State Comprehensive Emergency Management Plan.

SITUATION

Serious damage to the community will quickly overwhelm local resources which have a primary function of gathering damage information and responding to immediate life-threatening situations. Damage to roads, communications, and structures will hamper response efforts. Emergency workers may be injured, involved with personal problems resulting from the situation, or unable to reach their designated posts.

Hundreds of victims may be forced from their homes due to damage, environmental conditions, or severe weather. There may be large numbers of dead or injured. Family members may be separated immediately following a sudden impact event. Large numbers of transients, such as tourists and business travelers, may be stranded long distances from home and require assistance.

There may be a requirement for shelter sites for hundreds to thousands of people and pets impacted by the disaster. Many will be separated from their families due to impassable transportation routes and gridlock.

CONCEPT OF OPERATIONS

The City of Kenmore Housing and Human Services Department, with assistance from the Community Development Department and Development Services Department, will be the primary City agency for establishing temporary mass care services and facilities until Red Cross and other disaster relief agencies establish operations. This may be as long as seven days.

Mass care activities undertaken by the city will support emergency operations by providing food, water, and rest areas for City staff working during the emergency.

The Community Development Department will coordinate the use of City facilities and parks for use as mass care locations when appropriate.

Requests for establishment of Red Cross Mass Care Centers will be coordinated through NEMCo.

Once the Red Cross has established mass care operations, the City will assist the Red Cross as needed in the coordination of other local human service agencies and volunteer groups in support of mass care operations through NEMCo.

Initial information to be released to the public regarding mass care facility services and locations will be coordinated through NEMCo and the American Red Cross Public Information Officer, if appointed (see ESF 2 Communications and Warning). The Red Cross will normally take over the public information role for Red Cross activities once mass care operations are established.

The Community Development Department with assistance from the Development Services Department is responsible for pre-identifying parks or other locations appropriate for recreational vehicles or camping and for identifying appropriate shelter locations within the city and for developing plans for shelter operation.

The Community Development Department with assistance from the Development Services Department, in cooperation with local animal welfare groups, is responsible for pre-identifying appropriate locations for pet shelters within the city and developing plans for shelter operation.

The Community Development Department with assistance from the Development Services Department in cooperation with local human service agencies is responsible for identifying and developing resource lists of local volunteer groups and organizations that will assist with mass care operations and assist those individuals with special needs who require special assistance.

The King County Sheriff's Department is responsible for providing security at shelter and mass care locations when necessary.

Ongoing mass care and recovery assistance to victims after the disaster will be provided directly to the public through federal, state, and county programs and through private agencies and local volunteer organizations.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

The City of Kenmore Community Development Department, with assistance from the Development Services Department, is responsible for developing policies for the use of city property and facilities for mass care operations. This Department is also responsible for developing resource lists and procedures for use by City staff for operating shelters prior to the arrival of Red Cross personnel.

The American Red Cross and other agencies providing mass care services have established procedures in place for providing mass care services to the community. These are separately published documents which are developed and maintained by the individual agencies and organizations. Volunteers and City staff working in support of these organizations are required to operate according to these procedures.

Procedures for assisting individuals with AFN, ENC, LEP, or who are covered by the ADA during disasters will be the responsibility of the Community Services Department. These procedures should be coordinated with Public Health Seattle/King County and local human service agencies.

CRITICAL TASKS

City of Kenmore Community Development Department and Development Services Department

- Develop policies and procedures for the operation of City facilities as mass care centers.
- Develop resource lists for mass care supplies and identify human service and volunteer agencies to provide support during mass care operations.
- Assign staff to the EOC to coordinate mass care activities and information to the public.
- Identify City property and facilities suitable for use as mass care locations.
- Identify City property and facilities suitable for emergency tent housing.
- Provide staff and resources for the operation of mass care centers.
- Register volunteer workers according to established procedures.

American Red Cross

- Provide mass care operations according to established procedures and policies.
- Provide coordination of mass care information and activities with the EOC.

Northshore Emergency Management Coalition (NEMCo)

- Coordinate requests for shelter and mass care assistance through the local Red Cross Chapter.
- Coordinate with outside agencies which provide mass care services to ensure the needs of the community are met.

Local Human Service Agencies and Volunteer Organizations

- Provide mass care and human services according to established policies and procedures.
- Coordinate activities with the Red Cross and NEMCo to ensure community needs are met.

Local animal service agencies and volunteer organizations

- Provide animal care and sheltering assistance according to established policies and procedures.
- Coordinate activities with NEMCo to ensure community needs are met.

King County Sheriff's Department

- Provide security and maintain order at mass care locations as appropriate.

WA State Department of Social and Health Services

- Assist with the coordination of mass care, emergency assistance, housing, and human services responses by state and non-governmental organizations.
- Provide guidance on mass care and related issues to local jurisdictions.

ESF 7: LOGISTICS

LEAD AGENCY

City of Kenmore Admin and Finance Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Public Works Department
City of Kenmore Development Services Department
Northshore Emergency Management Coalition

EXTERNAL

King County Office of Emergency Management
WA State Department of Emergency Management

PURPOSE

To provide for the effective management of resources during emergencies and disasters. Resource support involves the provision of services, personnel, supplies, and facilities during disaster response and recovery.

It includes the following primary core capabilities:

- Logistics & Supply Chain Management

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Critical Transportation
- Environmental Response/Health and Safety
- Mass Care Services
- Operational Communications
- Public Health, Healthcare, and Emergency Medical Services

AUTHORITIES AND POLICIES

Each City Department is responsible for developing and maintaining lists of department resources, including equipment, personnel, and supplies for use during emergency and disaster operations.

Each City Department assigned responsibilities in this emergency operations plan is responsible for developing and maintaining lists of equipment and service providers necessary to support the departments' responsibilities and functions during disaster operations.

The City Emergency Management Coordinator shall provide copies of resource lists of equipment and service providers to NEMCo for inclusion in the resource database.

Requests for resources other than contract or mutual aid from outside the local area will be coordinated by Kenmore through NEMCo and/or King County Office of Emergency Management.

SITUATION

Disaster operations will quickly overwhelm local resources. Resources requested from outside the local area may be unavailable for several hours or days. It may be necessary to prioritize the use of local resources according to the severity of individual incidents.

The management of resources will vary greatly from incident to incident. It will be necessary to maintain flexibility in the management of resources and adapt to the changing situations that may be associated with the disaster.

CONCEPT OF OPERATIONS

Locally available public resources and those available through mutual aid shall be utilized prior to requesting resources through NEMCo and/or King County Office of Emergency Management.

To the greatest extent possible, a free-market economy and distribution system shall be utilized during disaster operations. Controls over limited and critical resources may be put into place on a county or statewide basis when the situation warrants.

The city may obtain services, equipment, and supplies necessary to respond to a disaster through private sources. It will be the responsibility of the Finance Department to issue purchase orders, vouchers, warrants, or temporary contract agreements as required at the time of the disaster. When appropriate, pre-disaster agreements may be initiated to facilitate an efficient operation.

When necessary, staging areas for incoming resources will be utilized. Each staging area shall have a supervisor or manager responsible for assigning resources as designated through the EOC. Staging areas will normally be divided into two categories:

- **Response Operations** - The Fire, Police, and Public Works Operations Departments will be responsible for pre-identifying appropriate locations for staging equipment and supplies for disaster response operations.

- **Mass Care** - The Community Development Department and Development Services Department will be jointly responsible for pre-identifying staging areas and distribution locations for human service supplies and donated goods. This may be done in coordination with NEMCo and local volunteer and human services support agencies when appropriate.

The city has designated **Kenmore City Hall, at 18120 68th Ave NE**, as the location of the City's Community Point of Distribution (CPOD) for distribution of commodities to the public.

NEMCo and King County Office of Emergency Management shall be notified regarding the location and function of all staging areas within the City to facilitate the locating of resources arriving from outside the local area.

Allocation and distribution of resources from staging areas will be coordinated through the EOC. Once allocated, resources will be managed by the responsible department(s) and/or support agencies to which they are assigned.

Monetary donations received by the city will be processed and managed by the Finance Department. All monetary donations shall be allocated to support the recovery of the community from the disaster. Allocation of donated funds will be the responsibility of the City Council and shall take place in an expedient manner.

The King County Sheriff's Department shall be responsible for providing security and traffic control at staging area and resource distribution locations as necessary.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

All requests for outside resources shall be coordinated through the EOC and/or NEMCo. Allocation of resources located at staging areas shall be done through the EOC.

The allocation of resources, especially to the public, shall be conducted with a whole community approach. This includes ensuring that CPODs or other resource distribution sites are in compliance with ADA standards as closely as possible gift the disaster incident as well as the incorporation of needs of those with AFN, ENC, and LEP concerns into the planning process so that resources can be distributed to them to the greatest extent possible.

CRITICAL TASKS

City of Kenmore Public Works Department

- Pre-identify appropriate response operations staging areas within the city.
- Request outside resources through the EOC.
- Provide staging area supervisors or managers as appropriate.

City of Kenmore Community Development Department and Development Services Department

- Pre-identify appropriate human services staging and distribution areas within the city.
- Request outside resources through the EOC.
- Coordinate distribution activities with appropriate human service agencies.
- Develop procedures for emergency procurement of supplies and services and coordinate these activities during emergency operations.

City of Kenmore Admin and Finance Department

- Assist in procurement of resources for incident management.
- Staff EOC specifically Finance positions.
- Collect and manage monetary donations.
- Distribute donated funds as directed by the City Council.

King County Sheriff's Department

- Pre-identify appropriate response operations staging areas within the city.
- Provide security and traffic control at staging and distribution areas as necessary.
- Assist other city departments as needed in support of resource management activities.

Northshore Emergency Management Coalition

- Coordinate requests for resources from outside the area, other than mutual aid and contract service providers.

King County Office of Emergency Management

- Support mutual aid requests.
- Facilitate regional discussions related to critical resource requests, prioritization, and allocation.
- Facilitate the fulfillment of resource requests that cannot be accomplished at the city level or forward requests to the State.

WA State Department of Emergency Management

- Provide resource support services and fulfillment of requests that cannot be accomplished at the City or County level.

ESF 8: PUBLIC HEALTH AND MEDICAL SERVICES

LEAD AGENCY

Shoreline Fire Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore City Management Department
City of Kenmore Police Department

EXTERNAL

King County Medical Examiner
Local Hospitals and Medical Clinics
King County Office of Emergency Management
American Red Cross
Puget Sound Blood Centers
Local Ambulance Service Providers
King County Sheriff's Office
WA State Department of Health

PURPOSE

To provide for the coordination of emergency health and medical services during major emergencies and disasters. This Emergency Support Function is designed to provide guidance in the allocation of available medical resources and services to meet the emergency health and medical needs of the community in a major emergency or disaster.

It includes the following primary core capabilities:

- Public Health, Healthcare, & Emergency Medical Services
- Fatality Management Services

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Environmental Response/Health and Safety
- Mass Care Services
- On-Scene Security, Protection, and Law Enforcement

- Operational Communications
- Situational Assessment

AUTHORITIES AND POLICIES

The King County *Multiple Casualty Incident Procedures* shall be utilized to provide timely services to those having the most urgent medical needs and to assist in the distribution of patients to medical facilities.

The mass medical care procedures established by hospitals and health care support agencies shall be utilized during response to major events.

Additional resources necessary for emergency medical activities beyond existing procedures and mutual aid agreements shall be requested through NEMCo.

SITUATION

A significant disaster with large numbers of injuries will overwhelm existing medical service capabilities. Much of the immediate medical attention to victims will be administered by well-meaning 'Good Samaritans' or volunteers at the scene who have little or no first aid training. Such a disaster may also pose public health threats, including problems related to food, water, wastewater, solid waste, disease vectors, and mental health.

Medical facilities may sustain damages which affect their ability to provide services. Facilities remaining in service may be overwhelmed by the walking wounded and more seriously injured victims who are being transported to those locations. Medical supplies and pharmaceuticals may be in short supply. Disruptions to local transportation, utility, and communication systems may cause delays in restocking critical resources.

Uninjured persons who require daily medication may have difficulty in obtaining medications due to reduced mobility, damage or destruction of normal supply locations, and general shortages within the disaster area.

Major medical emergencies caused by a release of toxic or radioactive substances or by explosion may overwhelm medical resources and facilities as these types of incidents require specialized treatment available only at a limited number of medical facilities.

CONCEPT OF OPERATIONS

The Shoreline Fire Department is the lead agency for providing pre-hospital medical services during emergencies within the city.

The Fire Chief or a designee shall provide direction and control over department resources and coordination with the EOC.

In accordance with the national Incident Management System (NIMS) on-scene management of emergencies shall follow the Incident Command System.

Notification and activation of emergency response personnel will be through established channels and procedures (See ESF 2 - Communications).

In the event of structural failure or inaccessibility of medical facilities in a disaster, any City facility or temporarily established site may serve as a remote emergency clinic, temporary hospital, or morgue for its local area until coordination of more permanent facilities can be established. The establishment of these temporary facilities shall be coordinated with supporting agencies and the EOC, King County Office of Emergency Management, and NEMCo.

Any site designated by the Incident Commander may serve as a command post, staging area, triage or treatment area, or transportation station.

Mutual Aid Agreements exist with numerous agencies throughout the Puget Sound Area. Requests for assistance will be coordinated through normal Fire channels, the EOC, King County Office of Emergency Management, and NEMCo.

It is anticipated that in major medical emergencies, assistance beyond what may be available through existing mutual aid agreements will be necessary. In these cases, assistance and resources from state and federal agencies may be requested through NEMCo and/or King County Office of Emergency Management.

Seattle/King County Public Health shall provide direction to private and governmental service agencies and the public in the prevention of disease, handling of food, water, wastewater, and solid waste. The Health District will also oversee the activities in public facilities to ensure health standards are maintained to the greatest degree possible.

Seattle/King County Public Health shall assist in the coordination between city, county, state, and federal agencies providing medical and health support services within the county.

The King County Medical Examiner is responsible for the identification of the deceased, body recovery, storage and transportation, and disposition of personal effects and unclaimed bodies, as well as the notification of next of kin. The medical examiner shall coordinate with supporting service agencies and maintain records on all deaths resulting from a disaster.

Mental health services may be provided through a variety of private, public, and volunteer mental health counseling services. Coordination of these services shall be through the Sheriff’s Department, NEMCo, and/or King County Office of Emergency Management.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Field response agencies, medical facilities, and supporting organizations are responsible for the development of operating procedures for their specific agencies and facilities, as well as for the training of employees involved in medical operations. These procedures will incorporate a whole community response.

The King County *Multiple Casualty Incident Procedures* is a separately published document which was developed by the fire departments and emergency medical service providers in King County to provide for coordinated operations in a mass casualty incident. This plan is utilized by all King County fire departments/districts and emergency medical service providers and transporters. It is updated periodically.

CRITICAL TASKS

Shoreline Fire Department

- Establish incident command at emergency scenes and provide initial incident evaluation to ensure appropriate allocation and coordination of resources.
- Provide on-scene emergency medical treatment and implement the Multiple Casualty Incident Procedures for on-scene management.
- Provide ongoing incident status and pertinent information to the EOC or the Command Officer on duty as appropriate.
- Coordinate the establishment of first aid stations, temporary medical treatment facilities, and morgues as appropriate.
- Provide advanced life support services to critically injured victims.
- Provide medical support and technical assistance to the Incident Commander at incident scenes.
- Provide coordination and transport of victims to medical treatment facilities.
- Maintain medical resource lists.

Seattle/King County Public Health

- Provide information to appropriate agencies and the public regarding disease prevention and sanitation precautions.
- Coordinate with local public works departments to determine the potential for water contamination and sewage and solid waste disposal system failures which may pose a health risk to the community. Notify the appropriate agencies and the public.
- Monitor overall community support activities as they relate to the health district and respond to situations that may pose a risk to the public, including food storage, handling, and distribution; contamination by toxic releases; and public shelter operations.

- Provide necessary assistance, equipment, and health related services as appropriate, including mass immunization, infectious disease control, medical care at health district clinics, and coordination of personnel and resource support to area hospitals and medical facilities as required.

King County Medical Examiner

- Provide for the recovery and disposition of bodies, determination of cause of death, notification of next of kin, and maintain records of disaster related deaths.
- Provide coordination for temporary morgue and mortuary services.
- Provide information to the news media and the public regarding medical examiner operations and status of activities.

Local Hospitals and Medical Facilities

- Receive any injured person without regard to the person's ability to pay for services. Maintain cost records and treatment documentation.
- Triage and provide treatment for patients according to established mass casualty procedures. Direct ambulatory patients to alternate care facilities when appropriate.
- Establish and maintain communications with hospital control. Provide information and facility status as required.
- Provide personnel and equipment for dispatch to disaster scenes or temporary medical facilities as required.
- Maintain records and field assessment reports for patients treated and transported.

Northshore Emergency Management Coalition

- Assist with coordination of area-wide health care related activities through the joint EOC.
- Coordinate requests for and the distribution of resources obtained locally and from state and federal support agencies as requested by health care facilities and local jurisdictions.

American Red Cross

- Provide nursing services and medical treatment at temporary shelters and medical treatment centers as appropriate.
- Mobilize volunteers to assist in the relief efforts and provide emergency feeding for disaster workers.

Puget Sound Blood Centers

- Coordinate requests for blood and blood by-products.

Local Ambulance Service Providers

- Provide basic life support services to injured victims.
- Provide transport of victims to medical treatment facilities.

King County Sheriff's Office

- Provide security at temporary morgue facilities as required.

WA State Department of Health

- Aid local governments in identifying and meeting the public health and medical needs of victims of a major disaster or public health emergency.

ESF 9: SEARCH AND RESCUE

LEAD AGENCY

Shoreline Fire Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Police Department
Northshore Emergency Management Coalition

EXTERNAL

King County Search and Rescue
City of Kenmore Public Works Department
WA State Department of Transportation
United States Coast Guard
United States Air Force
King County Office of Emergency Management

PURPOSE

The purpose of ESF 9 is to describe the coordination of available search and rescue resources. The scope of the search and rescue (SAR) emergency support function is divided into three operational areas:

- **Land search and rescue** - primarily utilized for locating the lost or missing in urban, rural, or wilderness areas.
- **Air search and rescue** - locating missing or downed civil aircraft. This is the responsibility of the Washington State Department of Transportation and United States Air Force.
- **Disaster or urban search and rescue** - encompasses searches for individuals missing due to disasters affecting primarily urban areas, such as explosions or earthquakes where severe structural damage has incurred.

The City of Kenmore has limited capability for providing search and rescue functions during disaster operations and will rely, when necessary, on outside resources for providing this service. However, the NEMCo Volunteer Corps is developing this capability, to include the use of UAVs and CERT members to search large areas.

It includes the following primary core capabilities:

- Mass Search and Rescue Operations

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Environmental Response/Health and Safety
- Fatality Management
- Operational Communications
- Public Health, Healthcare, and Emergency Medical Services
- Situational Assessment

AUTHORITIES AND POLICIES

Plans for search and rescue operations are separately published documents for each operational area. The City of Kenmore shall follow the procedures established in these plans in support of the agencies and jurisdictions providing search and rescue activities within the city.

Washington Administrative Code (WAC) Chapter 118-04 Emergency Worker program outlines the requirements regarding issuing mission numbers and emergency worker classifications for search and rescue incidents.

Per Revised Code of Washington (RCW) 38.52.400 Search and Rescue Activities - Powers and Duties of Local Officials, the chief law enforcement officer of each political subdivision is responsible for SAR activities. The rescue of survivors or potential survivors shall be considered primary, recovery of bodies secondary, in any SAR operation. When SAR activities result in the discovery of a deceased person, or SAR workers assist in the recovery of human remains, the On-Scene Commander will ensure compliance with Chapter 68.08 RCW (handling and notification to Coroner).

Per RCW 38.52.010, search and rescue means the act of searching for, rescuing, or recovering persons who have become lost, injured, or are killed as a result of natural, technological, or human-caused incidents.

Per RCW 47.68.380, the aviation division of WSDOT is responsible for the conduct and management of aerial search and rescue activities for civilian aircraft within the State.

RCW 68.08 describes the process of handling human remains. When search and rescue activities result in the discovery of a deceased person or search and rescue workers assist in the recovery of human remains, the city will comply with this RCW.

SITUATION

The City of Kenmore is a primarily urban area with some interfacing areas of forest and recreational spaces. Most individuals who become lost will be within a few minutes' travel from their homes. In addition to individuals becoming lost in wild-land or recreational areas, there is a potential for children and the elderly or confused to become lost or disoriented in the urban environment.

Earthquakes pose a particularly severe threat to the city. Given the high population density, the number of unstable slopes, and the likelihood of structural damage trapping and injuring individuals, this threat can add a significant level of complexity to a SAR response.

CONCEPT OF OPERATIONS

The King County Sheriff's Office is responsible for the command and control of land search and rescue activities within the city. The primary resource for land search and rescue is the King County Search and Rescue Group, composed primarily of volunteers. Additional volunteer resources include the Community Emergency Response Team (CERT). Resource requests concerning these organizations will be coordinated by the King County Sheriff's Department through dispatch and/or through NEMCo.

Search and rescue operations for missing civil aircraft is the responsibility of the Washington State Department of Transportation, Aviation Division. The United States Air Force is responsible for locating missing military aircraft and aircraft of international origin. The United States Coast Guard directs all maritime search and rescue operations on or above navigable waters. Requests for these resources will be through the NEMCo and/or the King County Office of Emergency Management. The King County Sheriff's Office will be responsible for coordinating ground support of these operations upon request.

The King County Sheriff's Office, in coordination with NEMCo, will be responsible for resource requests and the coordination of disaster and urban search and rescue operations within the city. The city has minimal resources for carrying out heavy rescue operations. Operational activities associated with disaster search and rescue at the local level may require support from the Shoreline Fire Department and the City of Kenmore Public Works Department.

Regional and Federal Urban Search and Rescue Teams for large-scale operations are available to respond within 12 to 72 hours. The closest Urban Search and Rescue Team is located within the Puget Sound area. The team should be requested through the NEMCo. Search and Rescue Teams responding from outside jurisdictions will follow

established plans, guidelines, and procedures while operating within the city. City staff and departments will provide coordination and support for these activities whenever necessary.

The search for and recovery of bodies will normally be conducted only after the rescue of survivors has been completed and the environment will allow for safe operations by search and recovery personnel.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Individual agencies responsible for managing the various types of search and rescue operations are responsible for the development of operating procedures for their specific agencies and for training employees and volunteers involved in these activities. These plans and procedures are separately published documents.

The King County Sheriff's Office and/or Shoreline Fire Department personnel involved in the operations and/or support of search and rescue activities shall establish command posts and operate according to the Incident Command System as predicated by the National Incident Management System (NIMS).

CRITICAL TASKS

King County Sheriff's Office

- Provide direction and control for air and land search and rescue activities within the City of Kenmore.
- Provide support for search and rescue activities and operations being conducted by teams responding from outside the city.

Shoreline Fire Department

- Provide for the coordination and support of disaster and urban search and rescue activities.
- Provide staff and resources for disaster and urban search and rescue activities within the capabilities of the Fire District.

City of Kenmore Public Works Department

- Provide staff and resources in support of search and rescue activities as appropriate.

Northshore Emergency Management Coalition

- Request search and rescue resources as necessary and provide support to the city and outside agencies as appropriate.

King County Search and Rescue

- Support land SAR operations with available and appropriate resources including but not limited to personnel, air assets, and affiliated volunteers.
- Support water SAR efforts with Marine Patrol and Dive Team personnel and equipment.

ESF 10: HAZARDOUS MATERIALS

LEAD AGENCY

Shoreline Fire Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Police Department
City of Kenmore Environmental Services Department
City of Kenmore Public Works Department

EXTERNAL

King County Office of Emergency Management
Seattle Fire Department
South Snohomish County Haz-Mat Team
Eastside Hazardous Materials Response Team
King County Sheriff's Office
WA State Patrol
Seattle/King County Public Health
WA State Department of Ecology
WA State Emergency Operations Center
WA State Department of Health

PURPOSE

The purpose of ESF 10 is to define the overall responsibilities of local agencies in Hazardous Materials Emergencies. This Emergency Support Function augments the response procedures of the local Hazardous Materials Response Team, first responder agencies, and the Northshore Emergency Management Coalition. This Emergency Support Function also provides for coordination with the Northshore Emergency Management Coalition (NEMCo), Local Emergency Planning Committee, and all state, federal, and private agencies and organizations that may have a role in hazardous materials response and recovery activities within the city.

It includes the following primary core capabilities:

- Environmental Response/Health and Safety

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Infrastructure Systems
- On-Scene Security, Protection, and Law Enforcement
- Operational Communications
- Situational Assessment

AUTHORITIES AND POLICIES

Federal regulations require each state to establish a State Emergency Response Commission (SERC), to identify local jurisdiction emergency planning districts and form Local Emergency Planning Committees (LEPC). The local LEPC is required to develop hazardous materials response plans.

Washington Administrative Code (WAC) 118-40 – Hazardous chemical emergency response planning and community-right-to-know planning.

WAC 173-303-154 – Spills and discharge into the environment, defines responsibility for cleanup and recovery following a HazMat incident.

WAC 296-305-03002 – Hazardous materials outlines safety equipment for fire department personnel involved in HazMat incidents.

WAC 296-824-300 – Training requires training for employees involved in emergency response operations for releases of hazardous substances.

WAC 296-824-500 – Incident Requirements outlines how decontamination and incident termination procedures shall be performed.

Revised Code of Washington (RCW) 70.136 – Hazardous Materials Incidents outlines requirements for HazMat incident response.

RCW 4.24.314 – Person causing hazardous materials incident-responsibility for incident cleanup- Liability dictates responsibility for HazMat cleanup for transportation-related HazMat incidents.

King County Board of Health Title 10, Solid Waste Regulation, Chapter 10.80 – Identifies Personal Health Services King County (PHSKC) as the lead agency for screening small amounts of suspected hazardous and non-regulated materials.

2015 Washington State Building Code – Chapter 3 defines the classification of buildings and structures as to use and occupancy.

The National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit – Outlines documentation standards for spills in the city.

National Fire Protection Agency (NFPA) 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents 8.1.2.2 (d) – Requires an IAP for HazMat incidents.

SITUATION

Hazardous material incidents may occur anywhere and at any time within the city. The city is impacted by major transportation routes which are used to transport hazardous materials.

Several locations within the city are at minimal risk of terrorist activities which may include the intentional release of chemical, radiological, biological, or explosive devices which would impact the city. These locations include local government facilities, such as City Hall, as well as water storage and transportation infrastructure.

The threat presented by hazardous materials incidents may be to both public health and safety as well as the environment. Hazardous materials incidents require response and clean up procedures to vary with the type and quantity of material released. Hazardous material incidents may require multi-agency and multi-disciplinary responses to adequately handle the situation.

CONCEPT OF OPERATIONS

The Shoreline Fire Department is the designated Incident Command Agency for hazardous material incidents within the city. The Washington State Patrol shall have incident command authority on state highways within the City. The Incident Commander will establish unified command with the Haz-Mat team, Fire Department, emergency medical services, public works, police, and other local and/or state agencies as appropriate for the specific incident.

Seattle Fire Department, Eastside Fire Department, and South Snohomish County Fire Department Haz-Mat Teams are the primary response agencies for hazardous materials emergencies in the city. A mutual aid agreement exists for these services.

In accordance with the National Incident Management System (NIMS), the Incident Command System (ICS) will be used when responding to all hazardous material incidents.

Initial requests for qualified hazardous material team assistance may be made to NORCOM, SNOCOM, and/or NEMCo.

The Incident Commander shall be responsible for notifying NEMCo and/or the King County Office of Emergency Management when hazardous material releases occur within the city. This notification may be done through the dispatch center or by telephone. NEMCo and/or the King County Office of Emergency Management will notify the Department of Ecology, the Washington State Emergency Operations Center, and the King County Office of Emergency Management as needed. These agencies are responsible for providing support during hazardous materials emergencies. Additional notifications may be made when appropriate.

The Washington State Department of Health and Seattle/King County Public Health shall be notified in the event of a release of radioactive materials. Radiation detection and monitoring equipment is maintained and utilized by the Snohomish County Haz-Mat Team.

The individual, business, or agency responsible for the spill is responsible for assuring effective abatement of the release or threatened release of any hazardous substance. The Washington State Department of Ecology is responsible for monitoring clean-up activities to assure compliance standards are met.

The Shoreline Fire Department, in cooperation with the King County Sheriff's Department, is responsible for overseeing the protection of public health and safety during hazardous material incidents; this shall include evacuation and perimeter control. Long-term site isolation and security shall be the responsibility of the Washington State Department of Ecology or their designee.

The Washington State Patrol and King County Sheriff may provide specialty response teams for clandestine drug lab and explosive device incidents.

The Kenmore Public Works Department shall be the primary agency for coordinating water and sewer utilities for the protection of water and sewer systems within the city which may be affected by a hazardous material release. The Public Works Department is also responsible for protecting natural resources such as streams and lakes.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Responding agencies are responsible for the development of response procedures for their agencies and for training employees involved in emergency response operations for releases of hazardous substances in accordance with current state and federal guidelines.

Response procedures and plans are separately published documents which should be developed in coordination with other response agencies for the jurisdiction.

CRITICAL TASKS

Shoreline Fire Department and the responding Haz-Mat Team

- Provide 24-hour response to hazardous material emergencies.
- Serve as Incident Command or serve as part of a unified command as appropriate during hazardous materials emergencies.
- Assist with emergency notifications and warnings and evacuations as necessary.
- Coordinate and liaise with other agencies involved in the incident.
- Provide communications and technical support, including radiological monitoring of the incident.
- Coordinate fire resources when emergency mobilization is authorized for a hazardous materials incident.
- Take initial steps to size up the situation, isolate the scene and protect life and property.
- Request assistance and make initial notifications to NEMCo and local agencies and provide warnings to the public as appropriate.
- Provide on-scene city liaison and public information officer during the emergency.

City of Kenmore Public Works Department

- Assist water and sewer providers in protecting city water and sewer supplies and systems as appropriate and provide notification to other utility providers which may be affected by the emergency.
- Establish coordination with other utilities providers during response activities.

King County Sheriff's Office

- Provide for perimeter control, re-routing of traffic, and initial security.
- Assist with emergency notification of the public and evacuation as appropriate.
- Provide a public information officer if requested.
- Provide response teams for clandestine drug lab and explosive device incidents.

Northshore Emergency Management Coalition (NEMCo)

- Assist with the activation of the Emergency Operations Center as necessary to coordinate support activities for the incident such as emergency notifications, public shelters, resource support, public information, and liaison with county and state emergency operation centers.
- Coordinate activities of outside agencies and departments in support of response to the incident as requested.
- Make notifications to appropriate county, state, and federal agencies.

- Support activities on-scene when requested by the Incident Commander.

Public Health Seattle/King County

- Assess potential impacts to food and water supply sources.
- Provide timely health information to Incident Command and the public regarding the incident, emergency health treatment, prevention, and personal decontamination.
- Provide Environmental Public Health support to Incident Commanders.
- Conduct syndromic surveillance by monitoring hospital emergency departments for unusual patterns or admissions.
- Provide authorization for testing of suspected bio-terrorism samples by State Department of Health Laboratory; notify Incident Commanders and appropriate agencies of testing results.
- Identify and request appropriate WA State Department of Health resources.
- Coordinate provision of emergency supplies and equipment to hospitals.
- Provide Public Information Officer (PIO) support to Incident Commanders and Joint Information Centers.

Washington State Patrol

- Provide response teams for clandestine drug lab and explosive device incidents.
- Serve as Incident Command Agency or serve as part of a unified command as appropriate during hazardous materials emergencies.

Washington State Department of Health

- Provide response, monitoring, and clean-up to radiological incidents.
- Provide notifications to the public regarding precautionary measures and health effects related to released materials as necessary.

Washington State Department of Ecology

- Provide 24-hour response to serious hazardous material incidents.
- Provide expertise in containment and clean-up of hazardous materials and ensure that source control, containment, clean-up, and disposal are accomplished.
- Assume responsibility of incident management and clean-up if the responsible party is unavailable, unresponsive, or unidentified.
- Provide coordination with other environmental and state agencies involved in clean-up and/or recovery.
- Initiate enforcement actions as appropriate.

Washington State Emergency Operations Center

- Maintain 24-hour communication and notification capability and activate State EOC as necessary.

- Coordinate state agency response activities through the state EOC, including procurement of state resources as needed for response activities.
- Provide a PIO to support a joint information center if needed.

Washington State Military Department/National Guard CST

- Provide technical support, response, decontamination, and monitoring hazardous materials incidents of significant size and/or duration.

ESF 11: AGRICULTURE AND NATURAL RESOURCES

LEAD AGENCY

City of Kenmore Development Services Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore City Management Department
City of Kenmore Public Works Department

EXTERNAL

King County Sheriff's Office
Public Health Seattle/King County
King County Office of Emergency Management
WA State Emergency Operations Center
WA State Department of Agriculture
WA State Department of Social and Health Services
Various Applicable Federal Agencies

PURPOSE

The purpose of this Emergency Support Function (ESF) is to provide food and water for mass feeding and distribution and for providing transportation to distribution sites during a catastrophic disaster. This ESF is applicable to catastrophic events that exceed the capabilities of the local resources available through city, county, private, and volunteer agencies and organizations. This ESF is designed to closely support ESF 6 - Mass Care, Housing, and Human Services.

It includes the following primary core capabilities:

- Environmental Response/Health and Safety

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Logistics & Supply Chain Management
- Mass Care Services
- On-Scene Security, Protection, and Law Enforcement
- Public Health, Healthcare, & Emergency Medical Services

- Situational Assessment

AUTHORITIES AND POLICIES

The city will coordinate through NEMCo with county, state, and federal officials and follow the policies of these agencies in the execution of this ESF.

The priority of providing food will be first to areas of acute need and then to areas of moderate need.

The city will work cooperatively with all community, humanitarian, and social service organizations to coordinate this activity.

Public Health Seattle/King County will provide guidance to City departments and other agencies to ensure the safety of food and water to the public.

Mass distribution of food and water will be provided for as short a period as possible. It is essential to the economic recovery of the community that regular methods of distribution through local businesses be re-established as quickly as possible.

SITUATION

An event of catastrophic proportion will deprive large numbers of people access to and/or the means to prepare food. In addition to disruption to the local food supply and distribution network, an event may destroy food supplies in the general area. Commercial cold storage and freezer facilities may be inoperable.

Water supplies will be insufficient in supply due to damage to the local distribution system, contamination, or both. This will require potable water or beverage supplies to be distributed in mass quantities.

The city has limited experience in coordinating the distribution of food, water, and donated goods in a catastrophic event. If not handled properly, food, water, and donated goods can become vehicles for illness and disease transmission, which must be avoided. Guidance for these activities will be provided by local and state health authorities when appropriate.

CONCEPT OF OPERATIONS

The Development Services Department will be responsible for coordinating the functions of this ESF with NEMCo and county, state, and federal agencies on behalf of the city as required by the nature and extent of the disaster.

All requests for food and water of this magnitude will be processed through the Emergency Operations Center (EOC). The city will determine needs based on the information available and make requests to the State through NEMCo.

Coordination of distribution locations will be done on a regional level. The city will provide information to NEMCo and/or the King County Office of Emergency Management regarding suitable locations for storage, distribution, and mass feeding within the city.

Locations suitable for providing storage, distribution, and mass feeding capability from a single location will be preferred sites.

The operational concepts and resources established for ESF 6 - Mass Care will be utilized in support of this function.

Seattle/King County Public Health will provide guidance to City Departments and other agencies to ensure the safety of food and water distributed to the public.

Mass distribution of food and water will be provided for as short a period as possible. It is essential to the economic recovery of the community that regular methods of distribution through local businesses be re-established as quickly as possible.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Procedures established to carry out the responsibilities of ESF 6 - Mass Care, will be utilized to guide the activities of city staff and agencies, to include ensuring that the whole community is considered and served by any actions taken in accordance with this ESF.

Procedures established by state and federal agencies which are charged with food and water distribution under the state and federal response plans will be followed when these agencies are working within the city. City officials will support state and federal efforts as necessary.

CRITICAL TASKS

City of Kenmore Development Services Department

- Coordinate with NEMCo and county, state, and federal agencies regarding the need for food and water distribution within the city.
- Make requests for food and water resources through the NEMCo Emergency Operations Center when local resources are or will be inadequate to meet area needs.

- Provide support to county, state, and federal agencies with City staff and resources available to support food and water distribution.
- Identify suitable locations within the city for food and water distribution and mass feeding operations.

Northshore Emergency Management Coalition

- Assist the City and coordinate area-wide activities in coordination with county, state, and federal officials.

King County Sheriff's Office

- Provide law enforcement activities in support of food and water distribution.

City of Kenmore Public Works Department

- Provide support activities in food and water distribution as appropriate.

WA State Departments of Agriculture and Social and Health Services

- Provide nutrition assistance through the Food and Nutrition Service. This assistance may include determination of need; obtaining appropriate food supplies; arrangement of delivery; and authorization of disaster food stamps.

Other County, State and Federal Agencies

- Provide food and water supplies and coordination and distribution of food and water supplies, utilizing all available resources and procedures established in the agencies' response plans.

ESF 12: ENERGY

LEAD AGENCY

City of Kenmore Community Services Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Engineering Department
City of Kenmore Public Works Department

EXTERNAL

King County Office of Emergency Management
WA State Emergency Operations Center
WA State Department of Commerce
WA Utilities and Transportation Commission
Puget Sound Energy

PURPOSE

To provide for the coordination between the City of Kenmore, county, state, and federal agencies, and local utility providers for the effective use of electric power, natural gas, and petroleum supplies. The level to which energy supplies are restricted due to damage suffered during an emergency or disaster will be determined by the nature and scope of the event.

It includes the following primary core capabilities:

- Infrastructure Systems

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Operational Communications
- Situational Assessment

AUTHORITIES AND POLICIES

The State of Washington and the Federal Government have the authority to restrict use of energy resources during times of emergency or disaster. The City of Kenmore shall

comply with all orders issued regarding the curtailment of energy resources.

The City of Kenmore shall provide a liaison to coordinate energy-related issues with county, state, and federal officials, and utility providers as necessary. This may be done through NEMCo.

SITUATION

Puget Sound Energy, which provides service to the City of Kenmore, is part of an organized collective of public and private generation and distribution facilities. They are interconnected to the Northwest Power Pool. Relying on the power pool concept, the electric power industry has developed the capability to provide power under extreme conditions.

Natural gas distribution is provided by Puget Sound Energy and is supplied primarily by Northwest Pipeline. Distribution of natural gas is subject to control of the federal government in response to supply and demand factors and emergency situations. Petroleum fuel supplies are provided through a wide variety of sources and companies. Like natural gas and electricity, it is subject to control by the federal government during times of emergency.

There is no centralized system at the local level to provide for the coordination of emergency services provided by public utility providers.

CONCEPT OF OPERATIONS

In the event of state or federally imposed energy restrictions, or in times of emergency when supplies of resources are strictly limited due to damage or shortage of energy supplies, the City will assign a liaison to communicate local needs with utility providers and county, state, and federal authorities. This will normally be the Emergency Management Coordinator or the NEMCo Emergency Manager.

Public and private utility providers are expected to manage and operate the utility within their own jurisdiction, providing energy resources based on requirements and capabilities.

Public utility resources will be used to meet immediate and essential emergency needs, including restoration of utilities to critical and essential facilities within the city. Outside resources may be requested through other utility providers, mutual aid agreements or through the Washington State Emergency Operations Center.

To the maximum extent practical, and within the limitations imposed by state or federal government, public utilities will continue to provide services through their normal means. In the event curtailment orders are issued by the state or federal government, all utilities will comply with such orders.

If energy restrictions affect the delivery of supplies to the general public, the City may be required to enforce such restrictions locally. The need to provide enforcement will be evaluated and handled on a case-by-case basis.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Each utility provider has plans established for the restoration of utility services and for the emergency allocation of resources during times of restriction or shortage. These plans comply with state and federal plans for the curtailment of energy and petroleum products. These plans which are developed and maintained by the state and federal government, as well as utility providers are separately published documents.

The city will follow guidelines and procedures as provided by state and federal officials at the time of emergency.

CRITICAL TASKS

City of Kenmore Engineering Department

- Serve as liaison to utility providers and higher levels of government during emergencies affecting energy utilities and provide information regarding priority needs within the city.
- Provide information to local agencies and officials and the public.

Puget Sound Energy

- Operate utilities according to established procedures during times of energy emergency.
- Provide for the restoration of utility services when disrupted.
- Develop and maintain plans for the priority allocation of energy resources.

Washington State Emergency Operations Center

- Coordinate State assets to support local jurisdictions.
- Provide information and guidance to local jurisdictions during energy emergencies.
- Develop and maintain plans for priority allocation of energy resources.
- Establish a means of gathering information from local jurisdictions regarding local energy needs and priorities.

Washington State Department of Commerce

- Prepare and update energy supply contingency plans.
- Administer energy allocation and curtailment programs in accordance with the Governor’s emergency powers energy legislation.
- Provide information regarding the location and quantity of petroleum supplies,

status of electricity supply and status of natural gas supply.

Washington Utilities and Transportation Commission

- Provide informational assistance and expedite processing of requests from utilities under the Commission's jurisdiction for authority to provide specific services or take specific action related to the emergency or disaster.

ESF 13: PUBLIC SAFETY AND SECURITY

LEAD AGENCY

City of Kenmore Police Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Public Works Department
Shoreline Fire Department
Northshore Emergency Management Coalition

EXTERNAL

Mutual Aid Police Agencies
WA State Patrol
WA State Emergency Operations Center
King County Office of Emergency Management

PURPOSE

To provide for the effective coordination of local law enforcement operations and resources during major emergencies and disasters. This Emergency Support Function (ESF) augments existing mutual aid agreements, emergency response plans, and procedures existing at the local, county, and state levels. It provides guidance for managing and coordinating law enforcement functions and addresses public safety activities within the city.

It includes the following primary core capabilities:

- On-Scene Security, Protection, and Law Enforcement

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Operational Communications
- Situational Assessment

AUTHORITIES AND POLICIES

The procedures established in local plans and consent and/or mutual aid agreements shall be utilized when responding to an emergency or disaster.

Additional resources necessary for law enforcement activities shall normally be obtained through agencies with which letters of consent for mutual aid are in place.

SITUATION

Law Enforcement emergencies may occur at any time and under many circumstances. Major emergencies affecting law enforcement agencies include civil disturbances, crowd control at large public gatherings, evacuation activities, major transportation route disruptions, and threats and/or acts of terrorism.

General law enforcement problems may be compounded by disaster-related community disruption. Law enforcement agencies may also be required to provide support activities to other City departments during emergencies.

In January of 2011, the Department of Homeland Security introduced the new National Terrorism Advisory System (NTAS), which takes the place of the color-coded alerts formerly found in the Homeland Security Advisory System (HSAS). The new system has been developed to better coordinate information sharing among all levels of Law Enforcement and other stakeholders and provide more specific guidance for the public. With NTAS, the Department of Homeland Security will coordinate the development and issuance of formal, detailed alerts regarding specific or credible terrorist threats. The alerts will clearly identify threats as either “imminent” or “elevated” and provide a concise summary of the potential threat, actions being taken at the federal level, and recommended steps for local government, business, and private individuals.

The King County Sheriff’s Office response to terrorism is dependent upon the situation presented. Within the response will be an analytical element, as information collection and disbursement will be a key component of any response. The goal of the response is two-fold: 1) to enhance the safety of the public at large, and 2) to neutralize any threat to the best of their ability.

The King County Sheriff’s Office can reach out directly to the WA State Fusion Center, which has broader access to information. This communication can be conducted one-on-one through the Fusion center, via direct email, or through the Northwest Warn (NWWARN) system. The Fusion Center provides interdisciplinary expertise and situational awareness, as well as information analysis and sharing, to support public and private sector security and critical infrastructure protection.

Additionally, the King County Sheriff's Department maintains regular contact with the Joint Terrorism Task Force (JTTF) working group. Any credible terrorist threat will be immediately reported to the JTTF and leads followed up on appropriately utilizing federal resources if authorized.

CONCEPT OF OPERATIONS

The King County Sheriff's Office is the Incident Command Agency for law enforcement activities within the city. Supporting agencies shall report to and operate under the Incident Commander. The Police Department may establish a unified command with supporting agencies during large scale incidents.

Letters of consent for mutual aid exist with various law enforcement agencies throughout the state. Supplemental law enforcement assistance should be requested through these agencies.

The Police Chief or designee will report to the Emergency Operations Center (EOC) to coordinate law enforcement field operations and resources when activated.

As predicated by the National Incident Management System (NIMS), on-scene management of emergencies shall follow the Incident Command System (ICS).

The Police Chief or designee shall provide direction and control over Department resources and coordination with the EOC. Department personnel shall operate according to specific directives, Department Policies and Procedures, and by exercising reasonable personal judgment when unusual or unanticipated situations arise and command guidance is not available.

Command posts may be established for the coordination of field operations. The On-scene Commander shall provide regular status reports and coordinate requests through the EOC when activated. Co-location of command posts will be the preferred method of field operations when multiple departments/agencies have command posts established.

Communications and emergency notifications shall be through established channels (see ESF 2 - Communications).

Notification of off-duty personnel shall be done according to department procedures, by telephone, department radio, pager, or by Emergency Public Information Procedures (See ESF 2 - Communications).

When the emergency warrants the involvement of state and/or federal military or law enforcement agencies, the Police Chief shall be responsible for the coordination of activities between these agencies and the city, and for providing appropriate information to the EOC when activated.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

Responding agencies are responsible for the development of response procedures for their agencies, and for training employees involved in emergency response. These procedures and training shall include considerations providing services to the whole community, especially those with AFNs and LEP concerns. To aid in this, the Chief of Police will be part of the Disaster Communications Work Group. This will allow them to have a better understanding of the specific needs of the community within the City of Kenmore.

Response plans, agency procedures and mutual aid agreements are separately published documents which should be developed in coordination with other response agencies for the jurisdiction.

CRITICAL TASKS

City of Kenmore Police Department

- Provide law enforcement activities within the city.
- Provide emergency traffic control, coordination of evacuation operations, perimeter control, and assistance with city-wide damage assessment.
- Provide security at the EOC and other critical locations when necessary.
- Provide communications equipment and emergency notification and warning activities within the city.
- Provide for the coordination of explosive device identification, handling, and disposal.
- Provide support to the King County Medical Examiner in the identification of the deceased.
- Serve as liaison between City personnel and military, state, and federal law enforcement agencies responding to emergencies.
- Provide direction and control for air and land search and rescue activities.

Mutual Aid Police Agencies

- Provide law enforcement operational support with staff, equipment, and supplies in accordance with existing consent and/or mutual aid agreements.

Northshore Emergency Management Coalition (NEMCo)

- Provide resource assistance and/or support to command officers as requested.

Washington State Patrol

- Provide law enforcement on state and interstate highways within the city.
- Provide law enforcement operational support with staff equipment and supplies in

accordance with existing agreements and/or as requested through the State EOC when activated.

Washington State Emergency Operations Center

- Coordinate requests for state and federal resources as appropriate.
- Provide National Guard support to law enforcement as requested and as approved by the Governor.

ESF 14: DISASTER RECOVERY

LEAD AGENCY

City of Kenmore Community Development Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Development Services Department
City of Kenmore Public Works Department
City of Kenmore Environmental Services Department
City of Kenmore Admin and Finance Department

EXTERNAL

Contracted Waste Management
King County Office of Emergency Management
WA State Military Department Emergency Management Division
Federal Emergency Management Agency

PURPOSE

To provide guidance for the overall recovery and restoration activities taking place in the city following a major emergency or disaster. The recovery phase includes both short-term and long-term activities. Short-term activities begin during the response phase of the disaster and can last up to six (6) months; long-term activities may continue for ten (10) years or more. Mitigation activities are on-going and will continue to be addressed throughout the response and recovery phases of a disaster.

Recovery and restoration activities taking place following any emergency or disaster will be determined by the specific event. The goal of long-term recovery is to restore the city to pre-disaster (or improved) condition. Some of the long-term recovery activities are extensions of short-term activities; other long-term tasks begin after short-term tasks are completed. City, county, state, and federal agencies may be involved in activities depending upon the event and scope of the situation.

It includes the following primary core capabilities:

- Infrastructure Systems
- Economic Recovery
- Housing

As well as the following supporting core capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Health and Social Services
- Natural and Cultural Resources

AUTHORITIES AND POLICIES

A preliminary damage assessment shall be carried out any time there is a potential for a Presidential Declaration of a disaster or if an assessment is requested by state or county officials. This information shall be provided to the Northshore Emergency Management Coalition and its member cities to support the Governor's disaster declaration to the President.

The City shall provide support to local, state, and federal officials in the completion of Damage Survey Reports to expedite the availability of Public and Individual Assistance Programs that provide support in the overall recovery of the community. Additional information on damage assessment activities may be found in *Support Annex B: Damage Assessment* of this document.

Recovery activities of state, federal, and organized volunteer agencies will be coordinated through a Joint Field Office. The location and level of operation will be determined by the extent of the disaster and the needs of local jurisdictions.

The Northshore Emergency Management Coalition will provide a liaison to coordinate activities with the Disaster Field Office when requested by King County Office of Emergency Management, Washington State Emergency Management, or the Federal Emergency Management Agency.

Detailed information regarding mitigation policies and activities of the City of Kenmore can be found in the *King County Mitigation Plan*, a separately published document.

SITUATION

Major emergencies or disasters which require recovery and restoration activities to take place may occur at any time. Recovery and restoration activities include but are not limited to repair of damaged facilities, utilities, and infrastructure; site decontamination; and broad-based assistance to citizens and businesses. Depending upon the nature of the event, one or more City departments will have a role in restoration and recovery activities.

CONCEPT OF OPERATIONS

The Public Works Department shall be the lead agency for damage assessment activities

within the city. The damage assessment process will include staff from all City departments capable of contributing to this effort and shall be carried out in a cooperative manner.

The American Red Cross utilizes a damage survey process to determine the effect of the disaster on individual citizens and to evaluate immediate human needs. This assessment can contribute to the overall picture of damage status and should be coordinated when possible.

In major events requiring the involvement of multiple City departments, support agencies, or community support groups, the City Manager or Emergency Management Coordinator may appoint a Recovery Task Force to coordinate recovery activities within the city.

In most disaster recovery situations, a team composed of state and federal disaster assistance employees will be assigned to the city to assist with damage surveys and provide restoration guidance. The team will normally be located at the City EOC.

Following an evaluation of damage, appropriate City staff and other involved agencies will determine priorities for repair of essential facilities, utilities, and infrastructure.

In situations where disaster recovery is primarily composed of repair to facilities, utilities, and infrastructure the Public Works Department will be the lead City agency for recovery efforts. In situations where there is contamination from hazardous materials releases requiring long-term mitigation and clean-up activities the Washington State Department of Ecology will be the lead agency.

The City of Kenmore Finance Director will be responsible for preparing work contracts and for the collection and documentation of all costs associated with disaster response and recovery activities.

In situations where the county or state has received a Presidential Disaster Declaration, state and federal funds will be made available to assist the local jurisdiction with disaster costs. The Government Affairs Department, with assistance from other City departments, will prepare all financial documentation required by the state and federal government to ensure recovery of allowable disaster costs.

In disaster recovery situations involving major damage to portions of the city, it may be necessary to evaluate reconstruction and zoning in certain areas. This may include sensitive land use areas, areas targeted for re-development or re-zoning and areas which need other improvements. The Development Services Department will be responsible for reviewing such areas and making recommendations regarding re-building, re-zoning, and other desirable community improvements. The Department will also research potential funding sources for such improvements.

The City Manager’s Office shall provide training and information to City departments regarding the protection of vital City records prior to emergency situations. In post-emergency or disaster situations where vital records have been damaged or

destroyed, the City Clerk shall have the lead role for recovering and restoring vital records. City departments shall aid the City Clerk when requested.

The city has developed a detailed *Disaster Debris Management Plan*, which is maintained as an independent document and, for electronic copies of this plan, linked to in the Incident Specific Annex of this document.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

The City of Kenmore will follow established state and federal procedures required for the recovery of disaster costs.

The City of Kenmore may develop special policies and ordinances for zoning, development and construction following a disaster.

The specific procedures for damage assessments have been developed by NEMCo and are kept as an independent document call *NEMCo Damage Assessment Procedures*. For electronic copies of this plan, a link to this document can be found in the Incident Specific Annex to this document.

This plan takes a proactive posture when completing assessments to help ensure that the effects of an incident on the whole community are properly accounted for. This includes door-to-door assessments, the use of language services, and partnering with representatives of specific communities to ensure that the needs of all community members are properly assessed, recorded, and addressed as best as possible.

CRITICAL TASKS

City of Kenmore Public Works Department

- Evaluate facilities, utilities, and infrastructure damaged during a disaster and establish priorities for repair.
- Work with other local, state, and federal agencies involved in repair and recovery activities within the city to ensure coordinated and efficient operations.
- When appropriate, serve as the City's liaison with disaster assistance teams from the state and federal government.
- Document all costs and activities associated with disaster response and recovery activities and provide information to the Finance Department.
- Serve as a member of the Recovery Task Force as appropriate.

City of Kenmore Development Services Department and Community Development Department

- Evaluate land use, zoning, and target improvement areas following a disaster. Make appropriate recommendations.
- Serve as a member of the Recovery Task Force as appropriate.
- Document all costs and activities associated with disaster response and recovery activities and provide information to the Finance Department.
- Serve as members of the Recovery Task Force as appropriate.

City Manager or Emergency Management Coordinator

- Activate the Recovery Task Force when necessary and serve as chairperson.
- Oversee disaster recovery operations in the city.

City of Kenmore Finance Department

- Collect information regarding disaster-related costs, prepare documentation, and submit it to appropriate state and federal agencies.
- Serve as a member of the Recovery Task Force as appropriate.

City of Kenmore City Clerk

- Provide training and information to City Departments regarding the protection of vital City records.
- Coordinate recovery and restoration activities associated with vital City records.

Northshore Emergency Management Coalition

- Serve as liaison between state/federal disaster recovery teams and the city as appropriate.
- Assist in providing a location for state/federal disaster recovery teams to work as necessary.

Contracted Waste Management

- Provide for the continuation of regularly scheduled household waste pick-up services.
- Coordinate with the City's Government Affairs Department for the collection and management of disaster-generated debris.

WA State Emergency Management Division

- Coordinate activities of Disaster Reservists in support of Preliminary Damage Assessment mission.

Federal Emergency Management Agency

- Provide direction and support to the City during disaster recovery operations.

ESF15: EXTERNAL AFFAIRS

LEAD AGENCY

City of Kenmore City Management Department

SUPPORT AGENCIES

INTERNAL

City of Kenmore Community Development Department
Northshore Emergency Management Coalition
Shoreline Fire Department

EXTERNAL

King County Office of Emergency Management
WA State Military Department Emergency Management Division
Federal Emergency Management Agency

PURPOSE

To ensure that sufficient assets are mobilized during emergencies or disasters to provide accurate, coordinated, and timely information to impacted communities and populace, first responders, governments, media, and the private sector. To provide resource support and mechanisms to implement a local JIC when necessary, supplementing First Responder Public Information Officers (PIOs).

This ESF details the establishment of support positions to coordinate communications to various audiences. It applies to all City departments that may require public affairs or public information support or whose public information support or assets may be employed during an emergency or disaster.

It includes the following primary core capabilities:

- Public Information and Warning

As well as the following supporting core capabilities:

- Planning
- Operational Coordination
- Mass Care Services
- Operational Communications
- Situational Assessment

AUTHORITIES AND POLICIES

It is the policy of the City of Kenmore to provide consistent, accurate, complete, and timely information using all available communication methods.

It is the policy of the City to coordinate the development and dissemination of all disaster-related public information through the designated PIO.

SITUATION

Emergency or disaster situations are typically complex and extend beyond one operational period, possibly exhausting the public information capability of the city.

CONCEPT OF OPERATIONS

The City Manager or Emergency Management Coordinator appoints a PIO to act as the official for coordinating the dissemination of emergency public information as approved and authorized by the Emergency Management Coordinator.

Emergency public information shall be coordinated by the PIO with prior approval from the Emergency Management Coordinator.

The Emergency Management Coordinator may appoint an Assistant PIO when media briefings are required from multiple locations or as the situation requires.

Media briefings will normally take place at City Hall. In the event that this location is not functional, or communications are inadequate, alternate locations will be identified by the EOC and announced by the PIO.

Any or all of the following methods may be utilized to relay emergency information to the public:

- Print, radio, cable, and television media
- City website, email listserv, and social media
- Printed education/information materials
- City radio systems
- Amateur Radio Services
- Public address systems
- Alert Northshore (Code Red)
- Emergency Alert System (EAS)

In some circumstances, it may become necessary to release emergency public information from field command posts. In this event, the individual in charge at the location shall notify the EOC in a timely manner and provide detailed information

regarding information released.

The city can post emergency public information on the City's website. The PIO will coordinate all posted information.

In an emergency, people will turn first to traditional sources of information. The PIO will strive to ensure the same emergency public information message is disseminated through all communication channels.

PROCEDURES AND WHOLE COMMUNITY INTIGRATION

The PIO will determine the methods for dissemination of local emergency information and instructions, with authorization from the Emergency Management Coordinator.

Information will also be disseminated to the Mayor, City Council, emergency personnel in the field, and other City employees so they will know what information and guidance is being released to the public.

A JIC may be established by NEMCo, in coordination with other agencies, to coordinate emergency public information where multiple jurisdictions are impacted and/or involved in the response. This facility would be in direct contact with the EOC, may include PIOs from other jurisdictions, and may be in conjunction with State and Federal information efforts. The location of the JIC will be determined at the time of the emergency.

The designated PIO will maintain up-to-date distribution lists.

Translation of emergency public information for non-English speaking persons will be coordinated through the EOC, with assistance requested from the WA State Emergency Operations Center.

Special instructions and provisions may be made for hospitals, nursing homes, schools, and other groups, to include, but not limited to, communities with AFN, LEP, the ENC, and who are covered under the ADA.

CRITICAL TASKS

City Manager

- Represent the City at press conferences, public hearings, and other public events, as appropriate.
- Appoint a PIO to coordinate the dissemination of emergency public information.

City of Kenmore Emergency Management Coordinator

- Appoint a PIO if necessary.
- Establish policies and procedures pertaining to the release of emergency

information and instructions.
- Approve all press releases and briefings.
- Support the PIO in coordinating all press releases and briefings.

All Other City Departments

- Provide pertinent and timely information (e.g., road closures, emergency instructions, available assistance, restricted areas, etc.) to the EOC regarding field activities and emergency public information.
- Coordinate requests for assistance through the EOC.
- Notify the designated PIO of rumors and misinformation so that corrections can be prepared and issued immediately.

Public Information Officer(s)

- Represent the City at press conferences, public hearings, and other public events as directed by the Emergency Management Coordinator.
- Receive approval from the Emergency Management Coordinator for all press releases and briefings.
- Coordinate with NEMCo when information is to be released on the EAS or other shared information system(s).
- Gather and coordinate emergency public information for timely release to the public.
- Provide copies of all press releases to NEMCo.
- Notify appropriate agencies to assist in the dissemination of emergency public information.
- Give regular information briefings to city officials, news media, and the public, as authorized by the Emergency Management Coordinator.
- Provide information to City Departments that may dispense information to ensure consistency of messaging.
- Provide pre-printed emergency public information brochures and/or flyers for distribution to the public.
- Recommend appropriate location(s) for public official and media briefings.
- Monitor media coverage and public reaction and perceptions to identify rumors and misinformation as soon as possible. Prepare correction(s), if applicable.

Northshore Emergency Management Coalition (NEMCo)

- Throughout the emergency or disaster, NEMCo will assist with city, county, and state PIOs to develop and disseminate emergency public information.

WA State Emergency Operations Center

- Throughout the emergency, public information staff from the State EOC will work with the Governor's press secretary to develop and disseminate information regarding the emergency and State response efforts. State EOC staff will also be

available to assist local officials in disseminating emergency instructions to affected communities.
- Coordinates with local and Federal agencies on the release of emergency information and instructions.

Federal Emergency Management Agency

- The Federal Emergency Management Agency provides for the assignment and establishment of Public Information operations at the Joint State/Federal Disaster Field Office after a Presidential Disaster Declaration.

INCIDENT SPECIFIC ANNEXES

SECTION I: INTRODUCTION

PURPOSE

In order to address more specific details of the emergency management process, the City of Kenmore, in coordination with the Northshore Emergency Management Coalition (NEMCo) has, or is in the process of, creating incident specific annexes and task specific policies and procedures. The below list is of these documents that either currently exist or are in development. Once developed, copies will be available as stand alone, individually maintained, documents and will be hyperlinked to any electronic version of this plan maintained on the city website.

ANNEXES

- Earthquake Response Plan
- Server Weather Response Plan
- Civil Disturbance Response Plan
- Mass Casualty Response Plan
- Contagious Disease Response Plan

TASK SPECIFIC POLICIES

- Disaster Debris Management Plan
- Evacuation Plan
- Sheltering Plan
- Disaster Communications Guidance
- Damage Assessment Procedures
- Volunteer Corps Governance Manual
- Animal Sheltering and Protection Plan

REFERENCES

In addition to applicable laws and other documents noted throughout this plan, the below references were used to create this document and will continue to be referenced as part of the City's response efforts and policy development.

- King County Regional Hazard Mitigation Plan
- King County Comprehensive Emergency Management Plan (CEMP)
- King County CEMP – Emergency Support Functions (ESF) Annexes 2020

- Washington State Emergency Management Division Emergency Planning Resources Webpage and associated resources

LIST OF ACRONYMS

The below list represents a collection of acronyms that were used throughout this plan. This list is meant to be a reference aid while reading the plan, not an all-encompassing list of applicable acronyms.

AAR:	After-Action Report
ADA:	Americans with Disabilities Act
AFN:	Access and Functional Needs
AMBER:	America's Missing Broadcast Emergency Response
CAD:	Computer Aided Dispatch
CEMP:	Comprehensive Emergency Management Plan
CERT:	Community Emergency Response Team
COG:	Continuity of Government
COOP:	Continuity of Operations
CPOD:	Community Point of Distribution
CST:	Civil Support Team
DAP:	FEMA Disaster Assistance Policy
DOD:	United States Department of Defense
EMAC:	Emergency Management Assistance Compact
ENC:	Essential Needs of Children
EOC:	Emergency Operations Center
ESF:	Emergency Support Function
FEMA:	Federal Emergency Management Agency
FLSA:	Fair Labor Standards Act
HSAS:	Homeland Security Advisory System
ICS:	Incident Command System
IDDE:	Illicit Discharge Detection and Elimination
IMAT:	Incident Management Assistance Team
JFO:	Joint Field Office
JIC:	Joint Information Center
JTTF:	Joint Terrorism Task Force
KCC:	King County Code
KCOEM:	King County Office of Emergency Management
LEP:	Limited English Proficiency
LEPC:	Local Emergency Planning Committee
NAWAS:	National Warning System
NEMCo:	Northshore Emergency Management Coalition

NFPA:	National Fire Protection Agency
NGO:	Non-Governmental Organization
NIMS:	National Incident Management System
NOAA:	National Oceanographic and Atmospheric Administration
NORCOM:	Northeast King County Regional Public Safety Communication Agency
NPDES:	National Pollutant Discharge Elimination System
NRCC:	National Response Coordination Center
NTAS:	National Terrorism Advisory System
NWS:	National Weather Service
NWWARN:	Northwest Warning, Alert, & Response Network
OEM:	Office of Emergency Management
PETS:	National Pets Evacuation and Transportation Standards
PHSKC:	Personal Health Services King County
PIO:	Public Information Officer
PL:	Federal Public Law
RCECC:	King County Regional Communications and Emergency Coordination Center
RCW:	Revised Code of Washington
SAR:	Search and Rescue
SARA:	Superfund Amendments and Reauthorization Act
SDWA:	Safe Drinking Water Act
SNOCOM:	Snohomish County Regional Public Safety Communication Agency
SOP:	Standard Operating Procedures
SRIA:	Sandy Recovery Improvement Act
WAC:	Washington Administrative Code
WAEMD:	Washington State Emergency Management Division
WAMAS:	Washington Mutual Aid System
WDFW:	Washington State Department of Fish and Wildlife
WSDA:	Washington State Department of Agriculture
WSDOT:	Washington State Department of Transportation
WSP:	Washington State Patrol
WUTC:	Washington Utilities and Transportation Commission

Letter of Promulgation

To: Comprehensive Emergency Management Plan Recipients

From: Rob Karlinsey – City Manager
Kevin Lowery – Emergency Manager

Date: TBD (Date Adopted by Council)

Subj: Promulgation of the City of Kenmore Comprehensive Emergency Management Plan

We are pleased to promulgate the Comprehensive Emergency Management Plan (CEMP) for the City of Kenmore. This CEMP provides a framework for effectively preparing for, responding to, recovering from, and mitigating the impacts of emergencies and disasters. This plan outlines the roles and responsibilities of various City departments, agencies, and partners throughout all phases of emergency management.

Every effort has been made to ensure that the CEMP is compatible with King County and Washington State CEMPs, the National Response Framework, the National Incident Management System (NIMS), the Revised Code of Washington, as well as other federal, state, county, and local regulations. As a living document, this CEMP will be tested, revised, and updated by the Northshore Emergency Management Coalition (NEMCo) as emergency management evolves, and we learn from exercises and actual events.

This CEMP supersedes any previous CEMP document and has been approved by the City Council through Resolution.

We encourage all City staff, partners, and the community to familiarize themselves with the CEMP so that together, we can support the safety and resiliency of the City of Kenmore.

_____

Rob Karlinsey Date
City Manager
City of Kenmore

_____

Kevin Lowery Date
Emergency Manager
NEMCo

STATE OF WASHINGTON

MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION
MS: TA-20; Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 ▪ FAX: (253) 512-7200
Website: http://www.mil.wa.gov

January 3, 2024

Kevin Lowery, Emergency Manager
City of Kenmore
18120 – 68th Avenue NE
Kenmore, WA 98028

Re: City of Kenmore Comprehensive Emergency Management Plan

Dear Mr. Lowery:

Thank you for submitting the City of Kenmore's Comprehensive Emergency Management Plan (CEMP) for our review as required under Title 38.52.070 RCW. Congratulations on completing this significant accomplishment.

The enclosed documents provide a compilation of recommendations for your next planning and review cycle to meet the requirements of RCW 38.52 and WAC 118.30. Addressing the lawful requirements category will ensure your CEMP's continued consistency with the State CEMP and incorporate industry best practices. The Washington Emergency Management Division (EMD) looks forward to receiving the next iteration of City of Kenmore's CEMP in five years.

To better incorporate the use of core capabilities while also making the CEMP a more operational document, CEMP development in Washington has changed significantly. If you would like additional information or assistance, please contact EMD's Planning Section at emdcempreview@mil.wa.gov.

Sincerely,

Robert Ezelle
Director

Enclosures (2)
EMD CEMP Evaluation Checklist EMD 2023 – City of Kenmore
CEMP Review and Recommendations 2023 – City of Kenmore

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)				
Section Title		**Tier III - Required**	*Tier II - Suggestions*	Tier I - Optional
Basic Plan				
Introductory Documentation		**88%**	**91%**	0%
Purpose, Situation, & Assumptions		**100%**	**100%**	100%
Concept of Operations		**100%**	61%	45%
Direction, Control, & Coordination		**100%**	22%	31%
Organization		**100%**	**100%**	100%
Responsibilities		71%	37%	54%
Communications		70%		14%
Administration		**100%**		100%
Finance		**88%**	33%	86%
Logistics		**100%**	**100%**	100%
Development & Maintenance		**82%**	0%	18%
Annexes				
Population Protection		**81%**	61%	
ESF 4			56%	71%
ESF 5			60%	63%
ESF 6			45%	**77%**
ESF 8			**82%**	**85%**
ESF 9			63%	72%
ESF 10			50%	**80%**
ESF 13			**100%**	**80%**
ESF 15			50%	67%
Resource Management		**78%**	44%	
ESF 7			44%	55%
ESF 11			43%	63%
Critical Infrastructure		62%	59%	
ESF 1			70%	74%
ESF 2			50%	**76%**
ESF 3			**100%**	**84%**
ESF 12			14%	60%
TIER TOTALS*		**84%**	45%	57%

*Each Tier Total is the sum of all elements that have been addressed across all sections in the column and displayed in a percentage
Cells that are grayed out do not contain elements that are reviewed for that tier.

Five Fundamental Plan Review Criteria:		**Rating:**
	Rating System: **1** = **Missing All** of the specified characteristics **2** = **Minimally** addresses the specified characteristics **3** = Addresses **Some** of the specified characteristics **4** = Addresses **Most** of the specified characteristics **5** = **Addresses All** of the specified characteristics	**3**
ADEQUACY	A plan is adequate if:	3
	The scope and concept of planned operations identify and address critical tasks effectively;	3
	The plan can accomplish the assigned mission while complying with guidance;	3
	The plan's assumptions are valid, reasonable, and comply with guidance.	3
FEASIBILITY	A plan is feasible if:	3
	The organization can accomplish the assigned mission and critical tasks by using available resources whithin the time contemplated by the plan;	4
	The organization allocates available resources to tasks and tracks the resources by status;	2
	Available resources include internal assets and those available through mutual aid or through existing state, regional, or Federal assistance agreements.	2
	Specifically, the jurisdiction should complete a capability estimate that:	3
	Identifies the current status of resources arrayed to support the plan;	2
	Analyzes the required resources based on the courses of action in the plan;	2
	Identifies the most supportable courses of action and ways to reduce the impact of resource deficiencies.	3
ACCEPTABILITY	A plan is acceptable if:	3
	It meets the requirements driven by a threat or incident;	3
	It meets decision maker and public cost and time limitations;	3
	It is consistent with the law;	3
	It can be justified in terms of the cost of resources;	4
	Its scale is proportional to mission requirements.	3
COMPLETENESS	A plan is complete if it:	3
	Incorporates all tasks to be accomplished;	3
	Includes all required capabilities;	2
	Integrates the needs of the general population, children of all ages, individuals with disabilities and others with access and functional needs, immigrants, individuals with limited English proficiency, and diverse racial and ethnic populations;	3
	Provides a complete picture of the sequence and scope of the planned response operation;	3
	Makes time estimates for achieving objectives;	2
	Identifies success criteria and a desired end-state.	3
COMPLIANCE	The Plan should align with guidance and doctrine to the maximum extent possible because these provide a baseline that facilitates both planning and execution.	3

Comprehensive Emergency Management Plan (CEMP) Review & Recommendations

Jurisdiction: City of Kenmore

The recommendations provided below are separated into three tiers:

Tier III – Lawful Requirements; *Tier II – State Suggestions*; and Tier I – Optional

State consistency reviews will follow the recommendations identified in Tier III. Tier II identifies the next logical step in the planning process and should be considered guidance to assist with state-wide planning coordination; Tier II is not a requirement, but highly suggested to better prepare your jurisdiction. Tier I identifies entirely optional, accreditation-related elements and remains dependent on individual jurisdictions' preparedness goals, capabilities and resources; Tier I is not a requirement.

TIER III – Lawful Requirements		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
Basic Plan – Approval Document	Ensure the approval document is signed by either the Emergency Management Director or the senior elected official.	Chapter 118-30, WA CEMP, CPG 101
Basic Plan – Responsibilities	Your plan did a good job addressing Preparedness and Response Phases. Consider discussing the activities represented or categorized by the Mitigation and Recovery phases. Discuss not only the process you have regarding mutual aid, but also how those agreements alter your responsibilities. Many responsibilities are added or changed, and it is important to know the expectations pertaining to all stakeholders involved.	Title 38.52 RCW, Chapter 118-30 WAC, WA CEMP, CPG 101, National Response Framework
All ESFs – Summary or statement of Role in Mitigation and Recovery Activities	While your ESFs do a well job describing preparedness and response activities, they lack a connection to Mitigation and Recovery activities. Please reach out EMD Planners for assistance if needed.	WA CEMP
All ESFs – Resource Requirements	Consider including a Resource Requirements section to your ESFs. Resource Requirements can discuss items that an individual may need to fill the role (e.g. specific trainings, materials, access to systems or facilities, etc.).	E.O. 13166, EPCRA, Title 38.52 RCW, SSB 5046 LEP, Prevention Framework, Protection

TIER III – Lawful Requirements		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
		Framework, WA CEMP
All ESFs – Terms and Definitions	Consider what technical information was discussed that may need additional clarification. Terms and definitions to include in these sections are specific to the ESF in question. General terms that apply to the CEMP as a whole or those that apply to the Basic Plan's content should be included in the Basic Plan.	Chapter 118-30 WAC, WA CEMP
ALL ESFs – Appendices/ Attachments	Please include an Appendices/Attachments or References and Supporting Plans section. This section serves to point to guidance or documents (forms, checklists, etc.) which exists to support the ESF and that they may use in their roles. An example of something which would be found or referenced in these sections would be a debris management plan, an unsolicited donations plan, a reference to your volunteer management plan, etc.	Chapter 118-30 WAC, WA CEMP, CPG 101
ESF 3 – Debris Management	Include a reference to a Debris Management Plan. Debris management is a complicated, costly, and time-consuming process which can constitute a plan in and of itself. If a significant disaster were to occur and your jurisdiction were to be eligible for Public Assistance, Debris Management could become covered under cost share. For additional planning considerations please consult FEMA 325 Public Assistance: Debris Management. This guide can assist with the development of a Debris Management Plan that is relevant even if Public Assistance is not available. https://www.fema.gov/media-library-data/20130726-1826-25045-7418/fema_325__debris_management_guide_2007.07.25.pdf	Chapter 118-30 WAC, The National Planning Frameworks, WA CEMP, CPG 101
ESF 7 – Mutual Aid	Discuss the procedures to provide projected or anticipated costs, as well as the reimbursement process when mutual aid agreements are activated. Also, consider including as attachments any checklists and forms for requesting and providing assistance.	Title 38.56 RCW, WA CEMP, CPG 101
ESF 7 – Credentialing System	In conjunction with resource typing, a requirement of NIMS is to establish a credentialing system. Credentialing is essential to the emergency management community because it verifies the identity and attributes (e.g., affiliations, skills or	PPD-8, Chapter 118-30 WAC, WA CEMP, CPG 101

TIER III – Lawful Requirements		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
	privileges) of response team members through standards. The standards allow the community to plan for, request and have confidence in resources deployed from other jurisdictions for emergency assistance. Credentialing also ensures that personnel resources match requests and support effective management of deployed responders. This FEMA resource may assist with content to include: National Incident Management System: Guideline for the Credentialing of Personnel https://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf	
ESF 7 – Resource Typing	Discuss how your jurisdiction maintains a list of NIMS typed resources and inventorying. If you do not use NIMS typed resources, describe the typing system/methodology that you do use.	PPD-8, Chapter 118-30 WAC, WA CEMP, CPG 101
ESF 7 – Unsolicited Donations	Consider addressing or developing a plan which covers the management of unsolicited donations.	Chapter 118-30 WAC, WA CEMP, CPG 101
ESF 13 - Evacuations	Discuss any planning efforts to facilitate evacuations. This discussion could touch on methods, processes, or link back to existing plans.	Title 38.52 RCW, SSB 5046 LEP, Chapter 118-30 WAC, WA CEMP

TIER II – *State Suggestions*		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
Basic Plan – Approval Document	Consider discussing authorities and decision-making policies in either your approval document or the delegation of authority if the senior or appointed officials were absent.	WA CEMP, CPG 101
Basic Plan	The CEMP advises citizens to have supplies and resources for 3 days, with a week being recommended. Currently, EMD recommends that all citizens on the western side of the Cascades to be prepared for 2 weeks based on the results from the 2016 Cascadia Rising Exercise.	WA CEMP
Basic Plan – Concept of Operations	Consider adding a disclaimer statement of Whole Community incorporation throughout the CEMP, including all appendixes, attachments, etc.	Chapter 118-30 WAC, The National Planning

TIER II – *State Suggestions*		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
		Frameworks, WA CEMP, CPG 101
Basic Plan – Concept of Operations	There are many elements that can be addressed in the Concept of Operations section of the Basic Plan relating to three elements, or Core Capabilities, which impact all Mission Areas. The first is Planning, the second is Public Information & Warning, and the third is Operation Coordination. Your plan did a good job of addressing Operational Coordination but could use additional information on how Planning and Public Information & Warning play a part in the Preparedness Cycle.	The National Planning Frameworks, WA CEMP
Basic Plan – Direction, Control, & Coordination	Part of the Comprehensive Emergency Management Plan should include a description of the activities taking place in the other mission areas (i.e. Prevention, Protection, Mitigation, Recovery). While your Annexes show some of this planning consideration, the Basic Plan is meant to describe the relationships between these mission areas/planning efforts/etc. The State CEMP is currently moving in this direction with its own Plan which is the reasoning behind offering this recommendation and the previous one as a suggestion for future updates to your CEMP.	The National Planning Frameworks, WA CEMP
Basic Plan – Direction Control & Coordination – Staging Areas	When discussing multi-jurisdictional coordination, there is an opportunity to discuss how your jurisdiction would coordinate vertically in order to establish logistical staging areas.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
Basic Plan – Responsibilities	There are many tasks and abilities that Departments/Agencies (at all levels of government), the private sector, community organizations, and individuals should be participating in and accomplishing based on the guidance offered by the National Planning Frameworks. The Responsibilities	The National Planning Frameworks, WA CEMP, CPG 101

TIER II – *State Suggestions*		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
	section is an opportunity to not only address what capabilities are, but what they should be. This section should also be considered a place to set expectations. For more information on stakeholder responsibilities, consult the CEMP Evaluation Checklist – Tier II Suggestions tab. Overall, this section was well-written, there were just a few pieces missing.	
Basic Plan – Finance	Consider discussing how grants are managed in your jurisdiction. For example, consider how the Homeland Security Regions participate in grants management and also how the individual jurisdictions within the region participate in the process. There may be other EM grant funded initiatives and projects that operate outside of the HLS Region, consider discussing what is done to manage those grants as well. Also, Consider briefly discussing the impact and role of insurance for recovering from the impacts of emergencies and/or disasters.	National Disaster Recovery Framework, WA CEMP
Basic Plan – Development and Maintenance	Briefly discuss the promulgation process that your CEMP goes through in order to become approved by your jurisdiction's appointed and/or senior leadership.	WA CEMP, CPG 101
Basic Plan – Annex Relationship	The Basic Plan is meant to contain the information that is relevant to all other attachments/sections/annexes/etc. of the CEMP. There are several elements contained within your Annexes that are not needed and could be better identified in your Basic Plan. If you can ask the question, "does this statement apply to all other Annexes?" then it could be most beneficial to remove it from the Annex and tie it into the Basic Plan.	General Recommendation
ESF 1 – Incident Management	Building off the described incident management measures implemented for roadways, consider describing what incident management practices will be implemented	WA CEMP

TIER II – *State Suggestions*		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
	for those involving Pipelines, and Railroads. Even if your jurisdiction has no capabilities to perform either of these a discussion should still occur concerning who manages those specific incident types and how your jurisdiction assists or coordinates (e.g. provides traffic control in affected areas, provides specific transportation resources, etc.). Also, include a statement of coordination with ESF 11 to provide transportation services for supplies.	
ESF 2 – AFN Communication Systems	Identify existing communication systems that will be used to communicate with Access and Functional Needs populations. These systems might include: • Text Telephone (TTY) • Telecommunication Device for the Deaf (TDD) • Telecommunications Relay Service (TRS) Video Relay Service (VRS), etc.	WA CEMP, CPG 101
ESF 2 – COP	Describe the actions and activities that this ESF conducts to establish and maintain a Common Operating Picture.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 2 – Notifications	Describe the actions taken to notify neighboring jurisdictions that an incident has occurred.	WA CEMP, CPG 101
ESF 2 – Frequencies	Considering adding a table in this ESF which identifies the various frequencies that response organizations operate on.	WA CEMP, CPG 101
ESF 2 – Alternate 9-1-1	Consider discussing alternative methods for essential communications if 9-1-1 or other dispatch centers are out of operation.	WA CEMP, CPG 101
ESF 4 – Firefighting Assistance Agreements	The ESF 4 Annex made frequent references to Firefighting Agreements but did not detail how those agreements would be implemented (or the process to implement them). Please detail what these agreements entail and how they are implemented.	National Response Framework, WA CEMP, CPG 101

TIER II – *State Suggestions*		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
ESF 4 – Fire Incident Management	Consider detailing the actions and processes that take place to specifically address Wildland and Urban Fires (as separate considerations).	National Response Framework, WA CEMP, CPG 101
ESF 4 – Special Technical Teams	Consider identifying the existence of any Special Technical Teams that may exist within your jurisdictions Fire Departments (e.g. Urban Search and Rescue, Heavy Rescue/Light Rescue, Swift Water Rescue Teams, Confined Space Rescue, HAZMAT technicians). If any of those resources do exist, describe their capabilities and responsibilities.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 5 - Communications	Consider providing a description of how direct communications is established between responders, IC, and the EOC during response. This information also helps establish how a common operating picture is established and maintained throughout an incident.	WA CEMP, CPG 101
ESF – 5 Public Information Management	Consider discussing the consideration for the unplanned arrival of individuals and volunteer group as well as integration of unplanned assistance from community members or neighboring jurisdictions.	WA CEMP, CPG 101
ESF – 5 EOC Layout/Org Chart	Consider including diagram/organizational chart of EOC and/or alternate EOC	WA CEMP, CPG 101
ESF 6 – Shelter Inspection and Qualification	Discuss how site are chosen for use as shelters. Also discuss what qualification methods are used to determine a site's suitability. Many plans reference the Red Cross as the organization to establish shelters; however, every jurisdiction should be prepared to supplement efforts before, during, and after an incident. This is especially relevant in large disasters where the capabilities of the Red Cross are reduced or unavailable. Consider using the Red Cross's own shelter inspection and qualification manual to use in this effort. (ARC) Sheltering Handbook: Disaster Services	WA CEMP, CPG 101

TIER II – *State Suggestions*		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
	https://crcog.org/wp-content/uploads/2017/12/American-Red-Cross-Sheltering-Handbook.pdf (FEMA & ARC) Shelter Field Guide http://www.nationalmasscarestrategy.org/wp-content/uploads/2015/10/Shelter-Field-Guide-508_f3.pdf	
ESF 6 – Shelters	There were a couple additional elements that should be addressed when describing this ESF. The first is the establishment of reception centers at shelter locations (not to be confused with disaster recovery centers). The second is the procurement, delivery, and disbursement of emergency relief supplies.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 6 - Shelters	Consider discussing the process and procedures to address unaccompanied children, registered offenders, or household pets when they arrive at shelters.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 6 – Shelter Communications & Operations	Consider discussing more information regarding what communications are established and maintained for sheltering operations. Important areas to consider are what information collection and dissemination efforts will be conducted between the various stakeholders, such as between shelters and the media or shelters and evacuees. Another consideration to discuss is the process and procedures to address unaccompanied children, registered offenders, or household pets when they arrive at shelters. [Recommendation can be found on the CEMP Evaluation Checklist Tier II – Suggestions tab under ESF 6]	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 7 - Credentialing	Consider discussing how personnel who fulfill an ICS position are credentialed to be considered capable or qualified to meet the roles and responsibilities.	Prevention Framework, Protection Framework, WA CEMP, CPG 101
ESF 8 – Incident Management	Consider discussing how the following elements are coordinated or describe the actions that will be taken for this ESF to: • Track patients; • Decontaminate survivors and responders.	National Response Framework, National Disaster Recovery

TIER II – *State Suggestions*		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
		Framework, WA CEMP, CPG 101
ESF 9 – Search and Rescue	Consider identifying and describing how to monitor distress communications; track and locate distressed personnel; coordinate and execute rescue operations, including extrication or evacuation.	WA CEMP, CPG 101
ESF 10 – Concept of Operations	While a separate review is conducted for ESF 10/LEPC Plans by EMD's LEPC Planning Team, there are a few elements that are addressed in FEMA guidance. Consider discussing the following: • Waste disposal methods/processes; • Implementing storage options; • Implementing treatment options. Even if your jurisdiction does not participate in the process (i.e. Department of Ecology takes care of the waste), ESF 10 should briefly describe/highlight who is participating in these activities and if any coordination is involved.	National Mitigation Framework, National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 11 – Animal and Plant Diseases	Discuss how the jurisdictional will respond in the event of animal and plant disease. Additionally, consider the potential economic impact of devastating animal/zoonotic/plant diseases.	WA CEMP, CPG 101
ESF 11 – Natural, Cultural, and Historical Resources	A commonly unaddressed area of planning involves the consideration of natural, cultural, and historic resources. Consider identifying how your jurisdiction will preserve, rehabilitate, recover, and restore these resources.	National Mitigation Framework, National Recovery Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 14	ESF 14 has been superseded by the development of the National Disaster Recovery Framework and is being replaced in the National Response Framework to coordinate lifelines. While a Long-Term Recovery annex is no longer necessary, you may opt to keep it (consider renaming to ESF	NRF, NDRF, WA CEMP

TIER II – *State Suggestions*		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
	21, or 22, etc. to maintain consistency with guidance) or use it to begin building a Recovery Plan to compliment your response efforts (for more information talk to the EMD Recovery Coordinator about the implementation of the Washington Restoration Framework).	
ESF 15 – AFN Communications	Consider describing the specific emergency notification activities your jurisdiction does/has planned for related to AFN and LEP communities. Discuss what pre-scripted messages have been, or need to be, completed. Discuss the specific interpretation services to be used, the significant population segments which must be addressed according to the 5% or 1000 people requirements, etc.	National Planning Frameworks, WA CEMP, CPG 101
ESF 15 – Notices	The topics covered within ESF 15 encompass aspects of nearly all of the activities of other ESFs and is therefore a difficult Support Annex to develop. Considering this, your ESF 15 Annex demonstrates a high-level of development and forward thinking. There are only a few considerations which can be addressed. Discuss how information pertaining to the potential impacts of secondary hazards is relayed to the public. Discuss mechanisms which will be in place for the family reunification process. Discuss the notifications provided for emergency transportation information. Lastly, discuss the possibility of providing announcements for upcoming community meetings (i.e. involving state officials, local authorities, damage assessments, etc.).	National Response Framework, National Disaster Recovery Framework, WA CEMP

TIER I – <u>Optional</u>		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
General	The biggest concern with accreditation entities and requirements, is detailed	EMAP

TIER I – Optional		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
	explanations of process and procedures. It is often not enough to simply address that you perform an activity, but rather explain each step of the process involved to accomplish such activities.	
Basic Plan	Develop and/or reference a multi-year strategic plan complete with goals, objectives, milestones, and implementation methods.	EMAP 3.1.1
Basic Plan – Concept of Operations	Discuss some basic NIMS concepts (i.e. modular, unified command process, span of control, etc.)	EMAP 4.5.1
Basic Plan - Communications	There are a lot of elements to try and provide methods and processes regarding crisis communication, public information, and education.	EMAP 4.11.1 - 4.11.4
Basic Plan - Development and Maintenance	A training and exercise program contains numerous components. Accreditation is primarily concerned with the methods used to train, exercise, and track all this data.	EMAP 4.9 - 4.10

Additional Considerations	
CEMP Location	**Recommendation**
Basic Plan - Development and Maintenance	The CEMP Review is now a 5-year cycle. Your plan states that it will be reviewed by the state every 4 years. Please update this to match this updated requirement, per RCW 38.52.
Basic Plan – Situation Overview – Hazard Assessment Summary	Consider adding a hazard-probability matrix in this section so that each hazard can be visually identified alongside its impact and probability of occurrence. Generally, this information is already contained within you Hazard Mitigation Plan but is helpful to add context to why the CEMP is important.
ESF 6: Mass Care - ARC	While it is fairly common to rely on the support and capabilities of the American Red Cross, your own capabilities should not be discounted. Consider investing in planning efforts focused on what the capabilities of the County and its Cities are capable of in comparison of those of the ARC. If a significant or widespread disaster were to occur, then the capabilities and resources of the ARC would be severely diminished and prove to be insufficient. Therefore, it is advised that you work closely with them to develop your own

Additional Considerations	
CEMP Location	**Recommendation**
	plans based on your capabilities which can be instituted in a worst-case scenario. At the very least (as the former is no small task), consider reviewing the ARC's procedural manuals so that you can describe how the ARC accomplishes certain capabilities. For example, examine what methodology the ARC uses in shelter site selection, qualification, and operations. This can be incorporated into your ESF 6 annex in the case that the ARC is not able to assist you immediately following a disaster or emergency.

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic: 2023 Pavement Overlay and Sidewalk Repair Project – Construction Contingency Increase	**For Council Meeting Agenda of:** 3/18/2024 **Department:** Public Works Engineering **Prepared by:** Terri Bielenberg, Capital Projects Manager
Proposed Council Action/Motion: Approve a contract contingency increase of $177,181 for an overall contract amount of $2,089,888, and authorize the City Manager to execute change orders to the Contract No. 23-C2893 with RRJ Company LLC	**Initial & Date** **Approved by Department Head:** JV 3/5/24 **Approved by City Attorney:** NA **Approved by Finance Director:** NA **Approved by City Manager:** RK 3/5/24 **Attachments/Exhibits:** none

Summary:

City staff is requesting authorization from City Council to increase the contract contingency for the contract 23-C2893 to pay for additional construction cost due to the change in conditions for the boardwalks, added handrailing, and added paving areas.

Information/Background:

On March 13th, 2023, City Council awarded the 2023 Overlay and Sidewalk Repair Project to RRJ LLC for $1,912,708 which included a 10% contingency of $173,882. Construction started in April of 2023.

Issues:

1. At several multifamily units (apartments, condos, and senior living), portions of extruded curb were cut out and replaced. There was also an exposed aggregate driveway that needed to be adjusted that required some removal and replacement. Both of these needed to be added to the contract.
2. The contract called for a crosswalk flashing beacon (RRFB) at 182nd St. A LED light was added for improved visibility.
3. Additional work was added to 169th NE paving. An asphalt berm was replaced to control storm drainage. A reflective fog line (edge line) was added to help separate space for pedestrians from the vehicle lane. Preliminary layouts for speed humps and speed tables were performed, but not installed.
4. NE 195th has been a maintenance issue for years with potholes constantly being repaired. This section was added to the overlay project.

5. To save as many trees as possible on 73rd Ave NE, boardwalks for bridging over tree roots were included in the contract instead of removing large trees. These boardwalks were manufactured offsite, and once the sidewalks were removed on NE 73rd Ave., unexpected conditions of the tree roots required changing the design heights of the boardwalks and adding handrail.
6. Between design and construction, additional sections of sidewalk on 73rd Ave NE became non-compliant with ADA and required replacement. This added sawcutting, excavation and hauling (removal of material), crushed rock, and concrete. These were bid items that were overrun. There were some credits of bid items that were underrun; and the net difference was an overrun and resulted in an increase of costs.
7. Adding an additional amount for any other foreseen conditions and quantities.

Fiscal Consideration:

Below is a break down on cost for each issue:

Issue	Amount*
1. Driveways and curbs	$11,883
2. Solar LED for Flash Beacon	$5,663
3. NE 169th Asphalt thicken edge and extra work	$15,280
4. Added paving NE 195th	$48,229
5. Boardwalks & Handrail modifications	$191,508
6. Overrun on existing quantities	$28,500
7. Additional unforeseen conditions	$50,000
Total	**$351,063**

* Approximate values

Construction Contract Summary

Description	Amount*
Original Total Contract Amount	$1,738,825
Original Contingency	$173,882
Additional Contingency request	$177,181
Total Contract authority	**$2,089,888**

* Approximate values

There are sufficient funds in the current approved budget for the pavement overlay project to cover this additional cost.

City Council Priority or Budget Objective Being Addressed:
Council Goal #3: Focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.

Council Goal #4: Develop and Implement a Diversity, Equity, and Inclusion Policy and Program

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic: Agreement with EarthCorps for Swamp Creek Watershed Restoration **Proposed Council Action/Motion:** Authorize City Manager to execute Contract No. 24-C3019 with EarthCorps for Swamp Creek Watershed Restoration work.	**For Council Meeting Agenda of:** 03/18/2024 **Department:** Public Works Operations **Prepared by:** Stephanie Brown, Volunteer & Events Supervisor Jennifer Gordon, Public Works Operations Director **Initial & Date** **Approved by Department Head:** JG 3/8/24 **Approved by City Attorney:** DR 2/14/24 **Approved by Finance Director:** N/A **Approved by City Manager:** MM for RK 3/8/24 **Attachments/Exhibits:** Contract No. 24-C3019 Swamp Creek Watershed Restoration Agreement

Summary:

EarthCorps is required to use $380,000 of the Clean Water Act settlement funds that was awarded to it ("Settlement Funds") to provide services to implement ecological restoration and maintenance within the Swamp Creek Watershed. EarthCorps has proposed to use the settlement funds to perform work in the City of Kenmore including areas within Tl' awh-ah-dees Park, Wallace Swamp Creek Park, as well as other City owned property within the Swamp Creek Watershed. The funds are to be spent by December of 2025.

Information/Background:

EarthCorps, in partnership with the Waste Action Project, was awarded settlement funds for a Clean Water Act violation within the Swamp Creek Watershed, and as a steward of said funds EarthCorps has a duty to ensure the funds are invested back into the Swamp Creek Watershed. EarthCorps has proposed to use the $380,000 settlement funds in Kenmore.

A large portion of Kenmore is within the Swamp Creek Watershed; most notably, two City parks, Tl'awh-ah-dees and Wallace Swamp Creek. As a result of recent improvements within Tl'awh-ah-dees Park, there are significant areas of restoration that will require long term maintenance to fulfill permit requirements of the project.

The City will partner with EarthCorps to implement Watershed Restoration Services at Tl'awh-ah-dees Park, Wallace Swamp Creek Park and other city owned properties within the Swamp Creek Watershed, pursuant to certain terms.

The City will enter into an agreement with EarthCorps to implement the restoration work under Contract No. 24-C3019. The agreement will include the following scope of work to be performed by EarthCorps at no cost to the City.

EarthCorps agrees to perform the following watershed restoration and maintenance services at Tl'awh-ah-dees Park, Wallace Swamp Creek Park, and other City owned property within the Swamp Creek Watershed. EarthCorps will work with City staff to develop specific scopes of work that fill the needs of permit mitigation maintenance requirements at Tl'awh-ah-dees Park as well as improving and restoring native habitat at Wallace Swamp Creek and other City owned properties within the Swamp Creek Watershed. The work will include maintenance and care of new restoration areas by removing weeds, invasive plants, noxious weeds, plant maintenance (pruning, mulching, and replacing dead plants), as well as adding new plants. EarthCorps will also host community educational events focused on water quality. The City will work closely with EarthCorps to coordinate all work with any existing projects and other volunteer groups. All work will be approved by the City in advance.

Who is EarthCorps?
EarthCorps is a 501c3 non-profit located in Seattle, Washington. With a mission that cultivates leaders and community partnerships to advance environmental justice. EarthCorps brings together passionate and hardworking young adults from the US and countries around the world for a yearlong leadership training program in Seattle, Washington. Through this work their dedication to ecological restoration is guided by their lens of racial equity and environmental justice. Corps members learn leadership skills by working collaboratively, leading community volunteers, and executing technical restoration projects along shorelines, trails and in forests with the Puget Sound region. After the yearlong program, these young leaders leave EarthCorps with the tools and skills to tackle the pressing issues of our time – including climate change, pollution, environmental justice, and ecological degradation – to create a better and more equitable world for all of us.

Fiscal Consideration:

There will be no direct financial impact on the City. Administrative staff time will be necessary to coordinate and execute work within the agreement.

City Council Priority or Budget Objective Being Addressed:

#2. Implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

City of Kenmore Contract #: 24-C3019

Authorized Amount: N/A
Date Start: March 18, 2024
Date End: December 31, 2025

SWAMP CREEK WATERSHED RESTORATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and EarthCorps, a Washington nonprofit corporation ("EarthCorps"), collectively the "Parties."

RECITALS:

WHEREAS, EarthCorps, in partnership with the Waste Action Project, was awarded settlement funds for a Clean Water Act violation in the Swamp Creek Watershed, and as a steward of said funds EarthCorps has a duty to ensure the funds are invested back into the Swamp Creek Watershed; and

WHEREAS, the City owns TL'awh-ah-dees Park and Swamp Creek Park, which are located within the Swamp Creek Watershed, and as a result of constructing improvements within these parks is obligated to perform park restoration and maintenance; and

WHEREAS, EarthCorps has proposed to use $380,000 of the Clean Water Act settlement funds that was awarded to it ("Settlement Funds") to provide services to the City to implement ecological restoration and maintenance at TL'awh-ah-dees Park and Swamp Creek Park, with the goal of completing the services by December of 2025 ("Watershed Restoration Services"); and

WHEREAS, the Parties would like to partner together to implement the Watershed Restoration Services at TL'awh-ah-dees Park and Swamp Creek Park, pursuant to certain terms and conditions;

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

AGREEMENT:

1. Recitals.

The recitals set forth above are incorporated herein by reference as if set forth in full.

2. Swamp Creek Watershed Restoration Services.

A. EarthCorps agrees to perform the Watershed Restoration Services as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference, at Tl'awh-ah-dees Park and

Wallace Swamp Creek Park (collectively, the "Parks"). In performing the Watershed Restoration Services, EarthCorps shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such work and the handling of any funds used in connection therewith. EarthCorps shall perform the work diligently and completely and in accordance with professional standards of conduct and performance.

B. The City agrees to:

i. Provide a list of safety rules to EarthCorps' leader prior to the first day that the Watershed Restoration Services occurs at the Parks or other City owned properties within the Swamp Creek Watershed;

ii. Provide a dump trailer and/or green waste bin for use by EarthCorps for the Watershed Restoration Services;

iii. Identify and approve the Watershed Restoration Services and areas of the Parks where such services will occur; and

v. Coordinate the timeline and scheduling of the Watershed Restoration Services with EarthCorps

3. No City Payment For Watershed Restoration Services.

The Parties acknowledge and agree that EarthCorps shall only be compensated for Watershed Restoration Services from the Settlement Funds awarded to EarthCorps. Except as set forth in Section 2.B of this Agreement, the City shall have no obligation to use its resources, pay, or compensate EarthCorps for any costs or expenses associated with the Watershed Restoration Services. Instead, EarthCorps agrees to pay its employees, officials, officers and/or volunteers for any and all Watershed Restoration Services from the Settlement Funds awarded to EarthCorps as described in the recitals to this Agreement.

4. Duration of Agreement.

This Agreement shall be in full force and effect upon the execution of the Agreement by the Parties, and shall terminate on December 31, 2025, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

5. Documents.

EarthCorps understands that this Agreement is with a government agency and thus all records created or used in the course of the Watershed Restoration Services may be considered "public records" and thus subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). EarthCorps agrees to preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by EarthCorps, unless an exemption under the Act applies. If the City receives a public records request and asks EarthCorps to search its files for responsive records, EarthCorps agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

6. Independent Contractor.

The Parties agree that EarthCorps is an independent non-profit agency and neither it nor any of its
employees, volunteers, officers, officials, or agents (collectively, "EarthCorps") shall be deemed for purposes of this Agreement, or for any purpose, to be an employee of the City. The Parties agree that no benefits that the City provides to its employees, including, but not limited to, compensation, insurance, and unemployment insurance shall in any way be available to EarthCorps. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to EarthCorps. EarthCorps will be solely and entirely responsible for its acts during the performance of this Agreement.

EarthCorps shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of EarthCorps' business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the work performed by EarthCorps under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

7. Indemnification.

Each party shall protect, defend, indemnify, and hold harmless the other party, its officers, officials, employees, volunteers, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, that party's own negligent acts or omissions which may arise in connection with its performance of this Agreement. No party will be required to indemnify, defend or hold harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other parties. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions of this section shall be valid and enforceable only to the extent of a party's own negligence. Each party agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available to it against such claims under the industrial insurance provision of Title 51 RCW. In any action to enforce the provisions of this section, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred from the other party. The provisions of this section shall survive termination or expiration of this Agreement.

8. Insurance.

EarthCorps shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the work hereunder by the EarthCorps, its employees, officers, officials, agents, volunteers, or representatives.

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

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

ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the EarthCorps' Commercial General Liability insurance policy with respect to the services performed for the City.

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

B. *Minimum Amounts of Insurance.* EarthCorps shall maintain the following insurance limits:

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

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

C. *Other Insurance Provision.* EarthCorps' Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of EarthCorps' insurance and shall not contribute with it.

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

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

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

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

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

9. Record Keeping and Reporting.

A. EarthCorps shall maintain records necessary to sufficiently reflect the services performed under Exhibit A.

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

10. City's Right of Inspection and Audit.

Even though EarthCorps is an independent contractor with the authority to control and direct the performance and details of the services authorized under this Agreement, the services must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

11. Services Performed at EarthCorps' Risk.

EarthCorps shall take all precautions necessary and shall be responsible for the safety of its employees, officers, officials, agents, and volunteers in the performance of the services hereunder and shall utilize all protection necessary for that purpose. All services and work shall be done at EarthCorps' own risk, and EarthCorps shall be responsible for any loss of or damage to materials, tools, or other articles used or held by EarthCorps for use in connection with said services or work.

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice.

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

C. EarthCorps reserves the right to terminate this Agreement with not less than fourteen (14) days written notice.

13. Discrimination Prohibited.

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

14. Assignment and Subcontract.

EarthCorps shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

15. Entire Agreement.

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

16. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

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

City Clerk
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

Notices to EarthCorps shall be sent to the following address:

Anna Jowell, Senior Project Manager
EarthCorps
6310 NE 74th Street, Ste 201E
Seattle, Washington, 98115
206-209-0881
Email: anna@earthcorps.org

17. Applicable Law; Venue; Attorneys' Fees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

19. Severability.

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

IN WITNESS WHEREOF, the City and EarthCorps have executed this Agreement as of the dates listed below.

EARTHCORPS

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF KENMORE

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Kenmore City Attorney's Office

EXHIBIT A

Scope of Watershed Restoration Services to be Provided by EarthCorps.

EarthCorps agrees to perform the following watershed restoration and maintenance services at Tl'awh-ah-dees Park, Wallace Swamp Creek Park, and other City owned property within the Swamp Creek Watershed:

Tl' awh-ah-dees Park:

- Obtain approval from the City on the specific areas of Tl' awh-ah-dees Park where restoration and maintenance services will occur
- Obtain approval from the City on the scope of restoration and maintenance services at Tl' awh-ah-dees Park
- Maintain the existing restoration efforts, expand, and maintain boundaries where invasive plants continue to present risk of infestation
- Host community education events focused on water quality

Wallace Swamp Creek Park:

- Obtain approval from the City on the specific areas of Swamp Creek Park where restoration and maintenance services will occur
- Obtain approval from the City on the scope of restoration and maintenance services at Swamp Creek Park
- Restoration planning and management of existing restoration plans;
- Initial restoration efforts throughout the park including heavy invasive species management and native plant installation and care;
- Maintenance of initial restoration efforts;
- Community volunteer restoration events; and
- Community education events focused on water quality.

City Owned Properties Within Swamp Creek Watershed

- Obtain approval from the City on the specific areas of Swamp Creek Park where restoration and maintenance services will occur.
- Obtain approval from the City on the scope of restoration and maintenance services at other City owned properties within the Swamp Creek Watershed

(collectively, "Watershed Restoration Services"). The Parties agree that the Watershed Restoration Services described above may be expanded upon written amendment of the Parties.

To implement the Watershed Restoration Services, EarthCorps agrees to provide the following:

- A crew to conduct restoration activities. EarthCorps shall solely be responsible for the recruiting, training, and supervision of its employees, trainees, agents, volunteers in the manner in which they perform the services. EarthCorps will directly supervise any employees, crews and/or trainees working in the Parks or other City owned

properties. EarthCorps will make every effort to help EarthCorps employees, crews, members and/or volunteers understand the purpose and context of the work and training.

- An assigned project manager to coordinate with the City to schedule events and crews to ensure project goals/objectives are being met;
- Basic hand tools along with access to power tools (such as brush cutters) and herbicide application equipment;
- Personal Protective Equipment and procedures for the use of tools, equipment, and pesticides;
- If it is determined that a pesticide application is necessary to control invasive plants, then EarthCorps shall obtain the City's approval and use a Washington State Department of Agriculture (WSDA) licensed pesticide applicator to apply pesticides onsite as needed. EarthCorps shall obtain City approval prior to any such application of pesticides within the Parks or other City owned properties. EarthCorpos shall keep all necessary records relating to such applications. EarthCorps shall comply with all laws applicable for pesticide application;
- Workers' compensation and health insurance; and
- Administrative payroll and human resources to pay EarthCorps employees, agents, officers, officials, and volunteers in the performance of all Watershed Restoration Services contemplated by the Agreement.

ATTACHMENT A

EarthCorps Proposal and Map attached.

Swamp Creek Watershed Restoration Proposal
City of Kenmore

Prepared for:
City of Kenmore

September 2023

6310 NE 74th St, Suite 201E
Seattle, WA 98115
www.earthcorps.org

EarthCorps
© 2023

Proposed Approach and Budget

Project Overview

EarthCorps, in partnership with Waste Action Project (WAP), has been awarded settlement funds for a Clean Water Act Violation in the Swamp Creek Watershed. As stewards of the settlement funds, it is EarthCorp's duty to ensure that these funds are invested back into the Swamp Creek Watershed. The total settlement was $400,000, with $20,000 allocated to support the Shelton View Forest. In this proposal, EarthCorps would like to formally partner with the City of Kenmore to implement ecological restoration in several City-owned parks along Swamp Creek. With help from the Sno-King Watershed Council, we have identified TL' awh-ah-dees Park and Swamp Creek Park as good opportunities for ecological restoration and maintenance as a start to using this funding. However, the overall project can evolve as needed to contribute to the greater good of the Swamp Creek Watershed.

EarthCorps and the City of Kenmore have a long partnership history, and we are excited to take this unfortunate violation as an opportunity to continue our partnership in the Swamp Creek Watershed.

Detailed Approach

EarthCorps participated in the initial restoration efforts at both TL' awh-ah-dees Park and Swamp Creek Park via invasive plant management and native plant installation, as well as maintenance and monitoring. The following is a short list of example opportunities at each park that can be expanded or changed.

- TL' awh-ah-dees Park:
    - Maintain the existing restoration efforts, expand and maintain boundaries where invasive plants continue to present a risk of infestation.
    - Host community education events focused on water quality
    - Monitoring
- Swamp Creek Park
    - Restoration planning and management of existing restoration plans
    - Initial restoration efforts throughout the park including heavy invasive species management and native plant installation and care.
    - Maintenance of initial restoration efforts
    - Community volunteer restoration volunteer events
    - Community education events focused on water quality

EarthCorps will provide for the following:

- A crew of our young adult Americorps corps members to conduct restoration activates
- An assigned project manager to coordinate with the City of Kenmore to schedule events and crew crews to ensure project goals/objectives are met
- Basic hand tools along with access to power tools (such as brush cutters) and herbicide equipment
- Personal Protective Equipment and procedures for the use of tools, equipment, and herbicide
- Washington state licensed herbicide application onsite as needed
- Workers' compensation, and health insurance
- Administrative payroll and human resources

Estimated Timeline

We have a two-year timeline for all projects starting in 2024 with the goal of project completion by December 2025.

Total Value: $380,000

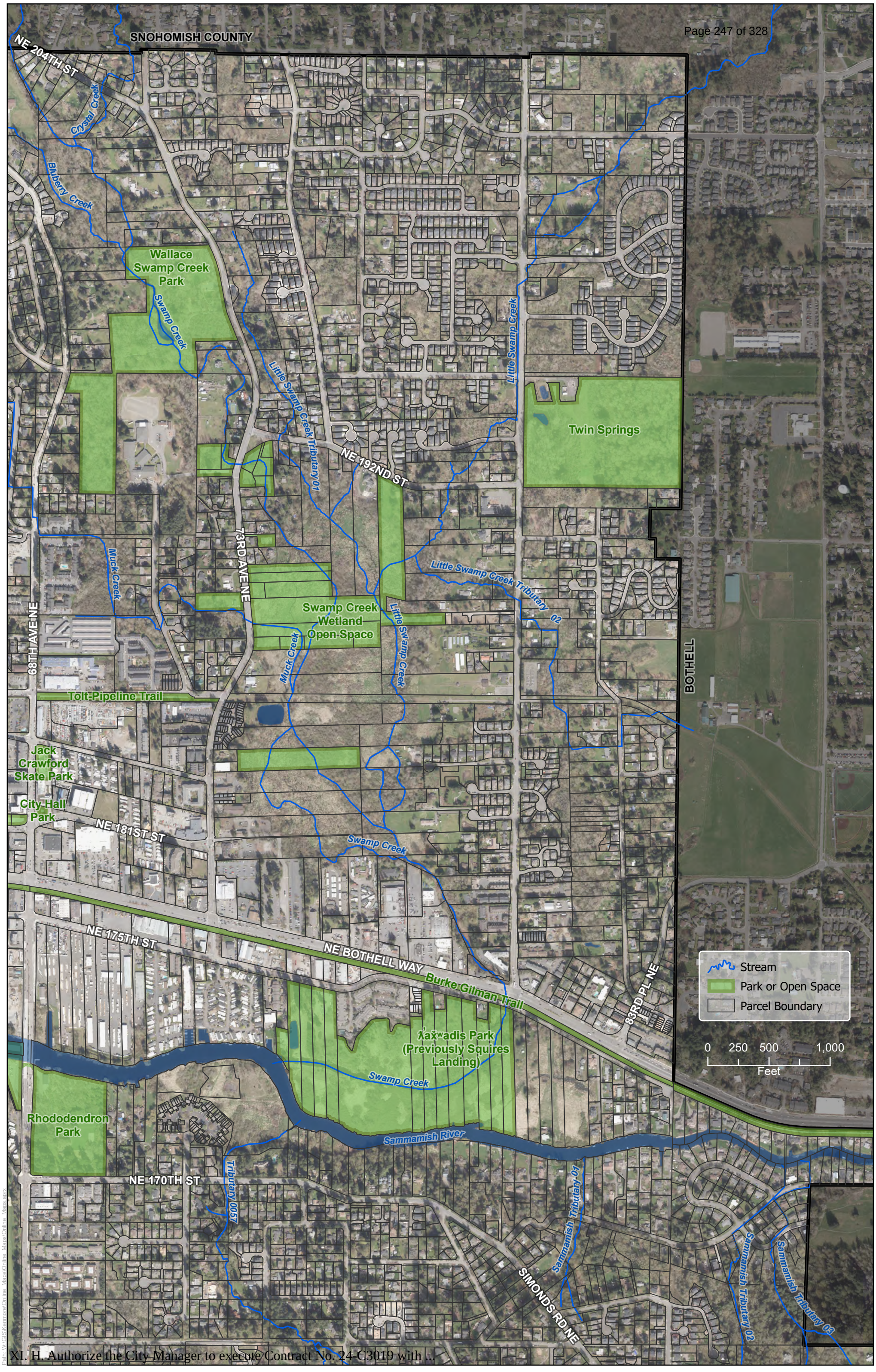
Organizational Profile

EarthCorps Background

EarthCorps is a non-profit organization founded in 1993 with a mission to develop leaders to strengthen community and restore the health of our environment. EarthCorps provides a year-long intensive program for young adults from the US and 80 other countries to learn best practices in community-based environmental restoration and develop their leadership skills as they supervise 10,000 volunteers each year.

Local Restoration

EarthCorps' core expertise is community-based environmental restoration. We regard restoration as a process of reestablishing healthy habitat: returning a polluted or degraded environment as closely as possible to a thriving, self-sustaining ecosystem. As restoration practitioners, our goal is to expedite natural processes in rebuilding a functioning natural ecosystem.


SNOHOMISH COUNTY
NE 204TH ST
Crystal Creek
Bluberry Creek
Wallace Swamp Creek Park
Swamp Creek
Little Swamp Creek
Little Swamp Creek Tributary 01
NE 192ND ST
Twin Springs
Little Swamp Creek Tributary 02
Muck Creek
73RD AVE NE
68TH AVE NE
Swamp Creek Wetland Open-Space
Tolt-Pipeline Trail
BOTHELL
Jack Crawford Skate Park
City Hall Park
NE 181ST ST
NE 175TH ST
NE BOTHELL WAY
Burke-Gilman Trail
83RD PL NE
ʔaẍʷadis Park (Previously Squires Landing)
Rhododendron Park
NE 170TH ST
Tributary 0057
Sammamish River
Sammamish Tributary 01
Sammamish Tributary 02
Sammamish Tributary 03
SIMONDS RD NE
Stream
Park or Open Space
Parcel Boundary
0 250 500 1,000
Feet

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic: Camp United We Stand Permit Fees **Proposed Council Action/Motion:** Authorize the City Manager to use $1,125.60 in City funds for the payment of permit fees related to the Camp United We Stand temporary homelessness encampment permit application.	**For Council Meeting Agenda of:** 03/18/2024 **Department:** City Manager's Office **Prepared by:** Tambi Cork, Housing & Human Services Manager **Initial & Date** **Approved by Department Head:** SL, 3/7/24 **Approved by City Attorney:** DFR, 3/7/24 **Approved by Finance Director:** MM, 3/8/24 **Approved by City Manager:** RK, 3/7/24 **Attachments/Exhibits:** 1. Fee Waiver Request Letter 2. Permit no. TMP23-0816 Receipt

Information/Background:
Per KMC 18.100.200, Camp United We Stand ("CUWS") submitted a temporary use permit for a temporary outdoor homelessness encampment at Northlake Lutheran Church for 2024. CUWS also filed a request to waive permit fees associated with their permit application (Exhibit 1). While the City's code authorizes the waiver of certain development fees (KMC 20.05.050), CUWS' application is not one of the permit types eligible for fee waiver. Instead, if authorized by City Council ("City"), the City will issue a refund to CUWS (from the Human Services account, or similar) to cover the cost of the fees. The cost of the permit is $1,125.60 and includes the Temporary Use Permit Fee, Mailing Fee, and Technology Fee (Exhibit 2).

Historically, the City has covered the cost of the permitting fees for temporary homelessness encampments. The most recent approval came from Council on November 7, 2022 for the 2023 CUWS permit.

Fiscal Consideration:
Sufficient funds remain in the City's Special Projects account to cover this cost. Fiscal considerations include staff time to review and process permit application and staff time to reimburse CUWS for fees paid as part of required permitting timeline.

City Council Priority or Budget Objective Being Addressed:
5. Implement the Diversity, Equity, Inclusion and Accessibility (DEIA) Strategic Plan
10. Support the post-pandemic recovery process

CAMP UNITED WE STAND
c/o Richmond Beach Congregational Church-United Church of Christ
1512 NW 195TH ST
SHORELINE, WA 98177
CampUnitedWeStand.TENTCITY@gmail.com
https://campunitedwestand-tent city.org

To: Samantha Loyuk, City of Kenmore
From: Bill Leon, Ph.D., CUWS Board Member (billleon@geoeducation.org; ph.: 206-914-6663)
Subject: Request to waive Temporary Use Permit fee to place CUWS at Northlake Luteran Church in 2023
Date: Dec. 7, 2023

Camp United We Stand (CUWS) is developing a plan for Northlake Lutheran Church to host CUWS in its parking area. We are applying to the City of Kenmore for Temporary Use Permit for this purpose.

We are requesting a waiver of the fee for the City of Kenmore's temporary use permit for Camp United We stand. Northlake Lutheran Church provides a valuable service to the community by hosting this encampment. This fee would reduce other support that this church and CUWS provide to the community. CUWS has already spent nearly $600 printing and mailing a letter to 433 neighbors of the church to make them aware of the camp and to invite them to a Zoom meeting to discuss any concerns.

Thank you for considering this request. If you or others have questions, please do not hesitate to contact Camp United We Stand Board Member Bill Leon for information about CUWS. Bill can be reached at billleon@geoeducation.org or by phone at 206-914-6663.

Bill Leon

City of Kenmore
18120 68th Ave NE
Kenmore,WA 98028

PAID 12/13/23
CHECK # 1232
R13986

INVOICE #
INV-3946

Bill Leon
17027 37TH AVE NE
LAKE FOREST PARK, WA 98155

Invoice Date: 12/11/2023

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount
TMP23-0869	TEMPORARY USE		PUBLIC NOTICE MAILING FEE		$233.00
			TECHNOLOGY FEE		$53.60
			TEMPORARY USE PERMIT		$839.00
					$1,125.60

Invoice Total: $1,125.60

Please send your payment to this address:

City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

XI. I. Authorize the City Manager to use $1,125.60 in City funds for the...

Kenmore's Public Records Requests Update

Monday, March 18, 2024
City Council Meeting

Teresa McAllister, CPRO
Public Records Officer (PRO)

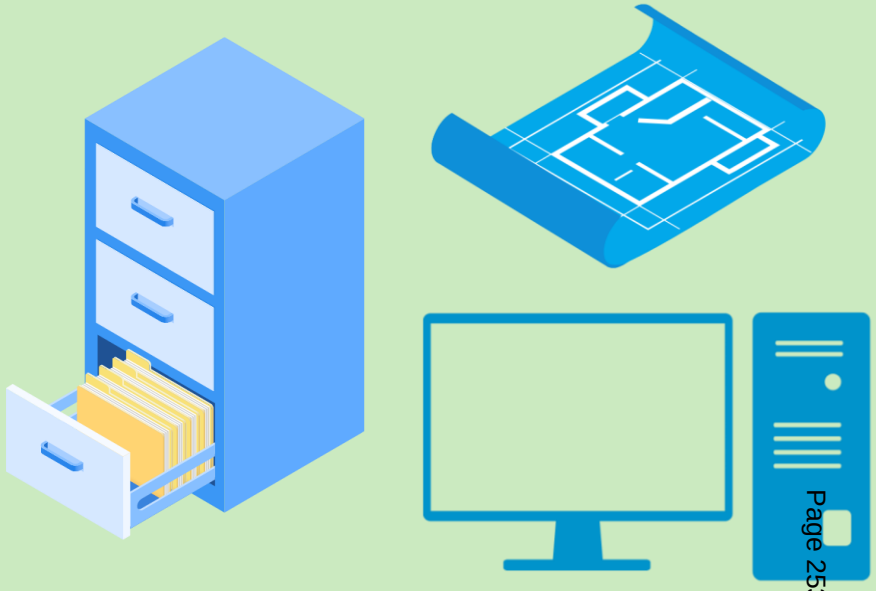
Michelle Kang
Deputy City Clerk
Administrative Specialist
Backup Support to PRO

Overview

- ✓ Quick Review Public Records Act
- ✓ Life of a Public Records Request
  - Submitting a Public Records Request (PRR)
  - Assigning the PRR to a Department
  - Collecting Responsive Records
  - Responding to the Request (5-Day Letter)
  - Closing the PRR
- ✓ Questions?

RCW 42.56
Public Records Act (PRA)

Requires that all public records maintained by state and local agencies be made available to all members of the public, with very narrow statutory exemptions.



- Municipal Research and Services Center (MRSC)

RCW 42.56
Public Records Act (PRA)

Under PRA, agencies must:

- ✓ Appoint a public records officer.
- ✓ Publish rules of procedure.
- ✓ Publish fee schedule. No fee to inspect records.

Teresa McAllister
Public Records Officer (PRO)
Administrative Specialist

Michelle Kang
Backup Support to PRO
Deputy City Clerk

HOW TO SUBMIT A PUBLIC RECORDS REQUEST

RESPONSE TO A PUBLIC RECORDS REQUEST

COST FOR COPIES

Kenmore Municipal Code

Chapter 1.10
PUBLIC RECORDS

PUBLIC RECORDS REQUESTS

Font Size: Share & Bookmark Feedback Print

The City of Kenmore is committed to providing full access to public records in accordance with the Washington State Public Records Act (RCW 42.56). Public records that are available to inspect contain information concerning the conduct of government. Providing access to public records, the City is mindful of individuals' privacy rights and the desirability of efficient administration of government.

REQUEST POLICE RECORDS

Public Records Request

REQUEST CITY RECORDS

If you are wanting a police report, you will need to submit your public records request directly to the King County Sheriff's Office Disclosure Unit at kcsodisclosure@kingcounty.gov or online at https://kingcounty.gov/depts/sheriff/services/records-requests.aspx.

RCW 42.56
Public Records Act (PRA)

Under PRA, agencies must:

- ✓ Maintain a list of laws the agency believes exempts or prohibits disclosure
- ✓ Maintain a Public Records Request Tracking Log.

Attorney/Client Communication
RCW 42.56.070(1); RCW 5.60.060(2)(a)

The redacted email includes communications between the City of Kenmore employees, officers, and officials, and its attorneys (Rod Kaseguma of Inslee Best) in which advice is requested, given, discussed, and/or contains information generated by the request for legal advice.

PRR Number	Date of Request	Completion Date	Description of Document(s)
4158	Apr 21 2022	Jan 06 2023	All communication to, from and among the Kenmore City Council and City staff related to the Ordinance 22-0545 [KMC18.55 Tenant Protections] and Ordinance 19-0484 [KMC8.55 Notice of Rent Increases] including but not limited to emails, letters, texts, memos, staff reports, and proposals. Please provide requested records in electronic format and an estimate of copying costs before making copies. If needed please provide them in installments. If any records are withheld in whole or in part, please cite an applicable exemption and explain why it applies.
4240	Jul 18 2022	Feb 03 2023	This public disclosure request relates to King County parcel numbers 794630-0050 and 794630-0055, located in Kenmore. We own these parcels and on 794630-0055 there is a billboard. Pleases produce all records relating to each of our parcels and the billboard including, without limitation, the zoning, uses, regulations and acquisition of part or all of the parcels, or billboard, or both. January 1, 2015 to July 18, 2022
4353	Dec 07 2022	Jan 11 2023	Site plans, construction plans, architectural drawings and all permits pertinent to this file. Our HOA has 28 units/residences plus a cabana with the address range being 16950 to 16980. (our official mailing address is 16949 65th Lane NE, Kenmore, Wa, 98028). From 1982 (year built) to current date

The Life of a Public Records Request (PRR)

Submit a Public Records Request (PRR)

Ways to make a request

- ✓ PRR Website Form
- ✓ PRR Paper Form
- ✓ Email
- ✓ Handwritten
- ✓ Verbally

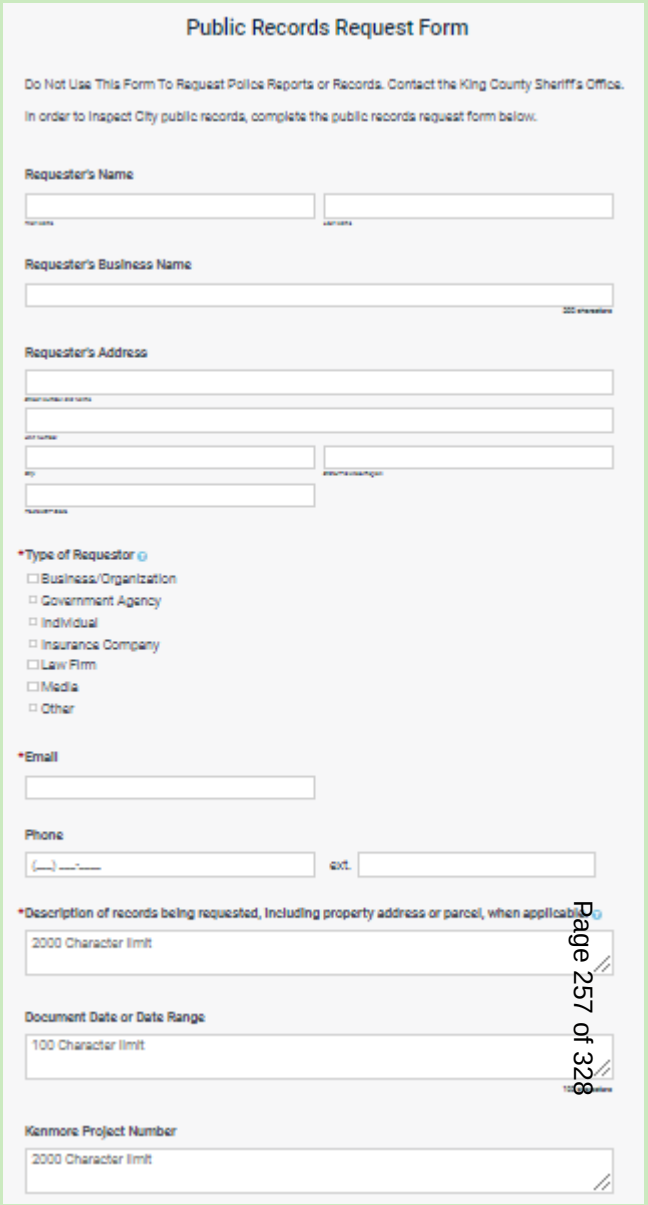
kenmorewa.gov/PRR

REQUEST POLICE RECORDS

REQUEST CITY RECORDS

Request must contain

- ✓ "This is a public records request"
- ✓ A way to contact you
- ✓ Description of identifiable records



Public Records Request Form

Do Not Use This Form To Request Police Reports or Records. Contact the King County Sheriff's Office.

In order to inspect City public records, complete the public records request form below.

Requester's Name

Requester's Business Name

Requester's Address

*Type of Requestor

Business/Organization
Government Agency
Individual
Insurance Company
Law Firm
Media
Other

*Email

Phone

ext.

*Description of records being requested, including property address or parcel, when applicable

2000 Character limit

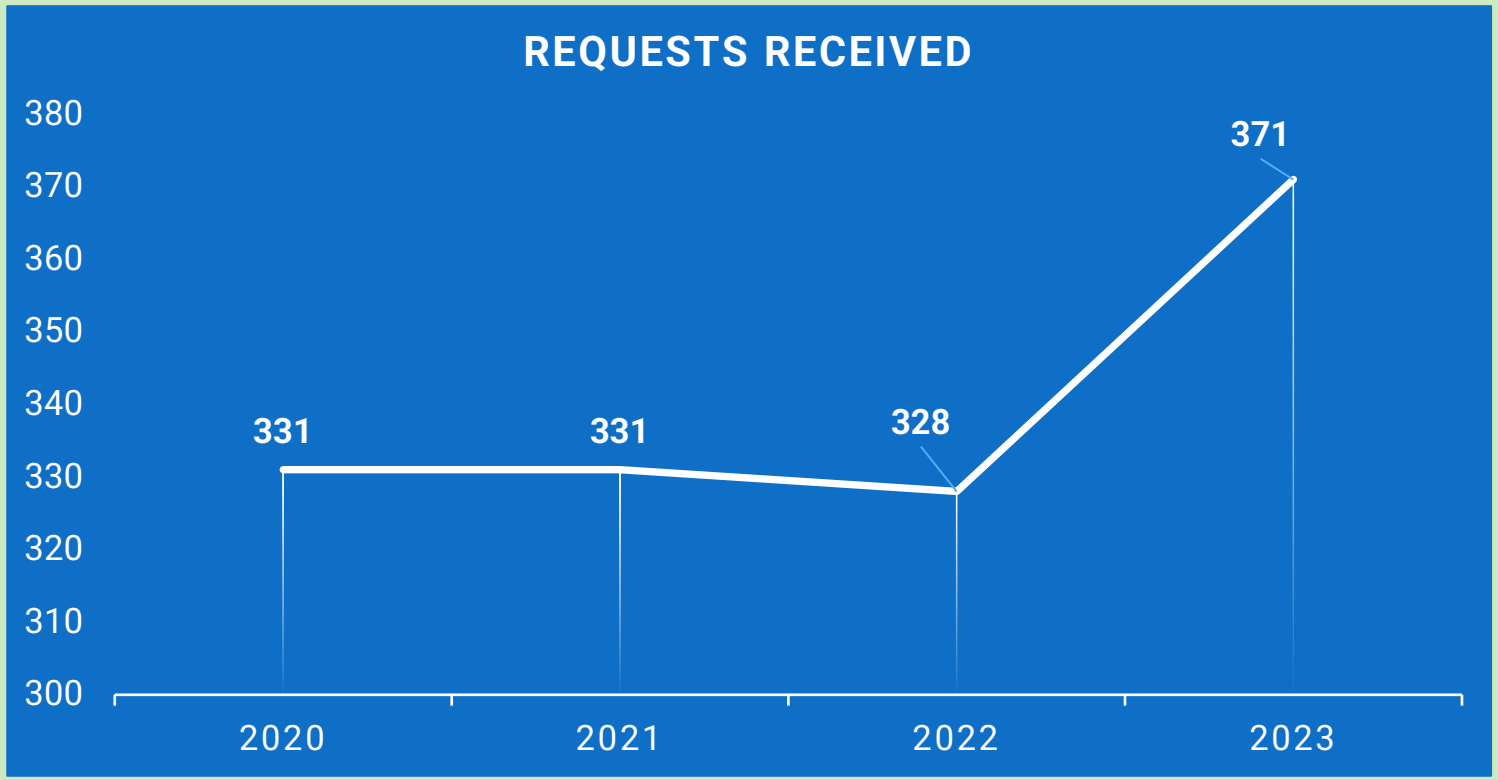
Document Date or Date Range

100 Character limit

Kenmore Project Number

2000 Character limit

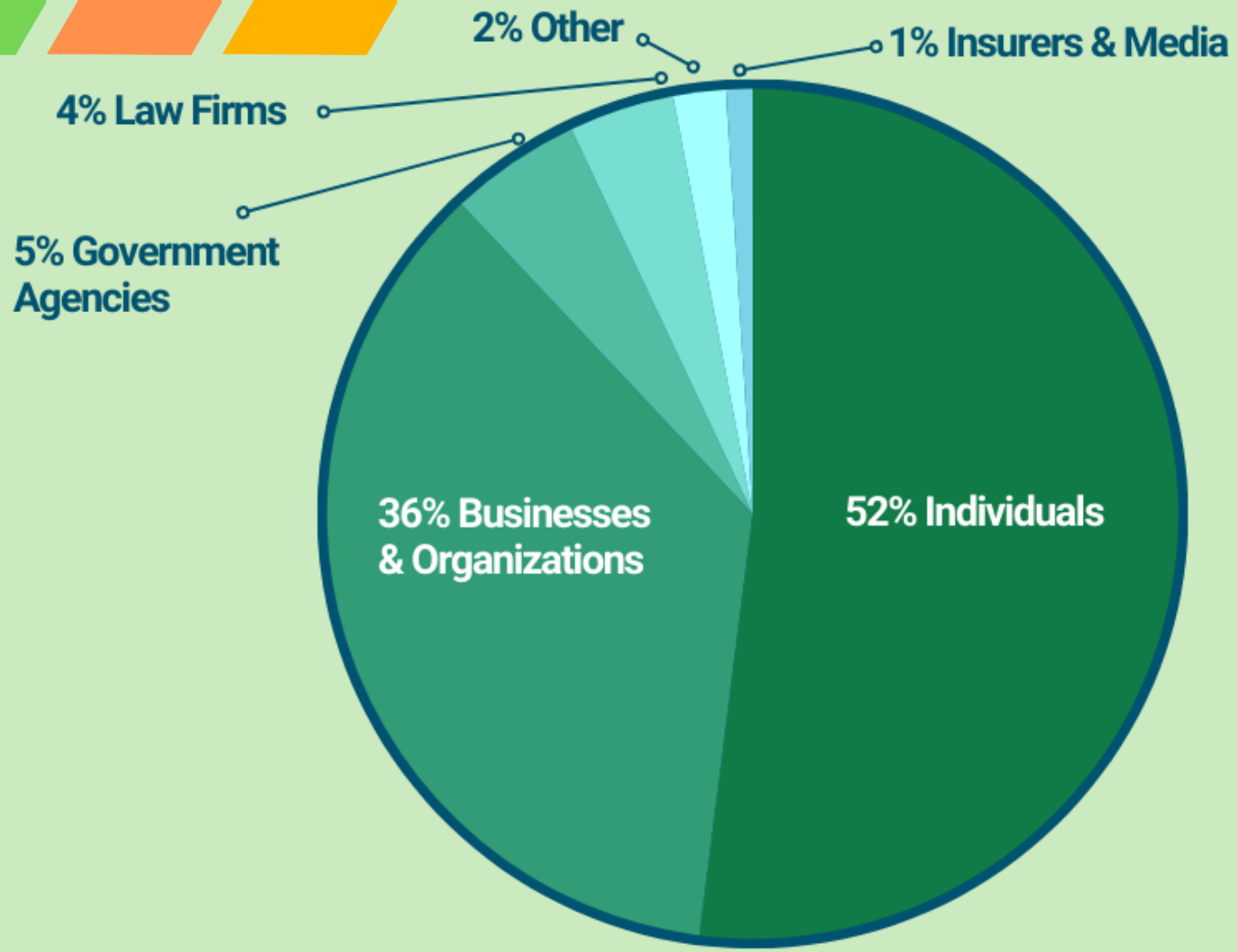
Submit a Public Records Request (PRR)



	No. PRRs Received
2020	331
2021	331
2022	328
2023	371

Submit a Public Records Request (PRR)

2023 Type of Requesters



Assign the PRR to a Department

2023 Department Breakdown

- **62% Development Services**
  - Building/land use permits and code enforcement
- **31% Other Departments**
  - Affordable housing, tenant protections, DEIA
  - City Council meeting materials, Ordinances, Resolutions
  - Capital construction projects
  - Citizen complaints or service requests
  - Stormwater as-builts and GIS maps & data files
- **7% of Requests are for Police Reports or Records of Other Agencies**
  - Police reports, 911 calls
  - Water and sewer, above and below ground storage tank
  - Records older than August 1998, Kenmore's incorporation
  - Records transferred to State Archives

Collect Responsive Records

Location, Process, and Costs

- ✓ Records already posted publicly
- ✓ Digital and physical
- ✓ Physical files
- ✓ Email and other communications

- ✓ Exemptions, redaction, log
- ✓ Attorney review

- ✓ Copy fee

Collect Responsive Records

Commonly Requested Records

kenmorewa.gov/government/transparency

Initial Response to Requester

1. Acknowledging receipt of request with copy of request; and

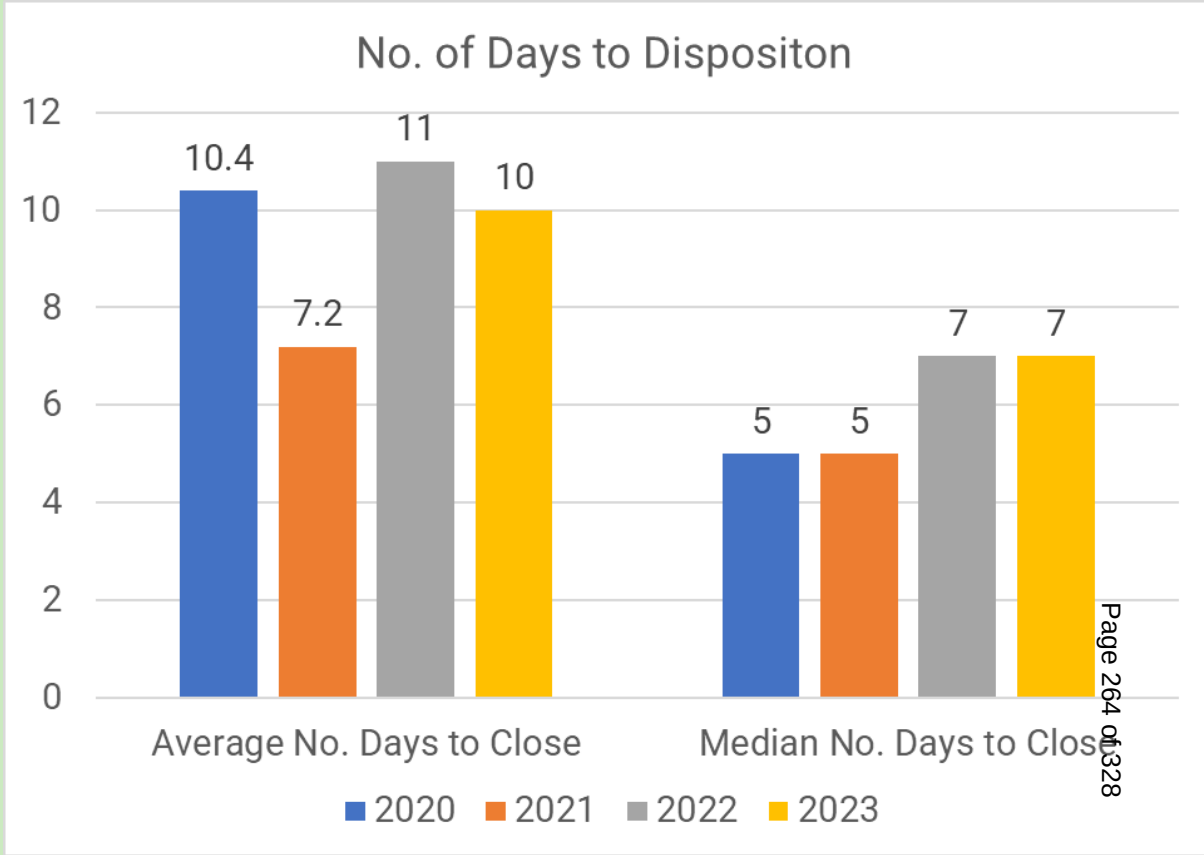
2. Any of the following:
   a) Providing responsive records and closing PRR
   b) Asking for clarification of request
   c) Letting requester know additional time is needed with explanation
   d) Providing an installment of responsive records and letting requester know about additional time needed
   e) No responsive records found

Close the PRR

	No. PRRs closed
2020	336
2021	329
2022	334
2023	374

Total records produced between 2020-2023:

30,838



Close the PRR

Costs of Public Records Requests

Year	No. of PRRs Processed	Average est staff hours spent responding to PRRs
2020	340	3.1
2021	335	3.4
2022	335	3.1
2023	376	3.0

Estimated cost of fulfilling public records requests:

2022: $155,686

2023: Est. < $100,000

Questions and Comments?

kenmorewa.gov/PRR

Teresa McAllister, CPRO
Public Records Officer (PRO)
Administrative Specialist
tmcallister@kenmorewa.gov
(425) 398-8900

Michelle Kang
Deputy City Clerk
Backup Support to PRO
mkang@kenmorewa.gov
(425) 398-8900

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic:
Public hearing, Discussion, and Action to allow "Construction and Trade" as a temporary use for the Interim Public Works Shop for a one-year period for a property located at 6532 NE Bothell Way which is owned by the City of Kenmore and zoned Downtown Commercial, subject to conditions.

Proposed Council Action/Motion:
Motion to allow "Construction and Trade" as a temporary use for the Interim Public Works Shop for a one-year period at real property located at 6532 NE Bothell Way, Kenmore, Washington, which is owned by the City of Kenmore and zoned Downtown Commercial, subject to conditions.

For Council Meeting Agenda of: 03/18/2024

Department: Development Services

Prepared by: Samantha Loyuk, Development Services Director

	Initial & Date
Approved by Department Head:	SL 2/15/24
Approved by City Attorney:	DR 2/27/24
Approved by Finance Director:	MM 2/23/24
Approved by City Manager:	RK 3/7/24

Attachments/Exhibits:
Exhibit A: Renewal Narrative
Exhibit B: Renewal Application
Exhibit C: Site Plan
Exhibit D: Site Photos

Summary:
Staff recommend the approval of temporary use permit no. TMP24-0081 to allow the interim temporary public works shop/yard, a construction and trade use, to continue throughout 2024. The project meets the decisional criteria established in Kenmore Municipal Code (KMC) Section 18.100.125.A-C, which requires that the temporary use: i) will not be materially detrimental to the public welfare; ii) is compatible with existing land uses in the immediate vicinity in terms of noise and house of operation; and iii) provides adequate parking.
Kenmore City Council ("Council") can take action on the temporary use permit renewal following a public hearing. Development Services recommends the following conditions for the temporary use permit:

- The existing black chain link fence with privacy screening shall remain for the duration of the use;
- The landscaping installed along the perimeter of the property fronting NE Bothell Way and 67th Ave NE shall remain in good condition for the duration of the use; and
- The one-year renewal will be valid from January 1, 2024 to January 1, 2025.

Information/Background:
On January 1, 2019, the City of Kenmore ("City") began providing in-house public works services. Since then, the City has been searching for a permanent location for a Public Works Shop. The Zoning Code – Title 18 KMC, defines this use as "Construction and Trade" (KMC 18.20.590). In 2018, a city-owned property located at 6532 NE Bothell Way ("subject property") was identified as a possible temporary location for the Public Works Shop. The subject property is zoned Downtown Commercial (DC) and

has access from 67th Avenue NE; no environmentally critical areas or buffers are mapped or known of on site. According to KMC 18.25.020, “Construction and Trade” uses are prohibited in the DC zone. However, the use is allowed on a temporary basis through a Temporary Use Permit (KMC 18.100.100). Temporary Use Permits are a mechanism by which the City may permit a use otherwise not permitted. Temporary Use Permits that exceed 90-days require a public hearing and Council approval for up to one year; a temporary use permit may be renewed for additional periods (in one-year increments) at Council’s discretion, following a public hearing.

On November 13, 2018, the subject property was approved by Council to temporarily locate the Public Works Shop at the property for a period of one year (January 1, 2019 to January 2, 2020). As the search for a permanent location continued, the temporary use was approved by Council for four additional years; each approved in one-year increments by Council (12/9/2019, 11/23/2020, 12/13/2021, and 11/7/2022).

In late 2021, the City purchased a property for the permanent location of a Public Works Shop. The Public Works Operations Division (“Public Works”) is currently working on the design and budget for the new building; the permanent location will not be ready until 2025 (estimate).

The current temporary use permit expired on January 1, 2024. Public Works did not anticipate renewing the temporary use permit and/or occupying the site in 2024 however, due to changes in the proposed use and development of the subject property, there is no longer a need to move the temporary use off site. As such, Public Works has requested an additional one-year renewal of the temporary use permit.

Fiscal Consideration:
The temporary location is necessary for the Public Works Operations Division to continue to provide necessary services to the public. Keeping the shop in this temporary location presents no additional financial obligation beyond what has already been considered.

City Council Priority or Budget Objective Being Addressed:
Support public safety (#6).

February 2024

TEMPORARY USE PERMIT

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LANDSCAPING

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NOISE/PARKING AND LAND USE

The temporary use is not (and has not been) materially detrimental to the public welfare. In addition to the property on SR 522, the back side of the Post Office building at 6700 NE 181st St (another city-owned building) is used for indoor storage and office space for maintenance workers. Noise and parking associated with the temporary public works shop has been minimal and compatible with surrounding uses.

104 CITY OF KENMORE, WA
PERMIT RENEWAL OR EXTENSION APPLICATION

18120 68th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov

Permit #: TMP24-0081

STAFF USE AREA

Received 2/2/2024

Date stamp

Please renew/extend permit #: TMP18-0723 (PRJ18-0147)

Issue date of original permit: Approx. 2018

Project Name: Interim Public Works Shop

Property Address: 6532 NE Bothell Way, Kenmore, WA 98028
Parcel no. 794630-0195 & 794630-0196

Work Started? N ☐, Y ☐ →What Stage: Temporary use is ongoing

Requesting a Final inspection only ☐

If work has not started, reason for delay: N/A

Applicant: City of Kenmore, Jennifer Gordon PW Ops Dir. Phone: 425-398-8900

Address: 18120 68th Ave NE City, Zip, St: Kenmore, WA 98028

e-mail address: jgordon@kenmorewa.gov Fax:

Signature: **Date:**

I understand that this does not constitute a permit and there are associated fees with this request

Please update the following information if there have been any changes:

Property Owner: CITY OF KENMORE Phone: 425-398-8900

Address: 18120 68th AVE NE City, Zip, St: Kenmore, WA 98028

e-mail address: Fax:

Contractor's Company Name: N/A Phone:

Address: City, Zip:

e-mail address: Fax:

Contractor's Lic. #: Expiration Date: State UBI#:

Contact Person: Jennifer Gordon, PW Operations Dir. Phone:

Address: same as above City, Zip:

e-mail address: jgordon@kenmorewa.gov Fax:

XIII. A. Temporary Use Permit No. TMP24-0081, to allow interim temporary...

WORK STAGING AREA

EXISTING TREE AND LANDSCAPE AREA

EXISTING UTILITIES

PARCEL BOUNDARY

67TH AVE NE

VEHICLES EQUIPMENT MATERIALS

EXISTING LANDSCAPE AREA - ADJACENT PROPERTY

STORAGE CONTAINERS

794630-0195

WORK STAGING AREA

30-FOOT GATE ENTRANCE/EXIT

EXISTING TREE AND LANDSCAPE AREA

VEHICLES EQUIPMENT MATERIALS

794630-0196

EXISTING STRUCTURE

VEHICLES EQUIPMENT MATERIALS

EXISTING STRUCTURE TO REMAIN

5-FOOT TYPE 2 LANDSCPAING

NE BOTHELL WAY

PW SHOP - TEMP USE SITE PLAN TMP18-0723
OWNER: CITY OF KENMORE - PUBLIC WORKS
18120 68TH AVE NE
KENMORE, WA 98028
(425) 398-8900

ADDRESS: 6728 NE 181ST ST (2 PARCELS)

PARCEL ID: 794630-0195
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LOT SIZE: 13,600 SF (0.31 ACRE)
EXISTING IMPERVIOUS AREA: 11,123 SF (0.26 ACRE)
PROPOSED IMPERVIOUS AREA: SAME
ZONING: DOWNTOWN COMMERCIAL

PARCEL ID: 794630-0196
LEGAL: SQUIRES W C PLAT OF KENMORE SLY 70 FT LESS POR FOR RD PER REC # 20070122002204
LOT SIZE: 8,622 SF (0.20 ACRE)
EXISTING IMPERVIOUS AREA: 7,480 SF (0.17 ACRE)
PROPOSED IMPERVIOUS AREA: SAME
ZONING: DOWNTOWN COMMERCIAL

6-FOOT FENCE
DRIVEWAY
DECIDUOUS TREE
CONIFEROUS TREE
SHRUB

N

0 5 10 20 30 40
Feet

ONLY
BUS

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic:
Public hearing, Discussion, and Action to allow "Construction and Trade" as a temporary use for the Interim Public Works Shop for a one-year period for a property located at 6532 NE Bothell Way which is owned by the City of Kenmore and zoned Downtown Commercial, subject to conditions.

Proposed Council Action/Motion:
Motion to allow "Construction and Trade" as a temporary use for the Interim Public Works Shop for a one-year period at real property located at 6532 NE Bothell Way, Kenmore, Washington, which is owned by the City of Kenmore and zoned Downtown Commercial, subject to conditions.

For Council Meeting Agenda of: 03/18/2024

Department: Development Services

Prepared by: Samantha Loyuk, Development Services Director

	Initial & Date
Approved by Department Head:	SL 2/15/24
Approved by City Attorney:	DR 2/27/24
Approved by Finance Director:	MM 2/23/24
Approved by City Manager:	RK 3/7/24

Attachments/Exhibits:
Exhibit A: Renewal Narrative
Exhibit B: Renewal Application
Exhibit C: Site Plan
Exhibit D: Site Photos

Summary:
Staff recommend the approval of temporary use permit no. TMP24-0081 to allow the interim temporary public works shop/yard, a construction and trade use, to continue throughout 2024. The project meets the decisional criteria established in Kenmore Municipal Code (KMC) Section 18.100.125.A-C, which requires that the temporary use: i) will not be materially detrimental to the public welfare; ii) is compatible with existing land uses in the immediate vicinity in terms of noise and house of operation; and iii) provides adequate parking.
Kenmore City Council ("Council") can take action on the temporary use permit renewal following a public hearing. Development Services recommends the following conditions for the temporary use permit:

- The existing black chain link fence with privacy screening shall remain for the duration of the use;
- The landscaping installed along the perimeter of the property fronting NE Bothell Way and 67th Ave NE shall remain in good condition for the duration of the use; and
- The one-year renewal will be valid from January 1, 2024 to January 1, 2025.

Information/Background:
On January 1, 2019, the City of Kenmore ("City") began providing in-house public works services. Since then, the City has been searching for a permanent location for a Public Works Shop. The Zoning Code – Title 18 KMC, defines this use as "Construction and Trade" (KMC 18.20.590). In 2018, a city-owned property located at 6532 NE Bothell Way ("subject property") was identified as a possible temporary location for the Public Works Shop. The subject property is zoned Downtown Commercial (DC) and

has access from 67th Avenue NE; no environmentally critical areas or buffers are mapped or known of on site. According to KMC 18.25.020, “Construction and Trade” uses are prohibited in the DC zone. However, the use is allowed on a temporary basis through a Temporary Use Permit (KMC 18.100.100). Temporary Use Permits are a mechanism by which the City may permit a use otherwise not permitted. Temporary Use Permits that exceed 90-days require a public hearing and Council approval for up to one year; a temporary use permit may be renewed for additional periods (in one-year increments) at Council’s discretion, following a public hearing.

On November 13, 2018, the subject property was approved by Council to temporarily locate the Public Works Shop at the property for a period of one year (January 1, 2019 to January 2, 2020). As the search for a permanent location continued, the temporary use was approved by Council for four additional years; each approved in one-year increments by Council (12/9/2019, 11/23/2020, 12/13/2021, and 11/7/2022).

In late 2021, the City purchased a property for the permanent location of a Public Works Shop. The Public Works Operations Division (“Public Works”) is currently working on the design and budget for the new building; the permanent location will not be ready until 2025 (estimate).

The current temporary use permit expired on January 1, 2024. Public Works did not anticipate renewing the temporary use permit and/or occupying the site in 2024 however, due to changes in the proposed use and development of the subject property, there is no longer a need to move the temporary use off site. As such, Public Works has requested an additional one-year renewal of the temporary use permit.

Fiscal Consideration:
The temporary location is necessary for the Public Works Operations Division to continue to provide necessary services to the public. Keeping the shop in this temporary location presents no additional financial obligation beyond what has already been considered.

City Council Priority or Budget Objective Being Addressed:
Support public safety (#6).

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CITY OF KENMORE, WA
PERMIT RENEWAL OR EXTENSION APPLICATION

18120 68th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov

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Applicant: City of Kenmore, Jennifer Gordon PW Ops Dir. Phone: 425-398-8900

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XIV. A. Temporary Use Permit No. TMP24-0081, to allow interim temporary ...

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EXISTING TREE AND LANDSCAPE AREA

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NE BOTHELL WAY

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SHRUB

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0 5 10 20 30 40 Feet

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BUS

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic:

Presentation of Planning Commission's Recommendations on Comprehensive Plan Amendments – Economic Development Element

For Council Meeting Agenda of: 3/18/24

Department: Community Development

Prepared by: Debbie Bent, Community Development Director and Todd Hall, Principal Planner

	Initial & Date
Approved by Department Head:	DB 3/4/24
Approved by City Attorney:	NA
Approved by Finance Director:	NA
Approved by City Manager:	RK 3/4/24

Proposed Council Action/Motion:

No action requested; Information and discussion

Exhibits:
Exhibit A: Draft Economic Development Element
Exhibit B: Summary of Comprehensive Plan amendments
Exhibit C: SEPA Determination of Nonsignificance

Summary:

At your March 18 joint meeting with the Planning Commission, the Commission will present their recommendations on the revised Economic Development Element of the Comprehensive Plan.

Information/Background:

In January 2023, the City Council assigned to the Planning Commission review of the Comprehensive Plan Economic Development Element as part of the State-mandated 2024 Comprehensive Plan update. The Commission has been working on this project since that time and a brief outline of their work follows:

- January 2023: City Council approved the Annual Docket for the Planning Commission, including the amendments to the Economic Development Element for the 2024 Comprehensive Plan Update.
- October 2023: Planning Commission reviewed first draft of the element.
- November/December 2023: Planning Commission reviewed second and third drafts of the element.
- January 2024: Planning Commission held a public hearing for element and approved their final recommendations. There we no public comments received on the draft element.

Next Steps:

On March 18, the City Council will begin their discussion of the Economic Development element. If needed, the City Council meeting on March 25 will also be an opportunity for additional Council review.

Staff is anticipating City Council adopt the element in the fall, no later than December 31, 2024, when the remainder of the Comprehensive Plan amendments will be ready for adoption.

Fiscal Consideration:

The Community Development Department received $125,000 in grant funds for the Comprehensive Plan update (half in 2022/2023 and half in 2023/2024). The Department has also received grant funding to support the development of other Elements, including Middle Housing.

City Council Priority or Budget Objective Being Addressed:

The following 2024 City Council Priorities are being addressed by the Economic Development element update, including Priority 8: “Promote sustainable economic development.”

~~Text~~ = deleted text
Text = new text

ECONOMIC DEVELOPMENT ~~SUB-~~ELEMENT

INTRODUCTION

Purpose

The purpose of the Economic Development Element is to articulate how the City of Kenmore will support local businesses, stimulate job growth, ~~enhance~~ broaden the City's tax base[1], and improve the economic well-being of Kenmore residents. ~~The purpose of this Element is to provide economic development policies for the City of Kenmore, as the community's economic base changes over time in response to market forces and in response to the vision of the Kenmore community.~~

Growth Management Act

Economic development is one of 14 statewide planning goals under t~~T~~he Growth Management Act (GMA). The ~~includes a~~ specific goals regarding economic development are to:

- Encourage economic development throughout the state that is consistent with adopted comprehensive plans
- Promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons
- Promote the retention and expansion of existing businesses and recruitment of new businesses
- Recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

The Economic Development ~~Sub-~~Element is to establish local goals, policies, objectives, and provisions for inclusive and sustainable economic growth and vitality and a high quality of life and is to include a summary of the local economy, including strengths and challenges~~weaknesses~~.

VISION 2050

The primary goal of Puget Sound Regional Council (PSRC) VISION 2050 related to the economy reads, "The region has a prospering and sustainable regional economy by supporting businesses

[1] "Broaden the City's tax base" refers to expanding the scope of economic activities, properties, or individuals subject to taxation within the city. The goal is to increase the diversity and inclusivity of the tax base, ensuring a larger portion of the population or economic transactions contributes to government revenue. It is also seen as a way to enhance fiscal sustainability and reduce the reliance on a narrow segment of taxpayers.

XIV. B. Planning Commission's Recommendations for Comprehensive Plan Ame...

and job creation, investing in all people and their health, sustaining environmental quality, and creating great central places, diverse communities, and high quality of life."

PSRC's Regional Growth Strategy defines roles for different types of areas in accommodating the Puget Sound region's population and employment growth. According to the Regional Growth Strategy, it is assumed that 65 percent of the region's population growth and 75 percent of the region's job growth will locate within regional growth centers and near high-capacity transit.

VISION 2050 has seven economic policy objectives, each of which are targeted toward customizing local economic policies and strategies that further regional and local economic development goals. These policy objectives are:

- Identify and enhance industry clusters, including those recognized in the Regional Economic Strategy that provide goods and services for export
- Focus retention and recruitment efforts and activities to foster a positive business climate and diversify employment opportunities by specifically targeting:
  - Businesses that provide living wage jobs;
  - Locally, women-, and minority-owned businesses and start-up companies;
  - Established and emerging industries, technologies, and services that promote environmental sustainability, especially those addressing climate change and resilience.
- Promote strategies and policies that expand access to opportunity and remove barriers for economically disconnected communities.
- Address and prevent potential physical, economic, and cultural displacement of existing businesses that may result from redevelopment and market pressure.
- Develop a range of employment opportunities to create a closer balance between jobs and housing, reducing commute times, traffic congestion, air emissions and other vehicle related emissions, and improving physical and mental health and community strength.
- Promote environmental and socially responsible business practices, especially those addressing climate change, resilience, and improved health outcomes.
- Support, recognize, and empower the contributions of the region's culturally and ethnically diverse communities, institutions, and Native Tribes.

Kenmore is identified as a High Capacity Transit (HCT) community in PSRC's VISION 2050 plan. HCT's are cities and urban incorporated areas with planned high-capacity transit investments that will allow these jurisdictions to accommodate a larger share of future growth, including both housing and employment. In addition, several areas within King County are identified as Regional Growth Centers (RGC). As of 2024, Downtown Kenmore is a Candidate Countywide RGC, with consideration for full designation through the 2025-26 biennium.

Countywide Planning Policies

The King County Countywide Planning Policies include many related to economic development. Policy *concepts* that support strong and vibrant local communities are summarized below:

- ~~Jurisdictions shall make~~ Make local investments to maintain and expand infrastructure and public services, promote education, and protect the environment in a way that contributes to the economic sustainability of the County.

- ~~Jurisdictions shall~~ Coordinate local economic policies and strategies with ~~Vision 2040~~VISION 2050 and the Regional Economic Strategy.
- ~~Jurisdictions shall~~ Support economic growth that accommodates employment growth targets.
- Support industry clusters and their related subclusters that are integral components of the Regional Economic Strategy and King County's economy.
- Evaluate the performance of economic development policies and strategies in business development and middle wage job creation.

Topics that should be addressed include:

- Business Development: Strengthen, expand, and diversify the economy through creation, retention, expansion, and recruitment of businesses.
- Diversity, Equity, Inclusion, and Accessibility: Create~~ing~~ and support~~ing~~ a community and economy that are inclusive and welcoming to all.
- Support of the regional food economy: Support improving access to affordable and culturally relevant food options within the local community.
- Environmental Protection: Promote the natural environment as an economic value and work to improve~~ing~~ access and restore~~ing~~ the natural environment, as well as encourage~~ing~~ private, public, and nonprofit organizations to incorporate environmental stewardship and social responsibility.
- Human resources – Create an economy that provides opportunities for all, particularly for economically disadvantaged residents and neighborhoods. Improve cultural diversity, job training and education.
- Direct governmental actions – Inventory, plan for, and monitor land supply and development capacity, and maintain and improve infrastructure and simplify permitting processes.
- Private/public partnerships – Foster partnerships to implement economic development policies, programs, and projects.

~~These concepts have been considered during the formulation of the Kenmore Comprehensive Plan.~~

CITY OF KENMORE ECONOMIC DEVELOPMENT STRATEGY AND APPROACH

Economic Development Strategy (2018)

In 2018, the City hired a consulting firm, Community Attributes, to update the original Economic Development Strategy (2009). Through an extensive analysis, the development of a market profile update, an updated commercial buildable lands assessment, and a robust public engagement process with local business and stakeholders across the Kenmore community, several goals, strategies, and actions were developed aimed at diversifying, growing, and sustaining Kenmore's economy.

The six goals include:

- Promote & Differentiate Kenmore's Image

XIV. B. Planning Commission's Recommendations for Comprehensive Plan Ame...

- Grow New & Existing Businesses & Target Sectors
- Enable High-Quality Retail, Office, & Mixed-Use Development
- Leverage Placemaking[2] & Livability for Economic Development
- Expand Connectivity, Access to the Waterfront & Multi-Modal Transportation
- Highlight Kenmore's Welcoming Business Climate

Economic Development Approach

Using the 2018 Economic Development Strategy as a guide, the City developed ~~a three-pronged~~ an Economic Development Approach that is guiding Kenmore's economic development work. ~~These three prongs include~~:

Be a Well-Run City
We believe that the best thing we can do to promote economic development in Kenmore is to ensure we are a well-run city. This means that our city employees are approachable and accessible so that our community has positive experiences in dealing with the city. It also means that we provide well-maintained roads and parks, a walkable downtown core that is both safe and clean, well-planned zoning and housing options, easy-to-navigate permitting and registration processes, and care for our ecosystems, all of which create an environment where it is easier for businesses to thrive.

Seize Strategic Opportunities
We believe in taking matters into our own hands in order to make things happen. We embraced this part of our strategy in the last biennium by purchasing the Bench and Holt properties and utilizing the Shell property for an affordable housing development. We need to continue to be a city that moves boldly to ensure we are well positioned and prepared for the future by seizing opportunities that make an impact.

Focus on Key Partnerships
We believe it is critically important to engage with and support our city's key institutions. This includes our largest employers, businesses, and service providers~~, such as Bastyr University, Kenmore Air, Kenmore Camera, The Lodge at St. Edward, Kenmore Lanes, the Northshore Utility District, 192 Brewing, Arts of Kenmore, Cairn Brewing, Snapdoodle Toys, Plywood Supply, the Bothell Kenmore Chamber of Commerce,~~ and the Kenmore Business Alliance, the city's bridge to our numerous and treasured small businesses. We are deeply invested in the long-term success of our businesses and institutions, and we want to maintain strong partnerships with them.

EXISTING CONDITIONS

The following is a summary of Kenmore's existing economic conditions based on information obtained from the various regional, state, and federal data sources. Where available, the most recent data from these sources was used.

[2] Placemaking is defined as the process of creating quality places that people want to live, work, play and learn in.

XIV. B. Planning Commission's Recommendations for Comprehensive Plan Ame...

~~Introduction~~

~~The Existing Conditions information below is based on the "Kenmore Downtown Plan Market Study," 2005, prepared by Property in association with, Mizrahi And Associates / CB Richard Ellis and the Berk studies completed in 2009 and 2013. While the studies focused on Downtown and the Regional Business, Urban Corridor and Waterfront Commercial areas, they created a context for the analysis using citywide information. The information in the studies built on prior studies and information noted in Chapter 3, Demographics and Economics, and Chapter 4-B Downtown Sub-Element.~~

Population and Socio-Economic Characteristics

The City of Kenmore has an estimated population of 24,448 (September 2023), an increase of 3,078, or approximately 14 percent since the last Comprehensive Plan update in 2014. Table ED-1 below shows the population profile.

Table ED-1, Population Profile, 2023

Population	24,448
Households	9,505
Median Age	41.3
Median Male Age	40.6
Median Female Age	42.1

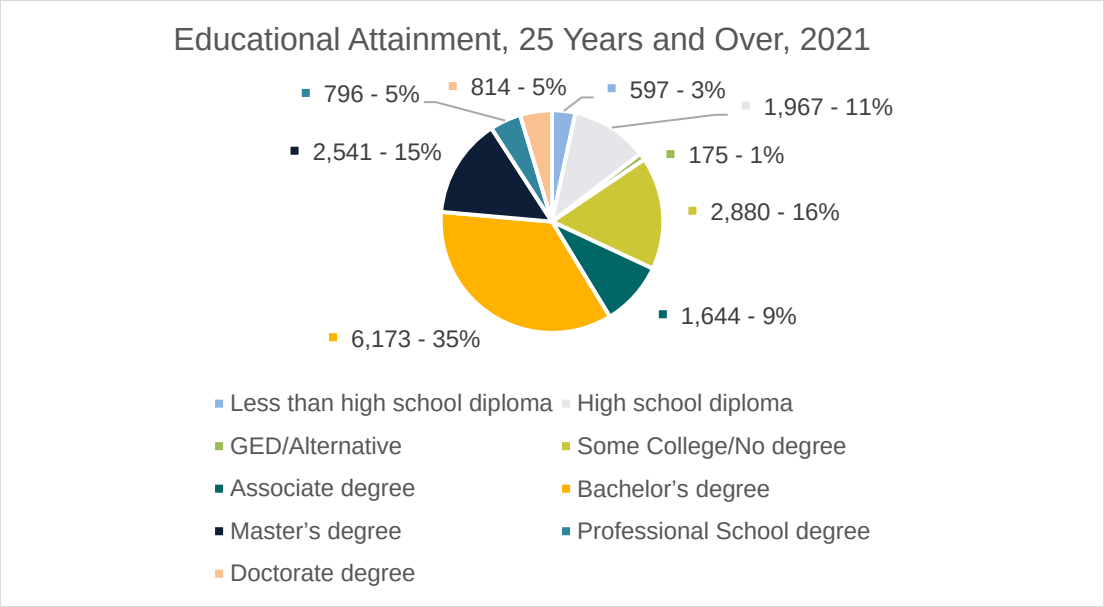
Source: Data Axle, Inc., Esri Community Analyst, 2023.

Educational Attainment & Income

Approximately 67 percent of residents over the age of 25 have earned an associate degree or higher educational attainment. For comparison, about 64 percent of the population over 25 in King County have earned an associate degree. Figure ED-2 shows estimated educational attainment for Kenmore residents aged 25 or older.

DRAFT

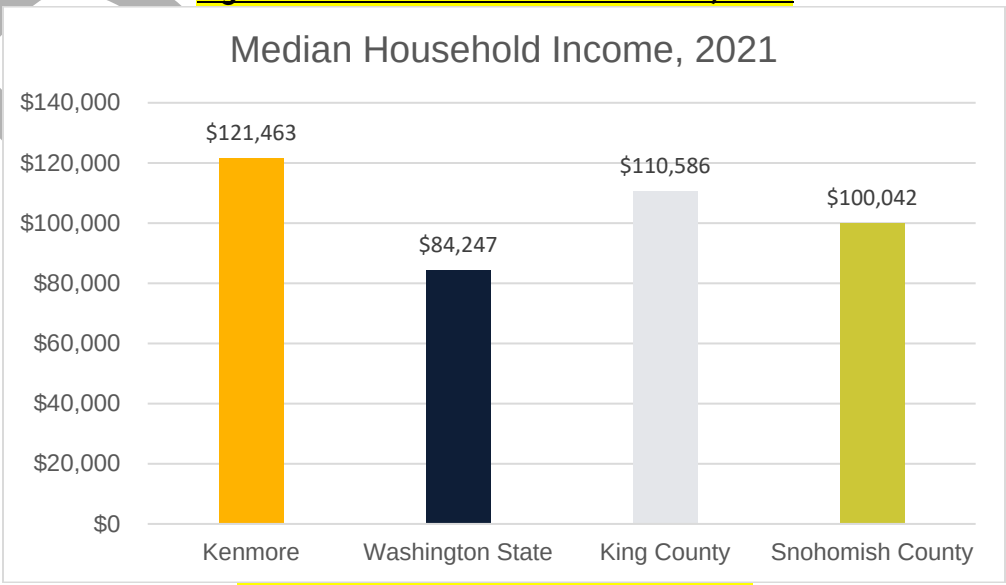
Figure ED-2 Educational Attainment, 25 Years and Over, 2021



Source: US Census American Community Survey, 5-year, 2017-2021

The Kenmore area has a median household income level estimated to be $121,463 in 2021 ~~$82,334 in 2013~~, compared to approximately $110,586 for King County and $100,042 in Snohomish County. ~~$71,811 for the County~~ Figure ED-3 shows estimated median household incomes in Kenmore, King and Snohomish counties, and Washington state.

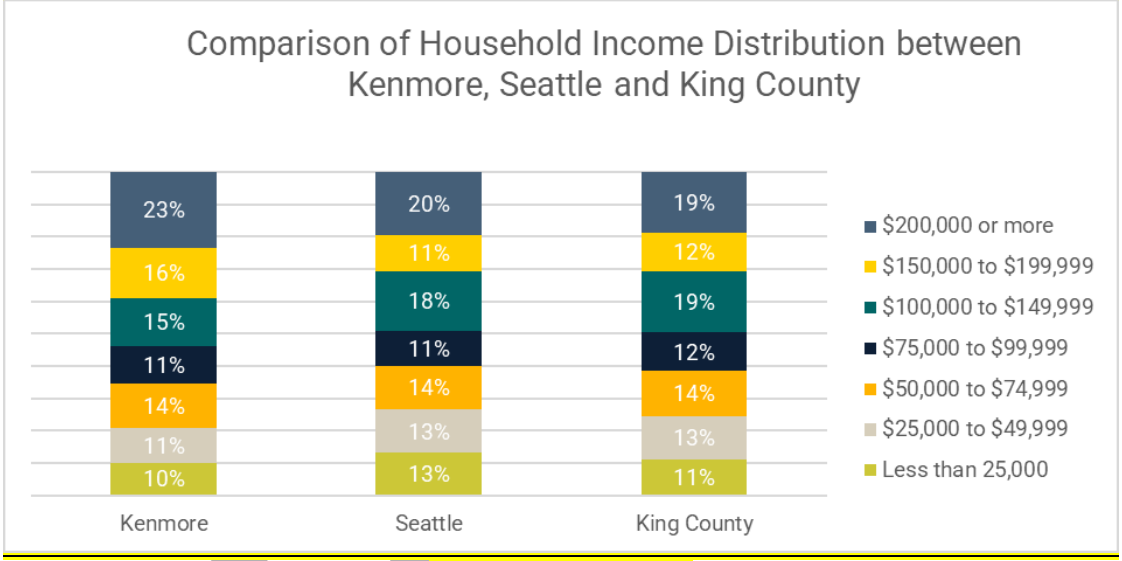
Figure ED-3 Median Household Income, 2021



Source: US Census American Community Survey, 2021

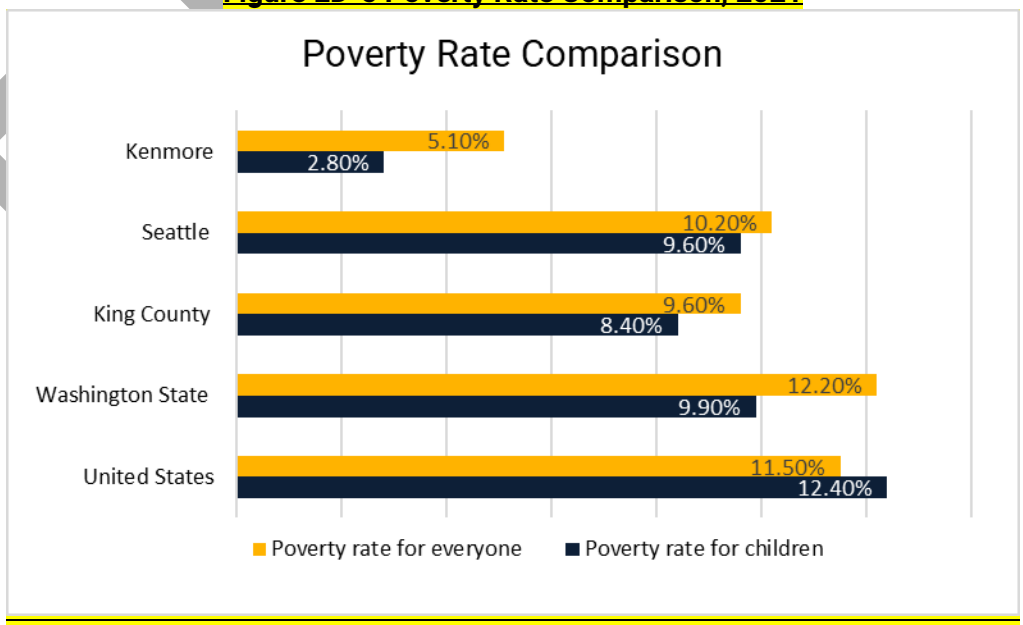
Approximately 6.1 percent of the population for whom poverty status is determined in Kenmore (1,425 out of 23,472 people) live below the poverty level, which is lower than the national average of 12.8 percent. The Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who classifies as impoverished. If a family's income is less than the family's threshold, then the family and every individual in it is considered to be living in poverty. Figure ED-4 shows the comparison of household income for Kenmore with Seattle and all of King County while ED-5 illustrates the poverty rate for children and adults in these areas.

Figure ED-4 Comparison of Household Income, 2021



Source: Source: PSRC, 2021

Figure ED-5 Poverty Rate Comparison, 2021



Source: PSRC, 2021

Housing Economic Profile

There are an estimated 9,623 total housing units in Kenmore. Of these, approximately 6,445 (67 percent) are owner-occupied, 2,765 (29 percent) are renter-occupied, and 357 (4 percent) are vacant. The median value of owner-occupied units is $948,000, with median gross rent of $1,704. The average household size in Kenmore, as reported in the 2020 Census, is 2.53. Table ED-6 shows the housing profile for Kenmore.

Table ED-6 Housing Profile[3]

Total Housing Units	9,623
Average Household Size	2.53
Owner-occupied units	6,445
Renter-occupied units	2,765
Vacant units	357
Median Value (Owner-occupied)	$948,000
Median gross rent (per month)	$1,704

Source: U.S. Census, American Community Survey, 5-year, 2017-2021

Housing Affordability

Housing affordability in a community is a large factor in a community's success. When households spend more than 30% of their income on housing, they are cost burdened and struggle to afford other necessities. Households are severely cost burdened when they pay more than 50% of their income on housing. Cost burden is only one measure for understanding affordability in Kenmore.

~~The City of Kenmore has an estimated population of 21,370 (as of April 1, 2014), an increase of 2,692, or approximately 14 percent, since 2000. The City of Kenmore is projected to grow by an additional 7,103 persons by 2035, to a total of 28,473 persons. This translates to a population increase of more than 33% over the 21 years between 2014 and 2035.~~

Employment

As of September 2023, there are approximately 4,583 employees within Kenmore. 21.2 percent of the working population in Kenmore is employed in Educational Services, making it the largest employment sector in the city. The next five largest employment sectors are Other Services* (10.9 percent), Health Care & Social Assistance (8.4 percent), Retail Trade (7.6 percent), Arts, Entertainment & Recreation (7.1 percent), and Professional, Scientific & Tech Services (7.0 percent).

According to WA State Department of Revenue, there are 1,198 businesses operating in Kenmore (September 2023). Of these businesses, 66% are home-based. Table ED-7 illustrates the percentages of employment per industry.

[3] Housing profile numbers as estimates based on U.S. Census data. There is a margin of error factor. Therefore, total housing units may not be exact.

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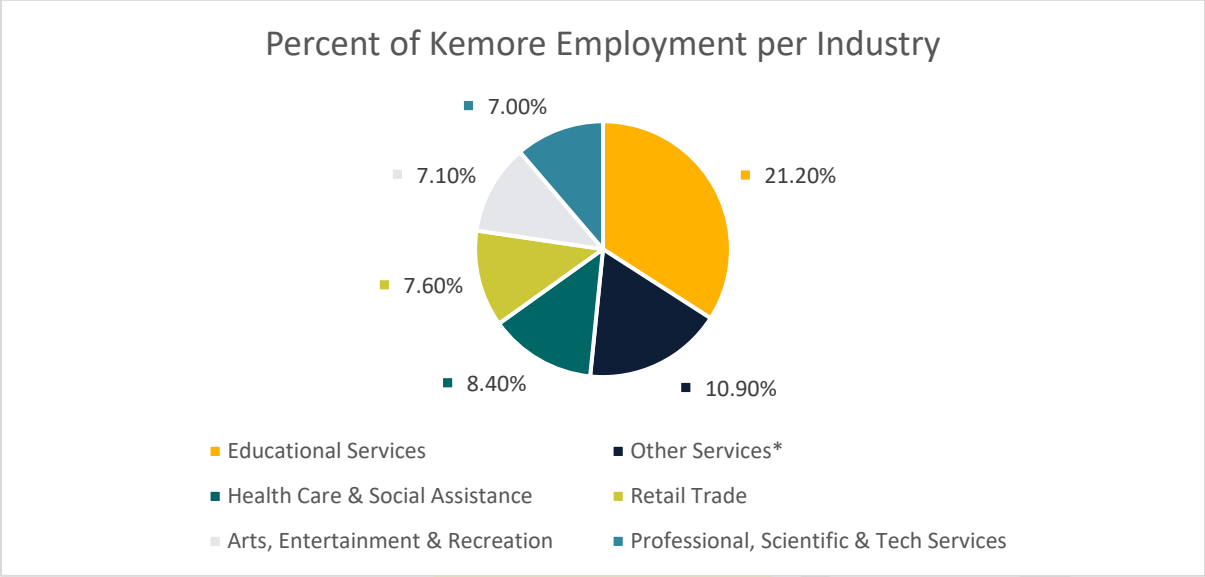
Figure ED-7 Employment per Industry



Source: WA Department of Revenue

(*Other Services (except Public Administration) NAICS 81 – Activities providing services not elsewhere specified, including repairs, religious activities, grantmaking, advocacy, laundry, personal care, death care, and other personal services.

Table ED-8 shows covered employment data for Kenmore. Table ED-9 shows the top 5 employers in Kenmore.

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Table ED-8, Covered Employment by Industry, Kenmore

by NAICS Codes	Employees Number	Percent
Agriculture, Forestry, Fishing & Hunting	0	0.0%
Mining	0	0.0%
Utilities	0	0.0%
Construction	303	6.6%
Manufacturing	136	3.0%
Wholesale Trade	152	3.3%
Retail Trade	348	7.6%
Motor Vehicle & Parts Dealers	62	1.4%
Furniture & Home Furnishings Stores	7	0.2%
Electronics & Appliance Stores	10	0.2%
Building Material & Garden Equipment & Supplies Dealers	32	0.7%
Food & Beverage Stores	30	0.7%
Health & Personal Care Stores	85	1.9%
Gasoline Stations & Fuel Dealers	16	0.3%
Clothing, Clothing Accessories, Shoe and Jewelry Stores	3	0.1%
Sporting Goods, Hobby, Book, & Music Stores	75	1.6%
General Merchandise Stores	28	0.6%
Transportation & Warehousing	239	5.2%
Information	90	2.0%
Finance & Insurance	94	2.1%
Central Bank/Credit Intermediation & Related Activities	67	1.5%
Securities & Commodity Contracts	8	0.2%
Funds, Trusts & Other Financial Vehicles	19	0.4%
Real Estate, Rental & Leasing	91	2.0%
Professional, Scientific & Tech Services	319	7.0%
Legal Services	53	1.2%
Management of Companies & Enterprises	3	0.1%
Administrative, Support & Waste Management Services	152	3.3%
Educational Services	970	21.2%
Health Care & Social Assistance	383	8.4%
Arts, Entertainment & Recreation	325	7.1%
Accommodation & Food Services	304	6.6%
Accommodation	18	0.4%
Food Services & Drinking Places	286	6.2%
Other Services (except Public Administration)	498	10.9%
Automotive Repair & Maintenance	63	1.4%
Public Administration	135	2.9%
Unclassified Establishments	41	0.9%
Total	4,583	100.0%

Source: Data Axle, Inc., Esri Community Analyst, 2023.

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TABLE ED-9, Largest Employers in Kenmore

Bastyr University
The Lodge at St. Edward Park
Safeway, Inc.
Kenmore Air Express/Kenmore Air Harbor[4]
Inglewood Golf Club

Source: WA State Dept. of Revenue, City of Kenmore 2023

~~There were approximately 3,606 jobs in Kenmore in 2013, fewer than before the Great Recession of 2009. Approximately 650 Kenmore businesses are registered with the City, and an additional 1,300 to 1,500 businesses may be operating in the city without formal registration. Regardless, only about 3~~ According to U.S. Census data, only 2 percent of working Kenmore residents are employed inside the City. Figure ED-10 shows the inflow/outflow of Kenmore residents and non-residents, as well as the ~~few~~ residents who live and work in Kenmore. There are over 3.5 times as many residents ~~leaving the~~ working outside the city for employment versus those coming into the City. This indicates the limited availability of jobs in the city and also residents work in job sectors that Kenmore does not offer (i.e., education and services instead of high-tech, financial). Kenmore still serves largely as a bedroom community for surrounding employment centers.

Figure ED-10

Source: U.S. Census On the Map, 2021

[4] Kenmore Air Express is the commercial air service business operating out of Kenmore. Kenmore Air Harbor is the maintenance and aircraft operations of the seaplane base in Kenmore. Together, these two businesses operate side-by-side at the Kenmore base.

Employment by Industry Sector

Kenmore residents are employed in a variety of industries. Over 25 percent of the population is employed in professional, scientific, ~~and~~ management, and administrative services, ~~and waste management services,~~ making it the largest employment sector. In 2021, the median annual earnings for this sector were $93,247. The next largest employment sectors are educational services (21 percent), other services (including repairs, religious activities, grantmaking, advocacy, laundry, personal care, death care, and other personal services (10.9 percent), and health care and social assistance (8.4 percent).~~manufacturing and retail trade (each tied at 9.7 percent), and finance and insurance, and real estate and rental and leasing (8.4 percent).~~ In 2021, the median earnings for these sectors range between $63,210 and $112,102 annually. Table ED-11 shows estimated full-time, year-round employees by industry sector in Kenmore.

Table ED-11 Employment by Industry Sector, 2021

Industry Sector	Count	Share	Median Earnings*
Full-time,year-round civilian employed population 16 years and over	9,486	100%	$68,917
Agriculture, forestry, fishing, hunting, and mining:	0	0	-
Construction	565	5.9%	$66,397
Manufacturing	926	9.7%	$112,102
Wholesale Trade	353	3.7%	$78,529
Retail Trade	928	9.7%	$47,180
Transportation and warehousing, and utilities:	220	2.3%	$62,313
Transportation and warehousing	146	1.5%	$48,646
Utilities	74	.07%	$123,750
Information	325	3.4%	$133,889
Finance and insurance, and real estate and rental and leasing:	805	8.4%	$71,750
Finance and insurance	496	5.2%	$99,261
Real estate and rental and leasing	309	3.2%	$60,747
Professional, scientific, and management, and administrative and waste management services	2,396	25.2%	$93,247
Professional, scientific, and technical services	1,923	20.2%	$101,979
Management of companies and enterprises	105	1.1%	$109,306
Administrative and support and waste management services	368	3.8%	$45,625
Educational services, and health care and social assistance:	1,997	21.0%	$63,210
Educational services	792	8.3%	$70,278
Health care and social assistance	**1,205**	12.7%	$58,423
Arts, entertainment, and recreation, and accommodation and food services	**497**	5.2%	$43,013
Arts, entertainment, and recreation	**182**	1.9%	$59,375
Accommodation and food services	**315**	3.3%	$31,989
Other services, except public administration	**215**	2.2%	$25,875
Public administration	**259**	2.7%	$75,192

Sources:
US Census American Community Survey, 2021
https://data.census.gov/table?q=industry&g=160XX00US5335170&tid=ACSST5Y2021.S2404
https://data.census.gov/table?q=earnings+by+industry&g=160XX00US5335170

Employment Capacity

The affordability of commercial space and housing within the region contributes to whether the local economy has the potential to slow or grow in upcoming years. As increasing housing costs

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play a major role in housing affordability, so does the cost of commercial and industrial real estate. As real estate costs rise, this may negatively impact the potential of business creation and the retention of existing business. Higer rents may price out existing businesses, make expansions of existing businesses cost-prohibitive, or displace existing businesses as commercial areas redevelop.

Monitoring commercial space availability and development capacity may ensure that zoning and other development regulations create a balanced and sustainable economic development approach. Table ED-12 below summarizes the 2021 King County buildable lands analysis of commercial and industrial lands in Kenmore, as well as the capacity to accommodate jobs in those categories in the city. The table includes a summary of land supply and employment capacity by vacant and underutilized parcels. Also included is a summary of capacity within lands categorized as Pipeline (lands within project planned or underway) as of 2021.

Estimating commercial/industrial land supply and job capacity determines if the city has enough land inventory (availability) in these land use categories, as well as the capacity to accommodate employment (jobs) in these categories.

Table ED-12 Commercial / Industrial Land Supply and Job Capacity

Land Supply	Gross Area (acres)	Critical Areas (acres)	ROW (acres)	Public Purpose (acres)	Initial Land Supply	Market Factor	Buildable Lands (acres)
Vacant/Redev.							
Commercial	0	0	0	0	0	0%	0
Mixed Use	131.4	17.4	8.0	16.0	90.1	0% - 10%	87.5
Industrial	0	0	0	0	0	0%	0
Non-Res Land Total	**131.4**	**17.4**	**8.0**	**16.0**	**90.1**		**87.5**

Job Capacity by Land Use	Net Buildable Area (mil.sq.ft.)	Assumed Density Range (FAR)	Existing Floor Area (million sq. ft.)	Floor Area Capacity (mil.sq.ft.)	Sq.ft. per job	Job Capacity
Commercial						
Vacant	0	0	0	0	0	0
Redevelopable	0	0	0	0	0	0
Commercial Total	**0**	**0**	**0**	**0**	**0**	**0**
Mixed-Use						
Vacant	0.48	0.16 / 1.50	0	0.19	300 / 400	623
Redevelopable	3.33	0.16 / 1.50	0.26	0.97	300 /400	3,239
Mixed-Use Total	**3.81**	**0.16 / 1.50**	**0.26**	**1.16**	**300 / 400**	**3,862**
Industrial						
Vacant	0	0	0	0	0	0
Redevelopable	0	0	0	0	0	0
Industrial Total	**0**	**0**	**0**	**0**	**0**	**0**
City Total						
Commercial	0	0	0.69	0	0	0
Mixed Use	3.81	0.16 / 1.50	0.91	1.16	300 / 400	3,862
Industrial	0	0	0.26	0	0	0
Job Capacity in Pipeline						*19*
City Total	**3.81**	**1.50**	**1.86**	**1.16**	**0 / 400**	**3,881**

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Source: King County Urban Growth Capacity Report, June 2021

~~The Kenmore area has a median household income level estimated to be $82,334 in 2013, compared to approximately $71,811 for the County as a whole. Educational levels in Kenmore are high, with approximately 79% of residents either having attended college, or attained an associate's degree, a bachelor's degree or a graduate or professional degree. This compares with King County, where 75% of residents have this level of education.~~

~~Refer to **Section 3, Demographics and Economics,** for more detailed information about Kenmore's existing demographics and economy. To summarize, however, the following describes the number of current jobs and the community's largest employers:~~

- ~~Based upon all employees "covered" under the State's unemployment insurance act, approximately 3,606 jobs were located in the City in 2013.~~

- ~~Most of these jobs are service oriented. The manufacturing sector has the fewest jobs and decreased the most between 2001 and 2011.~~

- ~~As of 2015, Kenmore's largest private employers include Bastyr University, Kenmore Air Harbor and Safeway. In 2000, results were similar in that Bastyr University and Kenmore Air Harbor were the larger private employers.~~

Jobs/Housing Ratio

A jobs/housing ratio is a measure of the amount of employment compared to the amount of housing in a specific geographic area. By monitoring this metric, this allows the City to plan for and improve geographic distribution of housing and employment opportunities in the community. Generally, a low jobs/housing ratio indicates that a community is housing-rich and may be classified as a "bedroom community," while a high jobs/housing ratio indicates that the community is an employment center. The target is balance of jobs and housing, while also considering that the housing available in the community is affordable to workers at different income levels.

Kenmore, with approximately 4,583 jobs and 9,623 housing units, has a 1:2 jobs to housing ratio, which is a little less than half the number of jobs per housing units available. ~~just over twice the number of housing units per jobs available~~. Figure ED-13 shows the jobs/housing ratio for Kenmore, as well as other nearby jurisdictions and King County for comparison. For comparison, Bothell has slightly more jobs than housing, Kirkland has an almost equal balance of jobs and housing, and Lake Forest Park has significantly more housing than jobs by a 3:1 margin.

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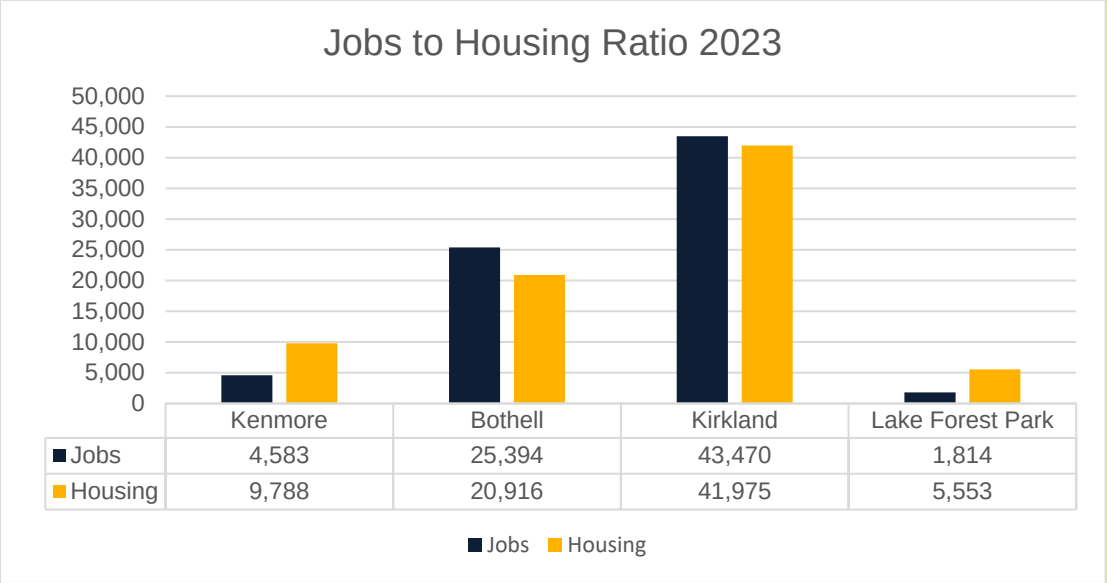
Figure ED-13 Jobs/Housing Ratio, 2023



Source: Data Axle Inc, ESRI Community Analyst, 2023

Employment Growth Target

The King County Countywide Planning Policies (CPPS) establish growth targets for all jurisdictions within King County. The CPPs were most recently amended in 2023, updating the growth targets for cities and towns throughout the County. The updated growth targets extend the planning horizon through 2044. Kenmore's current employment is 4,583 with a growth target of 3,200 net new jobs by 2044.

Taxable Retail Sales

The reported taxable retail sales in Kenmore as reported in 2022 was $439.9 million, which was a 10% change from the prior year ($399,401,715). Table ED-14 shows the taxable retail sales of Kenmore compared to other nearby cities. Table ED-15 shows the taxable retail sales within Kenmore by category. Per WA State Revenue, this includes sales by other methods including online, phone, and retailers by mail.

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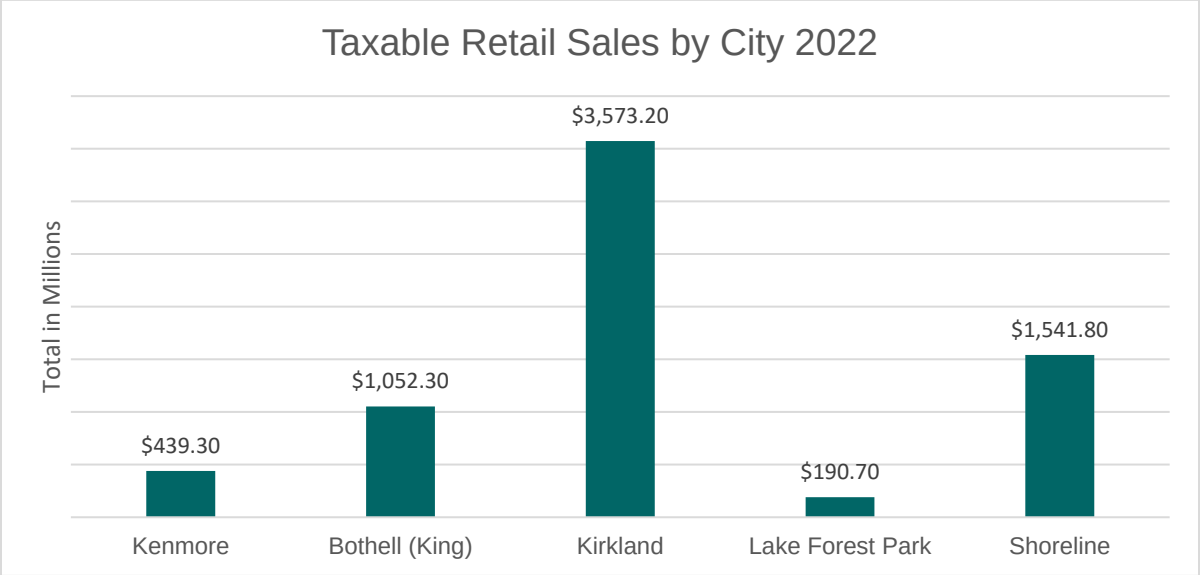
Table ED-14 Taxable Retail Sales, 2022 Annual



Source: WA Department of Revenue

Table ED-15 Select Taxable Retail Sales in Kenmore, 2022 Annual

Source: WA Department of Revenue

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FUTURE TRENDS

Kenmore, particularly in the four quadrants of Downtown, is expected to capture additional economic growth. As a designated "High Capacity Transit (HCT) ~~Larger City~~" community[5] with good access to the regional transportation network, Kenmore is targeted for both residential and employment growth as part of the Regional Growth Strategy. As a ~~Larger City~~ HCT, Kenmore is viewed as an important subregional job, service, cultural, and housing center. The Downtown area will capture a share of City-wide development based on several key characteristics:

- Central location, convenient to job centers and job growth in northeast King County.
- Location on major highways/arterials. Travelers can get to or from Kenmore without traveling on a toll road.
- Location on Lake Washington and the Sammamish River.
- Variety of existing commercial development types and the potential for redevelopment.
- Presence of Bastyr University, a leader in natural health sciences.

More details about the Downtown area are discussed in the Downtown Element.

Retail Demand

Taxable retail sales have remained steady ~~grown steadily~~ in Kenmore. ~~since 20102000, with a dip in 2009 due to the Great Recession~~. Restaurants, groceries, and until recently, autos and parts, ~~made~~make up the largest share of retail spending. With the departure of James G. Murphy Co. in 2022, this auto sales and parts sales category dramatically decreased. ~~The fastest growth since 2000 has been in general merchandise and sports/books/music~~. Kenmore retail largely serves a local market area. Even within this area, the city retail captures only a small share of resident expenditures. ~~While it is not unusual for a small community to experience leakage in categories such as general merchandise and apparel, Kenmore businesses only recently captured resident expenditures for groceries.~~

The retail inventory in the city consists of a mix of ~~shopping centers, shopping districts (a concentration of individual buildings)~~, highway-oriented development and some stand-alone facilities. The largest concentrations are Kenmore Square and surrounding development, Safeway and surrounding development, and Kenmore Village and surrounding development. ~~With the exception of the Safeway and Kenmore Square concentrations, many of the existing retail facilities are dated in terms of configuration, appearance, and performance. Recent new investment in the Downtown core (Kenmore Camera, Speedy Reedy, Cooley Smiles) has focused on rehabilitation rather than redevelopment.~~

[5] 'High Capacity Transit' means transit service that functions to carry high volumes of passengers quickly and efficiently, preferably on exclusive or semi-exclusive rights-of-way, such as bus rapid transit, light rail, commuter rail, and passenger only ferries. In the case of Kenmore, SR-522 (Bothell Way) is defined as a high capacity transit corridor. 'High Capacity Transit community,' as defined under PSRC's VISION 2050, is a regional geography that refers to cities and unincorporated areas that are connected to the regional high-capacity transit system.

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The City of Kenmore has the potential to provide retail goods and services for an area beyond its own boundaries. The projected market area for Kenmore lies within an approximate 3-mile radius around the Downtown ~~City Center~~, and the boundaries are further described in the Downtown ~~Sub-~~Element.

Particularly in the four downtown quadrants there are opportunities for both rehabilitation of existing retail and new retail development opportunities that serve both local and regional needs. Providing opportunities to access small, local neighborhood retail is also a consideration for serving local needs.

While there is some limited potential for retail expansion in Kenmore, the long-term projection is declining retail sales at traditional brick and mortar retailers and a continuing trend in online retail. According to McKinsey & Company, a global management consulting company, the share of traditional retail is set to decline from 85 percent at present to 65-70 percent in the next 4 to 5 years.

~~A project of the scale proposed at Lakepointe could create demand for specialty retail in a destination setting.~~

Office Demand

The Kenmore office market is quite small in comparison to the region. ~~As of 2013, there was a total of 182,000 square feet of office space, with an average size of 4,054 square feet per space.~~ Kenmore's ability to capture regional and national serving office users depends on its competitive position. Office concentrations in Bothell, Lynnwood, and Kirkland are all located on major interstate highways. While Kenmore does not offer the same level of highway access and visibility, Kenmore does have an opportunity to capitalize on its waterfront setting, ~~as is the case at Carillon Point in Kirkland. The space in that project commands some of the highest rents in the region. However, that opportunity is specific to~~ such as Lakepointe, or a development of comparable scale.

Since about 60 ~~%~~ percent of Kenmore businesses with a Kenmore Business Registration are home-based businesses (as of 2023), there may be an upcoming need and demand for smaller-scale office development as these businesses mature. Buildings that accommodate live-work or coworking spaces may be more suitable for Kenmore's business environment rather than the traditional Class A or B office space that is commanded in large job centers. However, because of the lack of available coworking space in Kenmore, businesses are forced to look outside the city. ~~The Berk and Associates Report (2009) noted that the source of demand for office space is most likely to come from local entrepreneurs or local residents moving their business closer to home.~~

Telecommuting is a trend that has rapidly increased since the COVID-19 pandemic. This has created high retail and office vacancy rates in many prime locations outside of Kenmore. The current trend and long-term projections are conversions of excess office space to residential. While Kenmore may not be largely affected by this trend, it will still have an overall impact on office space availability and rents.

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Clean Light Manufacturing Demand

Clean light manufacturing generally includes advanced manufacturing (including information technology) and urban and/or artisanal manufacturing (including breweries and specialty food manufacturers, for example). Both types of light manufacturing, particularly small growing businesses and start-ups, do not need large spaces and are looking for inexpensive rent. Kenmore has a few properties that fit this description and is a lower cost location than other options, regionally. As an emerging ~~and broadly defined~~ business type, ~~however, there is little market data or trends to assess the potential in Kenmore.~~, there may be the potential for future growth of green businesses in Kenmore.

In addition to clean light manufacturing, supporting local businesses and fostering business opportunities to advance climate mitigation and resilience are important long-term objectives of the City. The Climate Action Element has goals and policies related to supporting a resilient and green local economy.

~~Projected Employees~~

~~Assuming development in accordance with the adopted Kenmore Land Use Plan, the City would achieve greater employment. Refer to **Table LU-B**. Most of the employment is due to the development of Lakepointe, and a concentrated Downtown core. City economic development efforts with Bastyr University and the Economic Development Council of Seattle/King County may enhance future employment in Kenmore as part of a natural health hub. **Refer to Sections 4A and 4B**, Land Use Element and Downtown Sub-Element for additional descriptions.~~

~~TABLE LU-B~~

~~EXISTING AND FUTURE COMMERCIAL DEVELOPMENT~~

	~~2014 Estimated~~	~~Net Increase 2014-2035~~	~~Total 2035~~
~~Employment~~	~~3,606~~	~~3,098~~	~~6,704~~

~~**Table LU-B** shows a net increase in employment of 3,098 by the year 2035. This meets the City's 2031 employment target in the Countywide Planning Policies.~~

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~~ECONOMIC DEVELOPMENT STRATEGY~~

~~In 2009, the City adopted a strategic plan, "Capitalizing on Kenmore's Potential: An Economic Development Strategy," to identify strategies to enhance the City's image and identity to increase economic vitality and business growth in the long run. Four goals were identified:~~

- ~~Establish Kenmore's image by promoting its high quality of life and many assets~~
- ~~Support existing businesses and pursue opportunities to expand employment~~
- ~~Create a multi-use, vibrant and walkable Downtown~~
- ~~Advance the community's connection to the waterfront.~~

STRENGTHS, CHALLENGES, OPPORTUNITES & THREATS (SCOT)

The city of Kenmore, with its ideal location at the top of Lake Washington along a heavily travelled corridor between Seattle and the Eastside, has a lot of opportunity for commercial growth. With these opportunities, there are certainly challenges as well. This section briefly describes the strengths, challenges, opportunities, and threats, otherwise known as a S~~W~~COT analysis. This section also summarizes responses from business and stakeholder interviews conducted during development of the 2018 Economic Development Strategy.

Strengths

Kenmore has several assets that can be leveraged to establish its identity and promote the community for increased investment and employment.

Location

Kenmore's location on 522 roughly halfway between the Eastside and downtown Seattle, as well as its location on the north end of Lake Washington, are significant assets to attracting new residents and businesses alike.

Pleasant Residential Neighborhoods

Kenmore has many excellent neighborhoods, each with its~~their~~ own identity and character, which add to the uniqueness of the community and improved quality of life.

Excellent School District

The Northshore School District is one of the top public school districts in the region.

Kenmore's Air Harbor

Founded in 1946, Kenmore's Air Harbor continues to be a unique and vital asset to the city's history and economic vitality. With an average 20 single-engine seaplane fleet, it is America's largest seaplane harbor with air service provided daily to downtown Seattle, the San Juan Islands, and Canada. Along with passenger services, the Air Harbor also provides seaplane restoration and maintenance services. The Air Harbor also provides space for approximately 25 private seaplanes. During the peak summer months of July and August, the Air Harbor employs approximately 250 people.

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More information about Kenmore's Air Harbor is provided in the Land Use Element.

Bastyr University

Kenmore is home to Bastyr University, the premier university in naturopathic medicine in the United States, with campuses in Kenmore and San Diego, California. The 51-acre Kenmore campus is located adjacent to St. Edwards State Park and It is known for its focus on natural health arts and sciences, particularly in the areas of naturopathic medicine, acupuncture, herbal medicine, nutrition, and holistic health. Not only does Bastyr offer in-person, full-time programs, but also offers online degrees and continuing and community education programs. Basytr has a total student body of approximately 742 students between both campuses and employs over 600 employees.

Strong Local Business Presence

Kenmore is home to many locally-owned businesses, both large and small. In fact, over 60-percent of Kenmore businesses are home-based.

~~Weaknesses~~Challenges

SR-522 Traffic

The pass-through traffic on SR-522 (Bothell Way) is a major east-west thoroughfare that is a significant barrier to pedestrians as well as limiting the potential for and type of development along the highway.

Competition with Neighboring Cities

The local economy is considered small relative to its population base. Several of Kenmore's neighboring cities have strong regional retail and employment centers, including Lynnwood, Bothell, and Kirkland.

Lack of Large-Scale Commercial/Office Space

Compared with neighboring cities, Kenmore has less current and available commercial and office space. This makes it more challenging for businesses to expand or locate in the city.

Opportunities

Excellent Transportation Connections

SR-522 (Bothell Way) is a major east-west arterial that provides excellent connection to Interstate 5 to the west and Interstate 405 to the east. The highway also acts as a major transit corridor for both local (King County Metro) and regional (Sound Transit) bus service. The addition of the S3 Stride Line, a new bus rapid transit line that will connect I-405 and Link Like Rail in Shoreline, will provide residents and employees additional transit options, while also expanding access and opportunities to economically disadvantaged residents. Also, continuing to pursue the King County Water Taxi as a viable transportation alternative would bring added economic benefits to downtown Kenmore.

Expanding the Downtown Core

Downtown Kenmore has been slowly redeveloping and redefining itself as the new community shopping and gathering place. Along with city investments for a new town square

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and several new privately-initiated housing developments, there is a lot of opportunity for continued growth.

Promotion of Kenmore as a Unique Lakeside City
Kenmore is uniquely situated at the north end of Lake Washington. This location, and the benefits of lakeside access, provides not only a dramatic view but also several economic development opportunities.

Lakepointe Development
Lakepointe is a 'once in a lifetime' opportunity to create a lasting legacy for residents, business and visitors.

Threats

Climate Change
Climate change has the potential to have many negative effects on the economy, many of which may be out of the control of local government. Business establishment and success, as well as customer spending patterns, may be affected. Kenmore could, however, take steps to improve and market climate mitigation and adaptation strategies in the Climate Action Plan to attract businesses and shoppers.

Economic Uncertainty
Uncertainty in regional, national, and global economies plays a role in what happens to local economies. Inflation, supply chain and labor shortages, transportation costs, and stock market volatility are unknowns that may impact the region in the future. While many of these market forces are uncontrollable, the City can develop policies to prepare for any negative swings and prepare for and respond to changing economic conditions.

Housing Affordability
Regional and local housing plays a role in economic success and growth in the community. Housing affordability can impact housing rents and home costs, which may impact the availability and creation of workforce jobs. The City can monitor existing housing trends and home prices, as well as make changes to housing policies, if needed, to ensure an adequate supply of affordable housing in Kenmore.

Commercial Affordability
Commercial affordability also plays a large role in economic success and growth in Kenmore. Rising costs in commercial rents and property can negatively impact existing business, as well as dis~~en~~couraging new business development. The City can monitor existing commercial metrics and adjust economic policies, to the extent possible, that helps promote a variety of businesses.

Transition to Online Marketplace
Even before the COVID-19 pandemic, the retail marketplace has slowly been changing from a traditional brick-and-mortar, big-box environment to e-commerce. While traditional "in-person" shopping is still the predominant method, the pandemic has inevitably accelerated this change as large-scale regional developments (i.e., shopping malls and retail centers) are either closing or redeveloping into mixed-use urban villages or "lifestyle centers." While

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Kenmore does not have many large-scale shopping centers, the City may explore the potential of adaptive reuse for aging buildings or redevelopment of underperforming retail centers into new mixed-use or live-work spaces.

Tables ED-16 and ED-17 show key sector opportunities and challenges and what was heard from participants during the 2018 Economic Development Strategy participation sessions.

Table ED-16 Key Sector Opportunities & Challenges – 2018 Economic Development Strategy

Sector	Opportunities	Challenges
Retail	Current retail leakage to other retail centers; opportunity to capture spending from nearby communities	Suitable locations for future retail; format/type of retail and compatibility with City goals; changing retail environment (bricks and mortar challenges)
Medical/Health Care	Existing demand; relative small scale development type; existing presence in Kenmore; Bastyr University	Available property for development; Rising construction costs
Professional Services (office space)	Demand for locally serving office space; low vacancy rates; lack of supply of office space nearby; potential for coworking office development	Financing of speculative office space; available locations within the City
Restaurants/ Breweries/Wineries	Rising costs in Seattle and other markets i.e. relative affordability of commercial space; strong local demographics and growth; underserved market	Available space (existing or for new construction); rising rents in Kenmore; nearby competition
Tourism and Recreation	Build upon success of the Lodge at Saint Edward; Burke Gilman linkages; Unique lakefront amenities; Kenmore Air	Linkage between downtown and lake access points; growth in nearby offerings; Highway 522 environment
Information & Communications Technology (ICT)/Tech Sector	Potential for satellite offices on certain properties in long term (Lakepointe for example); improving transportation linkages; Regional growth in sector; regional demand	Site suitability and availability; regional competition; long odds strategy

Source: 2018 Economic Development Strategy, CAI, Inc.

Table ED-17 What Was Heard – 2018 Economic Development Strategy

What Makes Kenmore an Attractive Place to do Business?

The Ability to Live & Work Here
Central Location Within Region
Affordable Commercial Rent

The Local Economy
Confidence in Future Growth
Untapped Markets
Quality Businesses Draw Customers from Outside Kenmore

Kenmore's Economic Assets
Local Leadership & Support for Businesses
Location
Spillover Regional Growth
Bastyr University Growth

What Challenges and Opportunities Affect the Kenmore Economy the Most?

Greatest Challenges
Transportation
Current Perceptions of the City
Quality & Quantity of Commercial Space
Competition with Neighboring Communities

Greatest Opportunities
Increasing Transportation Options
Expanding Downtown Retail Core
Developing Identity as Unique Destination
Improving Quality of Commercial Building Space

Looking Forward

Infrastructural Development
Development of the Lakepointe Property
Expected Growth - and a Higher Profile
Increasing Variety of Commercial Development
Places to Gather
Shared Work Spaces
Technology, Healthcare and Professional Services

Source: 2018 Economic Development Strategy, CAI, Inc.

SUPPORTING AN EQUITABLE LOCAL ECONOMY

A diverse and stable economy offers long-term economic opportunity and social equity to all Kenmore residents. Equitable and broadly spread prosperity through employment is a key factor

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in helping residents improve financial outcomes and stay out of poverty. Equity has been identified by the City as top priority and ensuring availability and access to jobs is one of the ways to improve quality of life, especially for historically underrepresented people. Creating the opportunity for access to living wage jobs and workforce development and education leads to greater economic growth and success.

GOALS, OBJECTIVES, AND POLICIES

Following are the economic development goals, objectives, and policies.

GOAL ED-1~~25.~~ ESTABLISH AN ECONOMIC BASE THAT PROVIDES FOR THE NEEDS OF RESIDENTS ~~CITIZENS~~ AND A RANGE OF EMPLOYMENT OPPORTUNITIES.

OBJECTIVE ED-1~~25.~~ Strengthen the diversity of employment opportunities ~~the economy~~ in a manner that creates job opportunities for all residents~~citizens~~, ~~protects environmental quality,~~ and creates opportunities for people to live and work in Kenmore.~~utilizes public/private partnerships.~~

Policy ED-~~LU-25.~~1.1 Classify an adequate amount of land for commercial and business use.

Policy ED-~~LU-25.~~1.2 Recognize the environment as a key economic value in the community that must be protected.

Policy ED-~~LU-25.~~1.3 Through cooperative planning efforts with other agencies, support community-based actions to involve minorities, women and economically disadvantaged individuals in improving their economic future.

Policy ED-1.4 Promote local use of small business financing and management assistance programs. Help identify facilities which may be used to support small businesses.

Policy ED-1.5~~LU-25.1.4~~ Develop and maintain accurate and up-to-date capital facility plans for transportation, surface water, and parks.

Policy ED-1.6~~LU-25.1.5~~ Foster the development and use of private/public partnerships to implement economic development policies, programs, and projects.

Policy ED-1.7 Identify & target sectors that are appropriate for siting in Kenmore, providing for job diversity and living-wage occupations.

Policy ED-1.8 Ensure existing and future housing and land use policies support the balance of affordable housing and available jobs in Kenmore.

OBJECTIVE ED-2~~25.2~~ Support new and existing business development by creating ~~Create~~ a climate that fosters business creation and retention, positively contributing to the City's quality of life.

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Policy ED-~~LU-25.~~2.1 Actively support the retention and expansion of the local and regional economic base.

Policy ED-~~LU-25.~~2.2 ~~Work~~ Partner with economic development groups, such as the Economic Development Council of Seattle/King County, State Department of Commerce, Small Business Development Center (SBDC), and various trade organizations to coordinate recruitment and marketing of business opportunities.

Policy ED-~~LU-25.~~2.3 ~~Work~~ Partner with the ~~Greater~~ Bothell Kenmore Chamber of Commerce and Kenmore Business Alliance to connect businesses and obtain input on City policies and activities.

Policy ED-~~LU-25.~~2.4 Use zoning, strategic infrastructure investment, and public facilities to stimulate business revitalization, retention, and creation.

Policy ED-~~LU-25.~~2.5 ~~Allow for~~ Permit home ~~occupations~~ businesses within residential zones consistent with the ~~residential character~~ neighborhood context.

Policy ED-~~LU-25.~~2.6 Encourage quality and affordable~~adequate~~ child care and adult care facilities to support a diverse work force.

Policy ED-2.7 Identify the unique needs of multi-cultural and women-owned businesses and coordinate City policies with business associations and other stakeholders in Kenmore.

Policy ED-2.8 To support Kenmore's Economic Development Approach, continue to facilitate permitting for new and expanding businesses and facilitate property acquisitions where strategic~~where possible~~ to achieve economic development strategies.

Policy ED-2.9 Ensure that all economic development activities and partnerships are consistent with ~~the three prongs of~~ the City's Economic Development Approach.

OBJECTIVE ED-3~~25.3~~ Encourage the retention and provision of commercial services that support residents and local businesses.

Policy ED-~~LU-25.~~3.1 Support private reinvestment in ~~local-serving shopping centers and~~ local businesses through the potential use of tools such as~~business improvement districts,~~ loan or grant matching, fee abatement, or other mechanisms to revitalize commercial centers.

Policy ED-~~LU-25.~~3.2 Reinforce private ~~re~~investment through regular maintenance and improvement of the City's streets, sidewalks, surface water facilities, and parks.

Policy ED-~~LU-25.~~3.3 Encourage mixed-use areas where small-scale commercial development can occur.

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OBJECTIVE ED-~~4~~25.~~4~~ Improve the visual appearance of new and existing commercial development in terms of design, signage, landscaping and maintenance.

Policy ED-~~LU-~~25.~~4~~.1 Improve the visual appearance of Downtown, SR-522, and other commercial districts through public and private measures for beautification, façade improvements, and maintenance.

Policy ED-~~LU-~~25.~~4~~.2 Improve the appearance of parking areas with landscaping and maintenance.

Policy ED-~~LU-~~25.~~4~~.3 Implement sign standards that create a distinct image for the Downtown, SR-522, and other commercial nodes, and which orient to pedestrians as well as drivers.

OBJECTIVE ED-~~5~~25.~~5~~ Identify and support Kenmore's Downtown as a focal point for commercial and inclusive and sustainable economic ~~revitalization and~~ growth.

Policy ED-~~LU-~~25.~~5~~.1 Promote a diversity of uses within the Downtown which support the activity base by providing employment, civic, cultural, recreational, residential, and a variety of commercial activities.

Policy ED-~~LU-~~25.~~5~~.2 Use zoning and infrastructure incentives to achieve redevelopment ~~and infill~~ in the Downtown.

Policy ED-~~LU-~~25.~~5~~.3 Create zoning districts, regulations, incentives and strategic investment that, in conjunction with market forces, result in an inviting and vital central core that is ~~self-supporting~~inclusive and sustainable.

OBJECTIVE ED-~~6~~25.~~6~~ Support regional economic development strategies consistent with the Kenmore vision statement.

Policy ED-~~LU-~~25.~~6~~.1 Cooperate in efforts to establish regional economic diversification and development goals, strategies, and actions. Participation should be encouraged by other jurisdictions, labor, education, environment, and business interests.

Policy ED-~~LU-~~25.~~6~~.2 Continue to cooperate on a countywide and regional basis with other counties, cities, other governmental agencies and the private sector to inventory, plan for and monitor the land capacity for commercial, institutional, resource, critical area, open space and residential uses.~~, estimated for six- and 20-year time periods.~~

Policy ED-6.3 Utilize tax and fee systems, where appropriate, that are equitable, ~~are~~ consistent with City goals, predictably and appropriately fund local services, and are able to maintain a competitive local and regional economic environment. Periodically review the City's tax and fee systems to ensure they remain consistent with the City's priorities.

OBJECTIVE ED-7 Emphasize Climate Action Plan strategies during economic development decision making.

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Policy ED-7.1 Attract a job sector that encourages clean-energy and low-carbon producers, emphasizes the reduction of natural resources, and promotes local and statewide initiatives of a green economy.

Policy ED-7.2 Support green job training and continuing education opportunities for economic vulnerable job sectors.

Policy ED-7.3 Support industries and job sectors that reduce greenhouse gas emissions and transitioning to renewable energy sources.

OBJECTIVE ED-8 Develop a culture of excellent ~~customer~~ service that supports all residents and businesses in Kenmore.

Policy ED-8.1 Continue to provide excellent ~~customer~~ service, and identify improvements as necessary, for City permitting, licensing, code enforcement and other front-line functions.

Policy ED-8.2 Instill a problem-solving approach to project review, licensing and permitting.

OBJECTIVE ED-9 Enhance communication between the City and local businesses.

Policy ED-9.1 Communicate with business owners to illustrate the value proposition inherent in operating a business in Kenmore.

Policy ED-9.2 Encourage proactive outreach to Community Business Organizations, such as Kenmore Business Alliance, informing the local business community of Kenmore's regulatory simplicity, supportive business culture, and low-cost business environment.

OBJECTIVE ED-10 Enhance community services as an integral part of residents and business owners' satisfaction with Kenmore and their sense of community.

Policy ED-10.1 Continue to operate a summer farmers market or support other activities in downtown that brings together people, business and enhances community pride.

Policy ED-10.2 Provide home-based businesses with easy access to community services and other opportunities that help advertise and promote their business to local residents and property owners.

Policy ED-10.3 Monitor residents and business owner satisfaction regarding city services and other quality of life metrics and track over time.

OBJECTIVE ED-11 Consistent with the City's Diversity, Equity, Inclusion and Accessibility (DEIA) Plan, support businesses and projects that align with equity goals.

Policy ED-11.1 Increase efforts to build partnerships that support to retain local businesses and organizations, with an emphasis on supporting historically marginalized groups in the business community.

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Policy ED-11.2 Support a diversity of business types by engaging with business organizations and agencies that assist minority and women-owned businesses, such as the Washington State Office of Minority and Women's Business Enterprises (OMWBE), Washington State Department of Commerce, and Association of Women and Minority Businesses (AWMB).

OBJECTIVE ED-12 Leverage Placemaking and Livability and Position Kenmore as a destination for North King County.

Policy ED-12.1 Promote Kenmore as a regional tourism destination with regional businesses and attractions. ~~such as Kenmore Air and The Lodge at St. Edwards Park.~~

OBJECTIVE ED-13 Continue to recognize the value of Kenmore's Air Harbor as a provider of air transportation and as a significant employer in the city.

Policy ED-13.1 Support the continued operation of Kenmore's Air Harbor through effective planning, reduction from risk of incompatible development, and collaboration with the City and surrounding property owners.

IMPLEMENTATION STRATEGIES

The Economic Development ~~Sub-~~Element policies ~~would~~ will require continued or increased commitments of City resources to prepare new regulations, review/amend existing regulations, create educational or incentive programs, foster partnerships, or coordinate with adjacent jurisdictions.

New or expanded programs, rules, or regulations would be needed to address:

- Incentives to stimulate business revitalization, retention, and creation.
- Identification and tracking key economic and demographic metrics to help the city evaluate the effectiveness of local economic strategies and achievement of equitable outcomes.
- Development and tracking of citywide and departmental performance measures related to economic development.
- ~~•~~ Monitor and analyze commercial space availability and development trends to ~~capacity to~~ ensure that zoning and development regulations are appropriate for Kenmore. ~~do not create scarcity of commercial spaces in the city's commercial zones.~~
- Continue to assess business development needs to ensure economic growth, particularly local business development.

A review of existing programs, rules and regulations would be needed to ensure they meet the policies, including:

- Review of home occupation, home business standards.

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- Periodic review of development standards that relate to commercial or business development.
- Review of design, landscape, and signage standards.

Continuing coordination efforts would be needed with adjacent jurisdictions or agencies, including:

- Cooperative efforts with other agencies, such as Washington State Office of Minority and Women's Business Enterprises (OMWBE), Washington State Department of Commerce, and Association of Women and Minority Businesses (AWMB), to support economic development activities ~~for the disadvantaged~~ for small, local, women- and minority-owned businesses in Kenmore.
- Coordination and partnership with economic development and business groups, such as the Economic Development Council of Seattle/King County, the State Department of Commerce, various trade organizations, the ~~Greater~~ Bothell Kenmore Chamber of Commerce and the Kenmore Business Alliance to promote Kenmore as a commercial and recreational destination.
- ~~Policy ED-12.2 Continuing to promote and expand the "Shop More, Play More, Find Kenmore" branding~~ business-supporting slogans and branding materials that effectively support and value the business community in Kenmore. This may also include development of a small and local business directory, a "how to do business in Kenmore" guide, and a handbook on licensing and permitting.
- ~~Policy ED-12.3 Coordinate with the Bothell Kenmore Chamber of Commerce, Kenmore Business Alliance, and other organizations to promote Kenmore as a recreational destination for the boating community and to continue to provide for and improve access to Lake Washington and Sammamish River.~~
- ~~Policy ED-12.4 Continue to expand and develop branded marketing materials, including small and local business resource directory, a "how to do business in Kenmore" guide, and a handbook on licensing and permitting.~~
- Cooperation on a regional basis towards economic diversification and land capacity monitoring.

DRAFT

A periodic review of the five–year action plan in the Economic Development Strategy also is recommended to keep the strategy plan current. The City continues to pursue the following efforts to further the goals of the Economic Development Strategy:

- Supporting a community marketing campaign to promote Kenmore's image and support business development.
- Leveraging and partnering with the area's educational institutions. ~~such as Bastyr University.~~
- Supporting the development of a natural health-related cluster.
- ~~Creating a landmark gateway to Kenmore and~~ Improving wayfinding signage and streetscape and business area appearance.
- Providing leadership and facilitation in opening up the waterfront as a key amenity.
- ~~Funding space and promoting a local business incubator,~~ Creating opportunities for new start-up businesses.
- Providing free educational seminars for local businesses.
- Supporting the City's business registration program.
- Supporting activities of the Kenmore Business Alliance and Bothell Kenmore Chamber of Commerce.
- Supporting the development of office space or other opportunities for employment.
- Seeking grants or other funding opportunities that support business retention, creation, and growth.

DRAFT

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ECONOMIC DEVELOPMENT ELEMENT

SUMMARY OF PROPOSED AMENDMENTS

Economic development is one of the 14 statewide planning goals under the Growth Management Act (GMA). The GMA goal encourages jurisdictions, through comprehensive plans and development regulations, to promote economic opportunity for all residents, especially for unemployed and disadvantaged people, promote the retention and expansion of existing businesses and recruitment of new businesses, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities. GMA emphasizes coordination and consistency across comprehensive plan elements to support a strong local economy.

The Economic Element must establish local goals, policies, objectives, and provisions for economic growth and vitality and a high quality of life.

Amendments include:

Purpose

- Updated statement to be consistent with City economic development objectives

VISION 2050

- Revised section based on updates from PSRC VISION 2040 to VISION 2050
- New language noting Kenmore's newly identified PSRC regional geography as a High-Capacity Transit (HCT) Community

Countywide Planning Policies

- Revised section based on updates to King County Countywide Planning Policies

City of Kenmore Economic Development Strategy and Approach

- New section highlighting the City's Economic Development Strategy (2018)
- New section highlighting the City's Economic Development Approach

Existing Conditions

- Newly organized category with several new sections as recommended by PSRC:
    - Population and Socio-Economic Characteristics
    - Housing Economic Profile
    - Employment
    - Employment by Industry Sector
    - Employment Capacity
    - Jobs/Housing Ratio
    - Employment Growth Target
    - Taxable Retail Sales

Future Trends

- Revised section noting Kenmore as a High-Capacity Transit (HCT) community as identified by PSRC's regional geographies

Retail Demand

- Revised section to update information based on current conditions and trends

Office Demand

- Revised section to update information based on current conditions and trends

Strengths, Challenges, Opportunities and Threats (SCOT)

- New section, including a SCOT analysis of Kenmore's economic development

Goals, Objectives, and Policies

- Revised goals and policies emphasizing:
    - Diversity of employment opportunities
    - Promotion of local and small business
    - Balance of jobs and housing
    - Partnerships with economic development support agencies and organizations
    - Importance of City's Climate Action Plan strategies related to economic development
    - Importance of a culture of customer service
    - Excellent communication between City and local businesses
    - Alignment with City's DEIA Plan related to economic development

Implementation Strategies

- Coordination and partnerships with Washington State agencies, including Office of Minority and Women's Business Enterprises (OMWBE), Commerce, and Association of Women and Minority Businesses (AWMB)
- Seeking grants and other funding opportunities supporting business retention, creation, and growth

Other Items

- Several new tables and graphs added for readability

City of Kenmore, Washington

WAC 197-11-970 SEPA DETERMINATION OF NONSIGNIFICANCE (DNS)

FILE No.: SEPA23-0064

Project Name: Comprehensive Plan – Economic Development Element

Description of proposal: Amendments to the Economic Development Element of City of Kenmore Comprehensive Plan as part of periodic update process. The SEPA Checklist includes an attachment of the proposed amendments (Exhibit A). The SEPA Checklist and all attachments and are available upon request at Kenmore City Hall and online at www.kenmorewa.gov.

Applicant:	City of Kenmore 18120 68th Avenue NE Kenmore, WA 98028
Applicant Contact:	Todd Hall, Principal Planner 425-398-8900 THall@kenmorewa.gov
Type of Action:	Non-project Action
Lead Agency:	City of Kenmore – Development Services Department
SEPA Official:	Samantha Loyuk, Development Services Director
DATE:	October 25, 2023

As Lead Agency, the City of Kenmore has determined that the above-referenced non-project action does not have a probable significant adverse impact on the environment. The lead agency has determined that the requirements for environmental analysis, protection, and mitigation measures have been adequately addressed in the development regulations and comprehensive plan adopted under chapter 36.70A RCW, provided by RCW 43.21C.240 and WAC 197-11-158. Our agency will not require any additional mitigation measures under SEPA. An environmental impact statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after reviewing a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This DNS is issued under WAC 197-11-340. The lead agency will not act on this proposal for 14 days from the issuance date.

October 25, 2023: _____

RESPONSIBLE SEPA OFFICIAL
Samantha Loyuk, Development Services Director
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028
425-398-8900 x6162
SLoyuk@kenmorewa.gov

COMMENTS AND APPEALS:
Comments must be submitted no later than **November 8, 2023** per WAC 197-11-340(2)(a) and KMC 19.35.100. Comments can be filed at Kenmore City Hall; 18120 68th Ave NE Kenmore, WA 98028 or emailed to the SEPA Official. Comments must be received by the deadline. A non-project DNS is not subject to administrative appeal per Section 19.35.160 of the City's adopted Environmental Procedures.

FRAMING THE FUTURE

KENMORE 2044

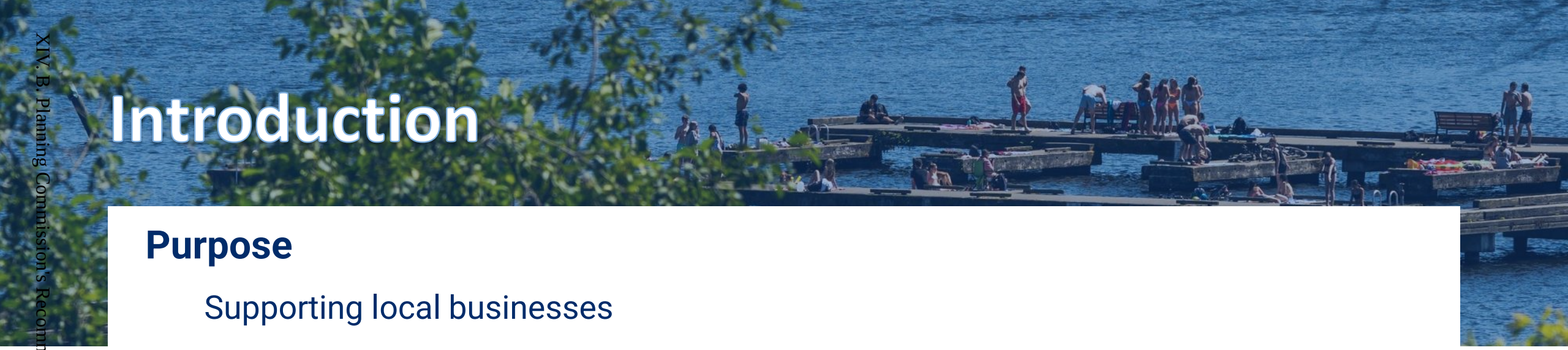
ECONOMIC DEVELOPMENT ELEMENT

March 18, 2024

Economic Development Element - Purpose

The Economic Development Element focuses on:

- Supporting local businesses
- Stimulating job growth
- Enhancing City's tax base
- Improving economic well-being of Kenmore



Introduction

Purpose

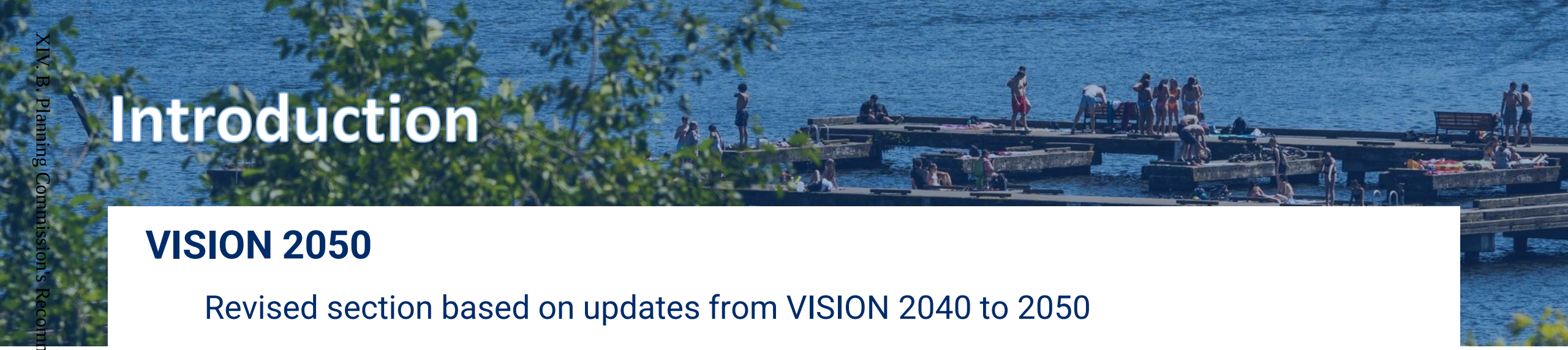
Supporting local businesses

Stimulating job growth

Improving economic well-being of Kenmore

Goals, Policies, and Objectives

Serve to leverage Kenmore's competitive advantage in north King County and the larger Puget Sound region with an overall objective of ensuring economic growth and vitality and a high quality of life.



Introduction

VISION 2050

- Revised section based on updates from VISION 2040 to 2050
- Seven policy objectives – targeted toward customizing local economic policies and strategies
- Kenmore is identified at a 'High-Capacity Transit' (HCT) community

Countywide Planning Policies (CPPs)

- King County's CPPs include many policy concepts related to economic development
- Kenmore's Economic Development Element must be consistent

Economic Development Strategy and Approach

Economic Development Strategy (2018)

Goals, strategies, and actions developed aimed at diversifying, growing, and sustaining Kenmore's economy

- Promote & Differentiate Kenmore's Image
- Grow New & Existing Businesses & Target Sectors
- Enable High-Quality Retail, Office, & Mixed-Use Development
- Leverage Placemaking & Livability for Economic Development
- Expand Connectivity, Access to the Waterfront & Multi-Modal Transportation
- Highlight Kenmore's Welcoming Business Climate

Economic Development Strategy and Approach

Be A Well-Run City

- Promote economic development
- Approachable and accessible
- Well-maintained/well-planned community

Seize Strategic Opportunities

- Be well-positioned and prepared for the future
- Making an impact

Focus on Key Partnerships

- Engage and support key institutions

Existing Conditions

Population and Socio-Economic Characteristics

Housing Economic Profile

Employment

Employment by Industry Sector

Employment Capacity

Jobs/Housing Ratio

Employment Growth Target

Taxable Retail Sales

SWOT Analysis

Strengths

- Location at top of Lake Washington
- Pleasant residential neighborhoods
- Excellent school district
- Bastyr University/Other nearby universities
- Strong local business presence

Challenges

- SR-522 Traffic (as a barrier to pedestrians and type of development)
- Competition with neighboring cities
- Lack of large-scale commercial/office space

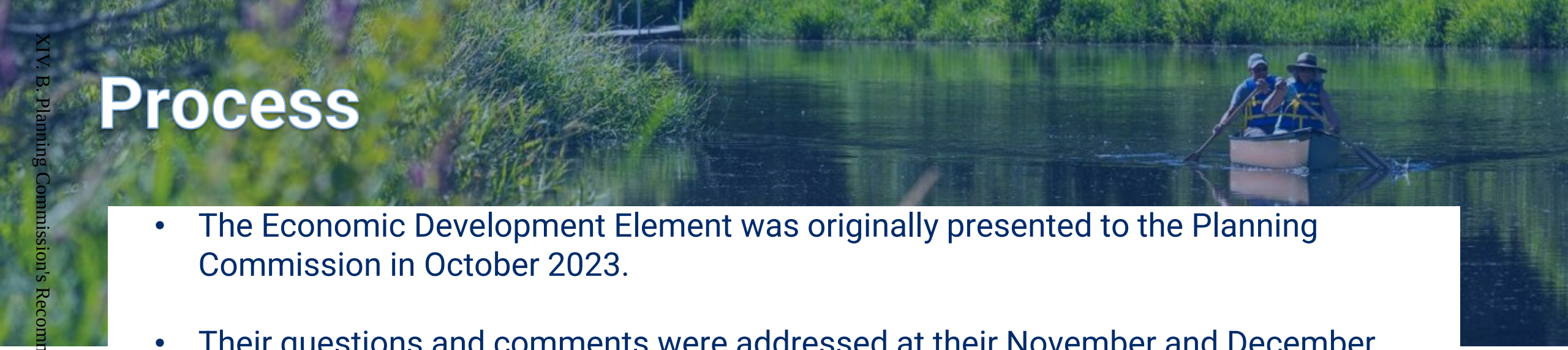
SWOT Analysis

Opportunities

- Excellent transportation connections
- Expanding downtown core
- Promotion of Kenmore as a unique lakeside city
- Lakepointe development

Threats

- Climate change
- Economic uncertainty
- Housing affordability
- Commercial affordability
- Transition to online marketplace



Process

- The Economic Development Element was originally presented to the Planning Commission in October 2023.
- Their questions and comments were addressed at their November and December meetings
- Staff presented at the November KBA meeting
- Planning Commission Public Hearing – January 16, 2024
- The elements reviewed by Department of Commerce, PSRC, and Ecology (SEPA). No comments were received.
- City Council adopt ordinance approving ED Element this fall with other elements

Planning Commission Recommendations

Kenmorewa.gov

Todd Hall

thall@kenmorewa.gov

FRAMING THE FUTURE

KENMORE 2044

KENMORE BY THE LAKE