



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, SEPTEMBER 9, 2024 - 6:00 PM

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

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/89514355920>

ZOOM PASSWORD: 090924

Or One tap Mobile: US: +12532050468,,89514355920# US

Or Telephone Dial US: +1 253 205 0468

Webinar ID: 895 1435 5920

ZOOM PASSWORD: 090924

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

- 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 and pending litigation. The executive session is slated to last approximately 60 minutes until 7:00 PM.

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. ADJOURN SPECIAL MEETING

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

VI. ROLL CALL

VII. LAND ACKNOWLEDGEMENT

VIII. FLAG SALUTE

IX. AGENDA APPROVAL

X. PROCLAMATIONS

- A. National Recovery Month, to be accepted by Cathy Assata, Substance Use Treatment Director at Center for Human Services
[National Recovery Month - September 2024](#)
- B. Suicide Prevention Awareness Month, to be accepted by Marc Oommen, Executive Director of National Alliance on Mental Illness (NAMI) Eastside
[Suicide Prevention Awareness Month - September 2024](#)
- C. Hispanic and Latino Heritage Month, to be accepted by Marisol Bejarano, Director of Health and Wellness Programs of Latino Educational Training Institute (LETI)
[Hispanic and Latino Heritage Month - September 15 - October 15, 2024](#)
- D. Falls Prevention Awareness Week, to be accepted by Mary Pat O'Leary, Co-Lead of King County Fall Prevention Coalition
[Falls Prevention Awareness Week - September 23-27, 2024](#)

XI. WHERE'S THE FUN?

XII. 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.

XIII. CONSENT AGENDA

- A. Approve the City Council Special Meeting Minutes from Friday, August

16, 2024.

[City Council Special Meeting Minutes from August 16, 2024](#)

- B. Adopt Resolution No. 24-415, updating the purchasing and contracting policies and procedures.
[Agenda Bill - Purchasing and Contracting Policies and Procedures](#)
[Attachment A - Proposed Resolution No. 24-415](#)
[Attachment B - Summary of Purchasing Policy Changes](#)
- C. Authorize the City Manager to execute Amendment No. 5 to Contract No. 21-C2667 with PACE Engineers, Inc. to increase the contract amount, substantially and materially in the form attached.
[Agenda Bill - Amendment No. 5 to Contract No. 21-C2667 with PACE Engineers](#)
[Attachment 1 - Amendment No. 5 to Contract No. 21-C2667](#)
- D. Authorize the City Manager to execute Amendment No. 1 to Contract No. 23-C2995 with Kimley-Horn for completion of a land capacity analysis that supports assistance with Comprehensive Plan and Code Amendments, in an amount not to exceed \$26,250 that increases the total contract to \$111,250.
[Agenda Bill - Amendment No. 1 to Contract No. 23-C2995 with Kimley-Horn](#)
[Attachment 1 - Amendment No. 1 to Contract No. 23-C2995](#)
[Attachment 2 - Contract No. 23-C2995](#)
- E. Authorize the City Manager to execute Contract No. 24-C3074 with Elyon Maintenance for Mitigation for mitigation site vegetation management and maintenance, in an amount not to exceed \$560,000.
[Agenda Bill - Contract No. 24-C3074 \(added 9/4\)](#)
[Attachment 1 - Contract No. 24-C3074 \(added 9/4\)](#)
- F. Authorize the City Manager to execute Contract No. 24-C3076 for landscape maintenance to maintain right of way improvements installed as part of Walkways and Waterways on Juanita Drive NE and 68th Ave NE as well as the West Sammamish River Bridge Replacement project, in an amount not to exceed \$420,000 through December 2026.
[Agenda Bill - Contract No. 24-C3076 \(added 9/5\)](#)
[Attachment 1 - Draft Contract No. 24-C3076 for Landscape Maintenance Services \(added 9/5\)](#)
[Attachment 2 - RFP No. 24-C3076 \(added 9/5\)](#)
- G. Authorize the City Manager to execute Contract No. 24-C3081, Consultant Services with Gordon Thomas Honeywell, through December 31, 2026.
[Agenda Bill - Contract No. 24-C3081](#)
[Attachment 1 - Contract No. 24-C3081](#)
- H. Authorize the City Manager to execute a contract with Jacobs for an amount up to \$1,300,000 (which includes a 10% contingency) for design, permitting, and right-of-way services for the Lower Swamp

Creek Bridge Replacement Project.

[Agenda Bill - Contract with Jacobs for Lower Swamp Creek Bridge Replacement Project](#)

XIV. PRESENTATION

- A. eCityGov Alliance and My Building Permit (MBP) Back-End Permitting System, presented by Tyler Running Deer, eCityGov Executive Director
[Presentation \(added 9/9\)](#)

XV. BUSINESS AGENDA

- A. Comprehensive Plan Amendments Planning Commission Recommendations, presented by Community Development Director Debbie Bent, Principal Planner Todd Hall, and Planning Commissioners, *for discussion*
- Downtown Element
 - Community Design Element
 - Surface Water Element
 - Table CF-B Surface Water Facilities Capital Improvements (Capital Facilities Element)
 - Natural Environment Element
 - Amendments to Chapter 18.20 KMC - Technical Terms and Land Use Definitions
 - Amendments to Chapter 18.55 KMC - Critical Areas
- [Agenda Bill - Downtown Element and Community Design Element](#)
[Exhibit A - Draft Downtown Element](#)
[Exhibit B - Draft Community Design Element](#)
[Exhibit C - Summary of Proposed Comprehensive Plan Amendments](#)
[Agenda Bill - Surface Water Element, Capital Facilities Element, Natural Environment Element, and KMC Amendments \(added 9/4\)](#)
[Exhibit A - Draft Surface Water Element \(9/4\)](#)
[Exhibit B - Draft Table CF-B Capital Facilities Element \(added 9/4\)](#)
[Exhibit C - Draft Natural Environmental Element \(added 9/4\)](#)
[Exhibit D - Draft Amendments to Chapter 18.20 KMC - Technical Terms and Land Use Definitions \(added 9/4\)](#)
[Exhibit E- Draft Amendments to Chapter 18.55 KMC - Critical Areas \(added 9/4\)](#)
[Exhibit F- Summary of Proposed Comprehensive Plan Amendments \(added 9/4\)](#)
- B. Amendments to the Exceptional Tree Ordinance, Section 18.57.063 of the Kenmore Municipal Code (KMC), presented by Development Services Director Samantha Loyuk, Assistant to the City Manager Garrett Oppenheim, and Principal Planner Todd Hall, *for discussion and direction*
[Agenda Bill - Amendments to Exceptional Tree Ordinance](#)

[Attachment 1 - Ordinance No. 23-0593 \(adopted\)](#)

[Attachment 2 - Draft Proposed Ordinance brought forward in July](#)

[Attachment 3 - Presentation](#)

- C. 1st Quarter 2024 Financial Report, presented by Finance & Administration Director Melinda Merrell, *to receive and file*
[Agenda Bill - 1st Quarter 2024 Financial Report](#)
[Attachment 1 - 1st Quarter 2024 Financial Report](#)
[Presentation - General and Other Revenue Funds, Year to Date as of 6/30/2024 \(added 9/9\)](#)
- D. 2nd Quarter 2024 Financial Report, presented by Finance & Administration Director Melinda Merrell, *to receive and file*
[Agenda Bill - 2nd Quarter 2024 Financial Report](#)
[Attachment 1 - 2nd Quarter 2024 Financial Report](#)
[Presentation - General and Other Revenue Funds, Year to Date as of 6/30/2024 \(added 9/9\)](#)

XVI. STAFF REPORTS

XVII. COUNCILMEMBER REPORTS & COMMENTS

- A. Initiative No. 2066, concerning access to natural gas for Washington homes and businesses

XVIII. ADJOURNMENT

UPCOMING MEETINGS

- A. Wednesday, September 11, 2024 at 6:00 PM - City Council Special Meeting
Monday, September 16, 2024 at 7:00 PM - City Council Regular Meeting
Monday, September 23, 2024 at 7:00 PM - City Council Regular Meeting
Monday, September 30, 2024 at 7:00 PM - City Council Special 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, Washington Proclamation

WHEREAS, behavioral health, including mental health and substance use disorder, affect all communities nationwide, but with commitment and support, those impacted can embark on a journey of improved health and overall wellness; and

WHEREAS, National Recovery Month is an opportunity to celebrate people that make the journey of recovery possible and spread the message that people can and do recover; and

WHEREAS, through National Recovery Month, people become more aware and can recognize the signs of behavioral health issues and people in need of recovery services are encouraged to seek help; and

WHEREAS, we encourage the community to recognize the signs of a problem to guide those in need to appropriate treatment recovery support systems; and

WHEREAS, the 988 system allows for an alternative means for supporting someone who needs behavioral health support in times of crisis rather than calling 911; and

WHEREAS, it is critical that we support those in recovery and the service providers who help them, promoting a culture of empathy, support, and empowerment; and

WHEREAS, the City of Kenmore continues to support organizations such as the Center for Human Services, who takes pride in preventative and responsive programs for behavioral health treatment; and

WHEREAS, the observance of National Recovery Month continues to work to improve the lives affected behavioral health issues by raising awareness and educating communities about services that are available.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September 2024** as **National Recovery Month** throughout the City of Kenmore.

IN WITNESS WHEREOF, signed this 9th day of September 2024.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Anastasiya Warhol, City Clerk

City of Kenmore, Washington Proclamation

WHEREAS, suicide is a major public health crisis that impacts individuals, families, and communities nationwide, with more than 48,000 American deaths each year; and

WHEREAS, each death directly impacts numerous family members, friends, colleagues, and community members, and the ripple effect of these deaths is immeasurable; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS, the City of Kenmore joins mental health advocates, prevention organizations, survivors, allies, and communities united to promote suicide prevention awareness; and

WHEREAS, it is essential to promote suicide prevention awareness and to support initiatives aimed at reducing the stigma surrounding mental health issues; and

WHEREAS, the City is part of the Regional Crisis Response Agency (RCR), who provide consolidated and standardized regional mobile crisis response services for the five-city collaborative region, and the City continues to make additional efforts such as promoting the 988 suicide and crisis lifeline; and

WHEREAS, the City of Kenmore affirms and supports local organizations like our partner, National Alliance of Mental Health (NAMI) Eastside, who are on the frontlines of providing advocacy, education, and public awareness, so that all people impacted by mental illness and mental health conditions can build better lives; and

WHEREAS, we encourage all residents to take time to inquire as to the wellbeing of their families, friends, and neighbors to genuinely convey their appreciation for their existence by any gesture deemed appropriate.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim September 2024 to be **Suicide Prevention Awareness Month** throughout the City of Kenmore.

IN WITNESS WHEREOF, signed this 9th day of September 2024.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Anastasiya Warhol, City Clerk

City of Kenmore, Washington Proclamation

WHEREAS, each year, Hispanic and Latino Heritage Month is observed from September 15 to October 15, by celebrating the rich histories, cultures, and contributions of Hispanic and Latino Americans; and

WHEREAS, the term Hispanic or Latino refers to a person's culture of origin, those who identify having Mexican, Mexican American, Chicano, Puerto Rican, Cuban, or other Hispanic, Latino, or Spanish origin; and

WHEREAS, Hispanic and Latino Americans make our Nation more vibrant through a diversity of cultures, languages, and religions. There is no single story of the Latin or Hispanic experience, but rather a diversity of contributions that enrich America's culture and society; and

WHEREAS, generations of Latino Americans have served in the American Armed Forces to defend liberty and advance democracy around the world; and

WHEREAS, Hispanic and Latino Americans continue to enrich our region's economy, culture, education, politics, arts, history, literature, science, and technological developments, despite institutional and systemic injustices that prevent and limit these achievements and contributions; and

WHEREAS, the Kenmore City Council reaffirms its commitment to Diversity, Equity, Inclusion, and Accessibility; and

WHEREAS, the City recognizes the invaluable force of the Hispanic and Latino American community as an invaluable force in shaping this community and making our City stronger and our City more enriching. We honor the enduring spirit, resilience, and achievements of Hispanic and Latino Americans, acknowledging their profound impact on our community, the society, and our future.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September 15 – October 15, 2024**, to be **Hispanic and Latino Heritage Month** throughout the City of Kenmore.

IN WITNESS WHEREOF, signed this 9th day of September 2024.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Anastasiya Warhol, City Clerk

City of Kenmore, Washington Proclamation

WHEREAS, every person, regardless of their stage in life, deserves wellness and stability; and

WHEREAS, falls are the leading cause of injury, death, and the most common cause of nonfatal injuries and hospital admissions for trauma among those 65 years old or older; and

WHEREAS, the City of Kenmore strives to continue increased public awareness and educate older adults, caregivers, and healthcare providers about risk factors of falls and how to prevent falls; and

WHEREAS, many falls can be prevented through evidence-based interventions, physical activity, home modifications, regular health check-ups including vision and hearing, and talking to your family and asking for support; and

WHEREAS, Falls Prevention Awareness Week provides an opportunity for individuals, families, and organizations to learn about fall prevention strategies and to take steps to create safer environments; and

WHEREAS, the City joins organizations and partners to raise awareness of preventing falls, reducing the risk of falls, and helping older adults live without fear of falling.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim the week of September 23-27, 2024, to be **Falls Prevention Awareness Week** throughout the City of Kenmore. We want to encourage the community to play a role in falls prevention and empower older adults in taking action to reduce the risk of falling.

IN WITNESS WHEREOF, signed this 9th day of September 2024.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
Friday, August 16, 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 – Excused
Councilmember Joe Marshall – Excused
Councilmember Debra Srebnik – Excused
Councilmember Valerie Sasson – Virtual
Councilmember Jon Culver
Councilmember Nathan Loutsis – Virtual

Staff: City Manager Rob Karlinsey
Deputy City Clerk Michelle Kang
Administrative/Financial Services Manager Carla Schnee

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 12:00 Noon.

CONSENT AGENDA

- A. Approve the City Council Regular Meeting Minutes from Monday, July 15, 2024.
[City Council Regular Meeting Minutes from July 15, 2024](#)
- B. Approve the City Council Regular Meeting Minutes from Monday, July 22, 2024.
[City Council Regular Meeting Minutes from July 22, 2024](#)
- C. Approve Total Check #s 54666 through 54741 totaling \$327,328.52, Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 7/12/2024 in the amount totaling \$338,946.32, printed Paycheck #10261 totaling \$1,572.43, and total EFT Payment #s 1651 through 1653 totaling \$19,883.58.
[Voucher Certification and Approval 7/6/2024 through 7/19/2024](#)
- D. Approve Total Check #s 54742 through 54827 totaling \$420,637.40, Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic

Deposits Dated 7/26/2024 in the amount totaling \$426,622.68, and EFT Payment #s 1654 through 1673 totaling \$48,583.35.

[Voucher Certification and Approval 7/20/2024 through 8/02/2024](#)

MOTION: Councilmember Culver moved to approve the consent agenda outlined above. Councilmember Loutsis seconded the motion.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 12:01 PM

Nigel Herbig, Mayor

Michelle Kang, Deputy City Clerk



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Kenmore Purchasing and Contracting Policies and Procedures Discussion Proposed Council Action/Motion: Approve Resolution 24-415 and adopt the updated purchasing and contracting policies procedures.	For Council Meeting Agenda of: Sept. 9, 2024 Departments: Public Works Engineering Prepared by: John Vicente, Engineering Director <u>Initial & Date</u> Approved by Department Head: <u>JV 8/8/2024</u> Approved by City Attorney: <u>DR 6/24/2024</u> Approved by Finance Director: <u>MM 8/29/24</u> Approved by City Manager: <u>RK 8/13/2024</u> Exhibits/Attachments: Attachment A: Resolution 24-415 Attachment B: Summary of Changes Made
<u>RECOMMENDATION:</u> Staff recommends that the City Council approve resolution 24-415 and adopt the updated purchasing and contracting policies and procedures.	
<u>INFORMATION/BACKGROUND:</u> The Purchasing and Contract Policies and Procedures (Purchasing Policies) focuses on how goods, services, and construction may be secured for the City. The Purchasing Policies were first established in 2001 and have since been updated/revised several times over the last several years. The last update was completed in 2017. The Purchasing Policies generally contain the following: • Thresholds for securing goods/services/contractors • Mechanism to secure those goods/services/contracting • Purchasing thresholds approved for the City Manager to directly secure goods/services/contractors • Define types of purchasing within the City • Establish other guidelines and definitions related to purchasing and contracting On July 22, 2024, staff presented the Council with proposed changes to the Purchasing Policies. Some of the general changes made with the purchasing policies are global in nature and meant to improve consistency and organization of the document. In general, those changes consisted of grammatical corrections/edits, new/revised definitions, and consolidation of services. XIII. B. Adopt Resolution No. 24-415, updating the purchasing and contra...	

Additional changes were made to meet with current state and federal law, to close gaps in the policies and procedures, to remove out-of-date information, and to increase purchasing authority of the City Manager to keep pace with the increases in the last 10 years in material, consulting, and construction costs. Attachment B contains a summary of these changes made to each Chapter of the Purchasing Policies.

FISCAL CONSIDERATIONS:

None. Staff and legal review time were spent to work on this update

CITY COUNCIL PRIORITY/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goal 4: Develop and Implement a Diversity, Equity, and Inclusion Policy and Program

The Purchasing Policy supports all aspects of government work including all of the Council priorities

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 24-415**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, ADOPTING UPDATED PURCHASING AND
CONTRACTING POLICIES AND PROCEDURES; REPEALING
RESOLUTION NOS. 01-047 AND 17-303; AND DESIGNATING
MUNICIPAL RESEARCH AND SERVICES CENTER AS KENMORE'S
SMALL WORKS AND CONSULTANT ROSTER.**

WHEREAS, the City of Kenmore (City) adopted purchasing and contracting policies by Resolution 01-047 to ensure efficient and cost effective procurement of goods and services; and

WHEREAS, the City amended said policies by Resolution 06-114; and

WHEREAS, the City again amended said policies by Resolution 11-190, which also repealed Resolution Nos. 01-147 and 06-114; and

WHEREAS, the City again amended said policies by Resolution 17-303, which also repealed Resolution Nos. 11-190, 15-255, and 17-302; and

WHEREAS, the Legislature adopted Second Substitute Senate Bill 5268 and authorized Municipal Research and Services Center (MRSC) to develop a statewide small works roster; and

WHEREAS, the City Council desires to designate and utilize MRSC as the City's official small works and consultant rosters;

WHEREAS, the City desires to keep its purchasing policies current with changes in state law;

WHEREAS, approval authority levels need to be adjusted to keep pace with inflation;

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

Section 1. Purchasing and Contracting Policies and Procedures. The City Council hereby adopts the City of Kenmore Purchasing and Contracting Policy and Procedures attached hereto as Exhibit "A" and incorporated herein by reference

Section 2. Repealer. Resolution Nos. 01-047 (correcting Resolution 11-190) and 17-303 are hereby repealed.

Section 3. Official Roster. The City Council hereby adopts, designates and authorizes the Municipal Research and Service Center to be the City of Kenmore's official small works and consultant rosters.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS ____ DAY OF _____, 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney

CITY OF KENMORE

PURCHASING and CONTRACTING POLICIES and PROCEDURES

Adopted September 9, 2024

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I. MISSION, GOALS, POLICY STATEMENT, AND GENERAL GUIDELINES

1. **Mission:** To establish sound purchasing, *procurement*, personal services/vendor and *public works* contracting practices that give the City flexibility allowed under the law while retaining accountability to taxpayers for the responsible expenditure of funds.
2. **Goals:** The City is focused on achieving the following purchasing, *procurement*, personal services/vendor and *public works* contracting goals:
 - Purchase or *procurement* of materials, equipment, supplies, and services in a timely and cost-effective manner, while meeting all legal obligations.
 - Use of *Requests for Proposals* (RFP), invitations to bid (ITB), Requests for Qualifications (RFQ) when appropriate to achieve competitive pricing from responsive and responsible vendors and contractors.
 - Utilization of public rosters for small works, limited public works, consulting services, and vendor lists (for purchases not related to *public works*) when appropriate.
 - Fair and transparent contract negotiation, review, and evaluation.
 - The City shall encourage the participation of minority businesses, women's business enterprises, and *labor surplus area* firms
3. **Policy Statement:** It is the policy of the City to use consistent procedures for all Departments to purchase or procure goods and services for City operations and construct *public works*. This consistency should facilitate the most efficient and cost-effective manner of purchasing, procuring, and constructing in compliance with applicable laws and regulations, and in accordance with *best practices*. All purchases and *procurement* of materials, equipment, supplies, and services, and all construction of *public works*, are to be made within budgetary limitations and for the purpose of meeting the goals and objectives approved in the City's budget. Purchases, *procurements*, and construction which cause a fund to exceed the budgeted authority shall be pre-authorized by the City Council and formally approved through a budget amendment process. All payments for purchases, *procurements* and *public works* construction made by the City shall be subject to approval by the City Council through the voucher approval process.
4. **City Manager Authority:** The City Manager has the authority to modify this policy (Administrative Changes) as necessary for the effective and efficient conduct of City business and to update these policies to be consistent with local, state, and federal law, except in matters of increased purchasing limit authority for the City Manager which must be approved by the City Council. All Administrative Changes to this policy will be distributed to all city employees and filed with the City Clerk.

5. **Local Businesses:** For purchases and *procurements*, the City encourages participation by vendors with business locations within the City and will try to include appropriate City vendor(s) when seeking price quotations for the purchase or *procurement* of goods and services.
6. **Compliance by City Employees:** All employees must follow these Purchasing Policies for purchase and *procurement* of materials, equipment, supplies, and services and construction of *public works*.
7. **Basis:** These Purchasing Policies are based on the Revised Code of Washington (RCW); adopted resolutions and ordinances of the City Council, which may be more restrictive than the RCW; and guidelines from the State Auditor's Office and the Municipal Research and Services Center.
8. **Grant Funds:** If grant funds are involved in the proposed purchase, *procurement* or construction, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than or different from these Purchasing Policies. If federal funds are involved, additional requirements outlined in 2 CFR 200.318 through 2 CFR 200.326 must be complied with, as outlined in these Purchasing Policies under Section V. Federal Procurement Standards/Guidelines.
9. **Solicitations:** Local Agencies must comply with State law and their Title VI Agreement for all advertisements. Specific Title VI language must be included in the advertisement when soliciting for consultant services and construction contractors. See the Washington State Local Agency Guidelines (LAG) manual for Title VI language that must be included in the advertisement. Also see the LAG manual for additional requirements for solicitations involving federal funds.
10. **Right of Way Acquisition Procedures:** City Council adopted Right-of-Way Acquisition Procedures under Resolution No. 23-404, see Appendix B.
11. **Washington State Sales Tax:** Washington State sales tax (WSST) shall be included when defining purchase price, except in the case of *public works* projects, including but not limited to projects located within the right-of-way. According to RCW Chapters 35.22.620 and 35.23.352, the cost of a these types of *public works* projects should include the costs of materials, equipment, supplies, and labor. For the purposes of bid authority and process, WSST need not be included in cost estimates.
12. **Capitalized/Italicized Terms:** Capitalized/italicized terms in these Purchasing Policies are defined in Section IX.
13. **Delegation of Authority (Designee):** Delegation of authority, where allowed, shall be in writing identifying the person giving the delegation, the person/title authority is being granted to, the level of authority being granted, and an

expiration date if applicable. Approved delegation of authority is submitted to the Finance Department, City Clerk, and the designee. Any individual granted “acting” status shall have the same authority as the individual granting the “acting” status.

14. **Official Publication:** The City’s official publication sites, for the purpose of competitive bid announcements, *requests for qualifications*, and *requests for proposals*, are the Seattle Times and the Daily Journal of Commerce.
15. **Small Works Roster:** The City utilizes the Municipal Research and Services Center (MRSC), as its direct negotiation and Small Works roster provider pursuant to RCW 39.04.151(1). The City has established these policies and utilized MRSC to implement the necessary procedures for direct negotiation and Small Works contracting authorized under RCW 35.23.352, RCW 39.04.151, and RCW 39.04.152. MRSC performs all requirements to maintain a small works roster as outlined in RCW 39.04.200.
16. **Consultant Roster:** The City may use the Municipal Research Service Center’s (MRSC) roster as its official consultant roster.
17. **Vendor List:** The City may use the MRSC Roster as its vendor list.
18. **Unresponsive Solicitations:** If no responses are received after a formal advertisement or after all qualified vendors/contractors/consultants have been solicited on a roster, the City may readvertise, direct select any firm (regardless of the roster), or the City may perform the work at the Department Manager’s choice.
19. **Interagency Contracting:** All contracts with other government agencies may be executed by the City Manager once approved by the City Council.
20. **Artistic Services:** Where the City desires artistic services to be provided by an artist, the approval authority shall be as set forth in “Section VI. Contracts for Consultant, Vendor, and Artist Services”.

II. REGULATIONS AND REFERENCE

A. Code City

The City is a code city under Chapter 35A RCW, with a population exceeding 20,000. As a code city, Kenmore is governed by the following:

(Note: These Purchasing Policies were updated on the revision date noted on the cover. When utilizing these policies and procedures, check amendments to the RCW since that date.)

RCW 35A.40.200 General law relating to public works and contracts: “Every code city shall have the authority to make public improvements and to perform public works under authority provided by general law for any class of city and to make contracts in accordance with procedure and subject to the conditions provided therefor, including but not limited to the provisions of: (1) Chapter [39.04](#) RCW, relating to public works; (2) Chapter RCW [35.23.352](#) relating to construction of public works or improvements, including materials, supplies and equipment; (3) Chapter RCW [9.18.120](#) and [9.18.150](#) relating to suppression of competitive bidding; (4) Chapter [60.28](#) RCW relating to liens for materials and labor performed; (5) Chapter [39.08](#) RCW relating to contractor's bonds; (6) Chapters [39.12](#) and [43.03](#) RCW relating to prevailing wages; (7) Chapter [49.12](#) RCW relating to hours of labor; (8) Chapter [51.12](#) RCW relating to workers' compensation; (9) Chapter [49.60](#) RCW relating to antidiscrimination in employment; (10) Chapter [39.24](#) RCW relating to the use of Washington commodities; and (11) Chapter [39.28](#) RCW relating to *emergency* public works”.

B. Code References

RCW 35A.40.210 Public work or improvement -- Procedures – Purchases

Because the City is a “code city,” procedures for public works or improvements are governed by RCW [35.23.352](#).

Because the City is a “code city” with a population of 20,000 or more, procedures for purchases are governed by RCW [35.22.620](#).

RCW 35.22.620 Public works or improvements – Limitations on work by public employees – Small works roster – Purchase of reused or recycled materials or products.

RCW 35.23.352 Public works -Contracts - Bids - Small works roster - Purchasing requirements, recycled or reused materials or products

RCW 35A.40.200 General law relating to public works and contracts (for code cities)

RCW 39.04 Public Works Complete Chapter headings

RCW 39.04.152 Uniform small works roster provisions – invitations for bids – Retainage, performance bonds, Bid quotations-List of small works contracts awarded

RCW 39.04.280 Competitive bidding requirements-Exemptions

RCW 39.04.350 Bidder responsibility criteria – Sworn statement – Supplemental criteria

RCW 39.34.030 Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies – joint utilization

of architectural or engineering services – Financing of joint projects

WAC 296-127-010 (7)(a)(i-vi and (7)(b)(i-iii) – Definition of public works

III. PURCHASES OF SUPPLIES, MATERIALS, SOFTWARE, AND EQUIPMENT NOT RELATED TO PUBLIC WORKS

A. Approval Authority and Procedure (for Supplies, Materials, Software, and Equipment Not Related to Public Works):**

Dollar Limit	Approval Required	Procedure
Up to \$50	Petty cash custodian	Petty cash system receipt or invoice
>\$50 to \$5,000	<i>Budget authority</i> AND Dept. Director/City Manager or Designee	Invoice
>\$5,000 to \$50,000	<i>Budget authority</i> AND Department Director/City Manager or Designee	Direct purchase or quotes (verbal* or written) purchase order or contract
>\$50,000 to \$150,000	<i>Budget authority</i> AND City Manager or Designee	Solicit 3 quotes (verbal* or written) contract
>150,000 to \$250,000	City Council	Obtain 3 written quotes and contract
Over \$250,000	City Council	<i>Competitive Bid Process</i> or competitive negotiation** and contract

***Verbal quotes must be documented in writing**

****Purchases of electronic data processing or telecommunication equipment, software, or services would follow the process the City uses for any other equipment, services, or work, or by using the competitive negotiation process set forth in RCW 39.04.270.**

B. Process:

NOTE: Purchases may not be broken into multiple projects or purchases to avoid compliance with state statutes and these Purchasing Policies.

1. Generally

The City is not required to purchase materials, equipment, and supplies by competitive bidding, and has flexibility in determining how to solicit competition in purchasing materials, equipment, and supplies (See RCW 35A.40.210 and 35.22.620). The City may, but is not required to, use the vendor list process of RCW 39.04.190 to award contracts for the purchases of materials, equipment, and supplies. If the City uses the vendor list process, it must establish vendor lists either by publishing at least twice per year, in a newspaper of general circulation in the City, a notice of the existence of vendor lists and solicit the names of vendors for the lists, or use vendor lists of another agency or nonprofit corporation, such as MRSC. If the City uses a vendor list, the City must secure telephone or written quotations, or both, from at least 3 vendors whenever possible to assure that a competitive price is established and for awarding purchase contracts to the lowest *responsible bidder* as defined in Chapter 39.26 RCW. A bidder is an individual or entity who submits a quotation. RCW 39.26.010. The term "lowest responsible" is not defined in Chapter 39.26 RCW. Except for the competitive bid or competitive negotiation process, the awarded contract does not need to be advertised.

2. Purchases up to \$5,000

Purchases may be made up to \$5,000 by Department Directors or their designees, within budgetary authority and with a supporting invoice; a purchase order is not required.

3. Purchases over \$5,000 and up to \$50,000

Purchases may be made for over \$5,000 up to \$50,000 by using direct purchase or quotes, using a purchase order or contract to designate what budget amount is being encumbered. *Best practice purchasing* applies, meaning that competitive relationships with vendors / suppliers / contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and good service.

4. Purchases over \$50,000 up to and including \$150,000:

Three or more documented (verbal or written) solicitations are required. A purchase order or contract approved by the City Manager or designee is required.

5. Purchases over \$150,000 up to and including \$250,000:

Three or more documented written quotations are required. The City Manager may execute the contract after City Council has awarded the contract and approved the purchase.

6. Purchases over \$250,000:

The *competitive sealed bid* process or competitive negotiation process is required resulting in a contract. The City Manager, Department Director, or designee shall determine the competitive bidding procedure for any particular purchase. The City Manager may execute the contract after the City Council has awarded the bid and approved the purchase. Alternatively, the City may follow the procedures set forth in RCW 39.07.270 for the competitive negotiation process.

7. Purchase Orders:

A purchase order is requested from the Finance Department either through the financial software or a direct request to Finance Department staff. All purchase order requests shall include total dollar amount of purchase and shall include a description of what is being purchased along with order date and expected delivery. Additional information on the purchase may be provided within the purchase order or attached to the purchase order once received. Purchase orders are signed by the individual with the appropriate authority. Once signed, purchase orders shall be forwarded to the Finance Department and to the vendor, if requested.

8. Change Orders:

Change orders may be approved by the approving authority if the total cost of change orders approved plus the original purchase/contract amount is within that persons authorization limit.

C. Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW

1. The City may join in cooperative purchasing arrangements with other public agencies for materials, equipment, and supplies by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal agreements) to allow purchases using another agency's purchasing contract, with the goal of saving time and obtaining better prices and terms. The City Council must approve the intergovernmental cooperative purchasing agreement by resolution or ordinance before any such agreement may enter into force.
2. Per RCW 39.40.030, interlocal purchasing agreements must contain the following information:

- a. Contract duration
 - b. Each agencies name and legal nature of organization (municipality, district, state, etc.)
 - c. Purpose of agreement
 - d. The manner of financing
 - e. Methods to be employed in partial or complete termination of the agreement
 - f. Any necessary and proper matters
3. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.
4. When the City has entered into an intergovernmental cooperative purchasing agreement, the City may make purchases from the other agency's vendor contract if the vendor has agreed to such participation. A separate contract or purchase order between the City and the vendor is necessary, but no separate bid is required. When purchasing under the other agency's contract, the City is responsible for compliance with statutes (including bid limits) governing purchases by or on behalf of itself. Before making a purchase under such an agreement, the City must ensure that:
 - a. The other agency complied with its own statutory requirements for awarding the bid, *proposal*, or contract. The other agency either i) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or *proposal* solicitations, or ii) provided an access link on the state's web portal to the notice (RCW 39.34.030 (5) (b)); and
 - b. The *request for bids* allows for the contract to be used by more than one local government.

D. Leases of Equipment without Option to Purchase

Leases of equipment without an option to purchase are not subject to competitive bid limits and do not need to be competitively bid. Department Directors may negotiate lease agreements for equipment when an outright purchase is not the preferred alternative. All leases shall adhere to the approval authority schedule (dollar amounts equal **total** lease payments.)

E. Annual Renewals

Annual renewals for software, rentals, and any other purchase with an annual renewal option may be renewed at the City Manager/Department Director's discretion. Annual renewals may be assumed as a new "purchase" and the purchasing authority/process requirements apply as if the product were newly purchased unless otherwise approved by council.

F. Other Purchases

1. Federal Government – RCW 39.32.070-.090 authorizes cities to enter into contracts with the federal government or any agency thereof to purchase equipment, supplies, materials, or other property (real or personal), without regard to laws requiring advertising, giving of notices, inviting or receiving bids, or requiring the delivery of purchases before payment. The City Council may authorize by ordinance or resolution purchasing from or through the federal government for supplies, materials, electronic data processing and telecommunications equipment, software, services and/or equipment without calling for bids. The City Council may designate a City employee to enter a bid on behalf of the City at any sale of equipment, supplies, materials or other property owned by the federal government or any agency thereof, and to make any down payment, or payment in full, required in connection with the bid. No interlocal agreement is necessary.

2. Surplus Property from another government – The City may purchase or lease surplus real or personal property from the State or any local government, the federal government, or federally recognized Indian tribe, on such terms and conditions as may be mutually agreed upon by the two governments (RCW 39.33.010.) Except as otherwise provided for in law, the transfer must be at true and fair value (RCW 43.09.210).

IV. PUBLIC WORKS (RCW 35A.40.210, RCW 35.23.352)

A. Approval Authority:

Dollar Amount	Approval Required
\$0 to \$50,000	Department Director or Designee
\$0 to \$150,000	City Manager or Designee

Over \$150,000	City Council
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1. A project cannot be split into phases for the purpose of avoiding minimum dollar restrictions.

B. Bid Thresholds (RCW 35.23.352):

Amount*	Bid Process
≤\$75,500 (<i>single craft or trade</i>)	Direct Negotiation from <i>small works roster</i> ** (<i>competitive bid process</i> not required and optional) or City day labor
≤\$150,000 (<i>multi-craft or trade</i>)	Direct Negotiation from <i>small works roster</i> **(<i>competitive bid process</i> not required and optional) or City day labor
>\$75,500 to \$350,000 (<i>single craft</i>) >\$150,000 to \$350,000 (<i>multi-craft</i>)	Small Works roster process** or <i>formal bid process</i> ; contract
>\$350,000	<i>Formal bid process</i> :

* Estimate does not include sales tax

** See requirements for small works roster in Section D below

1. The term “Public Works” is defined in Section IX.
2. To determine if a *public works* project must be competitively bid based on bid limit dollar amounts, the total cost of each project or purchase must be estimated using the costs of materials, equipment, supplies, and labor. This estimate does not include Washington State sales tax (WSST).
3. The City may use employees to construct *public works* projects by contract or day labor without calling for bids whenever the estimated cost of the *public works*, including the cost of materials, equipment, supplies, and labor does not exceed \$75,500 for a *single craft* or trade or \$150,000 for multiple crafts or trades (RCW 35.23.352). If the *public works* project exceeds these amounts but is \$350,000 or less, the City may use the *small works roster process* of RCW 39.04.152. The City cannot divide the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project (RCW 35.23.352).
4. Pursuant to RCW 35.23.352(1), the City may have its own regularly employed personnel perform work which is an accepted industry practice under prudent utility management without a contract. For

purposes of this section, "prudent utility management" means performing work with regularly employed personnel utilizing material of a worth not exceeding \$300,000 in value without a contract. This limit on value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment. For purposes of this section, "equipment" includes, but is not limited to, conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications and may also include surface water utilities.

5. *Public Works* over \$350,000 must utilize the *formal bid process* per RCW 35A.40.210, 35.23.352. The *formal bid process* shall be consistent with RCW 35.23.352, including, but not limited to:
 - a. Proper notice;
 - b. Bid requirements and deadline for bid submittal (at least 13 days after the last date of publication); and
 - c. Bid proposal deposit in amount not less than 5% of bid amount;
6. A project cannot be split into phases for the purpose of avoiding minimum dollar restrictions.
7. RCW 47.24.050 and 35.77.020 govern construction or repairs of streets or bridges. These statutes authorize the City Council by resolution or ordinance to contract with King County for repair or construction of any or all the City's streets, sidewalks, traffic control devices, drainage systems or bridges. No bidding requirements apply to such projects.
8. For all public works contracts, bidders must be *Responsible Bidders*.
9. Note: RCW 39.34.280 authorizes the City to waive the *competitive bid process* for the reasons stated in Section VI.F.

C. Unit Priced Contracts (Repair and Maintenance):

Amount*	Process
≤\$75,500 (<i>single craft</i>) ≤\$150,000 (<i>multi craft</i>)	<i>Competitive bid process</i> per RCW 35.23.352(13)
>\$150,000 to \$350,000	<i>Small Works bid process</i> per RCW 35.23.352 (<i>formal bid process</i> is acceptable but not required); contract

* Estimate does not include sales tax** See requirements for small works roster in Section D below

1. The City shall follow RCW 35.23.352(13) (as noted in RCW 35A.40.210) for unit priced contracts (all referred to as “on-call” contracts).

2. Unit priced contracts are considered a “public work” as described above. They are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. Most typically, these types of contracts are used for repair, renovation, and maintenance of City facilities. When a specific scope of work is identified, individual work orders are authorized based on either a “not-to-exceed” time and materials basis or a negotiated lump sum amount, using unit prices bid by the contractor.

3. Invitations for unit priced bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the city will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Contracts must be awarded to the lowest responsible bidder as per RCW 39.04.010. Whenever possible, the city must invite at least one proposal from a certified minority or woman contractor pursuant to under RCW35.23.352.

4. During a contract there may be occasions when the original unit/lump sum bid items will not cover work to be accomplished. In such situations, new line items may be added by change orders or the work may be accomplished under a time and materials work order, provided the total unit priced contract amount in the above table is not exceeded.

5. Multi-year contracts and contract extensions for unit priced contracts will be limited to a maximum of 3 years with the option to extend for an additional 1-year.

D. Small Works Roster Solicitation (RCW 39.04.152):

Amount*	Bid Process
≤\$75,500 (single craft) <\$150,000 (multi craft)	Direct negotiations from the Small Works roster; contract (see Section D2 for conditions)
\$150,000 to \$350,000	<i>Small Works roster process; contract (formal bid process is acceptable but not required)</i>
>\$350,000	<i>Formal bid process, see Section B:</i>

* Estimate does not include sales tax

1. Small Works Roster Process–Generally

Department Directors or designees, and the City Manager or designee, may use the *small works roster* process of RCW 39.04.152 for *public works* projects with an estimated cost of \$350,000 or less. In using the *Small Work roster process* at RCW 39.04.152, the Department Directors or designees shall secure telephone, written, or electronic quotations from contractors on the appropriate *small works roster* to assure that competitive prices are established and to award contracts to the lowest *Responsible Bidders*. The invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. Detailed plans and specifications need not be included in the invitation. The Department Director or designee may at their discretion, invite/accept quotations from all contractors on any category on the *small works roster* that have indicated an interest in performing work in the applicable geographic area and have demonstrated that they can perform the work.

Whenever possible, the City shall invite at least one proposal from a certified minority or woman contractor pursuant to RCW 35.23.352(4).

2. Small Works Roster Process- Direct Contracting – Less than \$150,000 (RCW 39.04.152). RCW 39.04.152(4)(b) provides that local governments are encouraged and authorized to direct contract with *small businesses*, before contracting with other contractors on the appropriate small works roster without a competitive process pursuant to the following the procedures:

- i) If there are 6 or more contractors meeting the definition of *small business* on the applicable roster, the City must direct contract with one of those *small businesses* on the applicable roster that have indicated interest in performing work in the applicable geographical area.
- ii) If the City utilizes such direct contracting (per RCW 39.04.152(4)(b)(i)), then it must rotate through the contractors on the appropriate small works roster and must, when qualified contractors are available from the roster who may perform the work or deliver services within the budget described in the notice or request for proposals, and utilize different contractors on different projects. Businesses shall not be singled out for repeated contracting without showing documented

- attempts to contract with other businesses. This documentation shall be maintained in centralized file.
- iii) If there are 5 or less contractors meeting the definition of *small business* on the applicable roster, the City may direct contract with any contractor on the applicable roster.
- iv) *Small businesses*, minority, women, or veteran owned businesses must be notified on the applicable roster when direct contracting is utilized.
- v) A small, minority, women, and veteran-owned business utilization plan must be established.
- vi) If the City elects not to use the direct contracting process identified herein then it may not use direct contracting and must invite bids and electronically notify all contractors on the applicable roster that have indicated interest in performing work in the applicable geographical area.

3. **Small Works Roster Process--\$150,000 through \$350,000**

If the estimated cost of the work is from **\$150,000 to \$350,000**, the City will invite bids notifying all contractors on the applicable *small works roster* that have indicated interest in performing work in the applicable geographical area.

4. **Projects \$350,000 and over**

Public works projects estimated to cost over \$350,000 must use a *formal bid process*, as noted in Section B above, pursuant to RCW 35A.40.210 and 35.23.352.

E. Competitive Bidding Exceptions (Purchases and Public Works):

1. Competitive bidding requirements for purchases and *public works* may be waived as authorized in RCW 39.04.280 for:
 - a. Purchases that are clearly and legitimately limited to a single source of supply;
 - b. Purchases involving special facilities or market conditions;
 - c. Purchases in the event of an *Emergency* (see below);
 - d. Purchases of insurance or bonds; and
 - e. *Public works* in the event of an *Emergency*.
2. If a Department Director or designee desires to waive the competitive bidding requirements for a purchase, the Department Director or designee shall submit a request to the Finance Director or the City Manager, who, after consultation with the City Attorney, if determined to be necessary by the Finance Director or City Manager, will

determine whether the waiver should be utilized. Immediately after award of a contract, the contract and the factual basis for the waiver must be recorded and open to public inspection.

3. If an *Emergency* exists in the opinion of a Department Director or designee, the City Manager or designee may declare an *Emergency*, waive competitive bidding requirements for the public work due to the *Emergency*, and award all necessary contracts to address the *Emergency*. Thereafter, the Department Director or designee must enter a written finding of the factual basis for the *Emergency* and enter it of record no later than two weeks following award of the contract(s).
4. Auctions: Per RCW 39.30.045, the City may purchase any supplies, materials, or equipment at auctions conducted by the government of the United States or any agency thereof, any agency of the state of Washington, any municipality or other government agency, or any private party without being subject to public bidding requirements if the items to be purchased can be obtained at a competitive price. This authority also allows a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions as long as it is not a fixed-price marketplace.

F. Interlocal Agreements:

The City may join in cooperative arrangements with other public agencies by entering into written intergovernmental cooperative agreements (also known as interlocal agreements). Upon approval of an interlocal agreement by the City Council, interlocal agreements may be executed by the City Manager.

G. Change Orders

1. The City Council authorizes the City Manager and Department Directors to approve changes to work *Public Works* in the following amounts not to exceed in the aggregate the Council approved budget.
2. Approval authority limitations refer to total cumulative dollar values. For instance, Project/Program Managers are authorized to approve multiple change orders per project providing that the cumulative total change order dollars approved by the Project/Program Managers are below the \$10,000 threshold.

Public Works, Small Works, Unit Priced Contract Change Orders

Dollar Limits	Approval Authority
\$0 to \$10,000	Project/Program Manager
\$0 to \$75,000 or 5% of the original contract amount, whichever is greater	Department Director or Designee
\$0 to \$150,000 or 10% of the original contract amount (whichever is greater) or as approved by City Council	City Manager or Designee
Exceeding budget amount or exceeding original contract authority including contingency	City Council

*The contract approval requests are required to include contingency amounts.

V. FEDERAL PROCUREMENT POLICY/GUIDELINES**A. Purpose**

To establish and maintain internal controls that provide assurance that Federal awards managed through the Washington State Department of Transportation are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by the Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book), and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control Integrated Framework Principles. For guidance on *procurement* with federal funded programs managed through other agencies, see that respective agency's guidelines for policies and procedures.

B. Internal Controls

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

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

C. Certification

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

D. Advance Payments and Reimbursements

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

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

E. Allowable Costs

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

1. Be necessary and reasonable for the performance of the Federal award;
2. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost

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

F. Procurement of Goods and Personal Services

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

Procurement Method	Goods	Services
Micro-Purchase (<i>Direct Negotiation</i>) – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute	\$0 to \$10,000	\$0 to \$10,000
Small Purchase Procedures (Informal – Vendor List) – Obtain/document quotes from a reasonable number of qualified sources (at least three firms).	>\$10,000 to \$250,000	>\$10,000 to \$250,000
<i>Formal Bid Process</i>	>\$250,000	>\$250,000

Competitive <i>proposals</i> (fixed-price or cost-reimbursement contracts)	Used when conditions are not appropriate for the use of sealed bids. • Must publicize in City's official publication(s) a <i>request for proposals</i> soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to responsible firm whose <i>proposal</i> is most advantageous to the program
Non-competitive <i>proposals</i>	Appropriate only when: • Available only from a single source; or • Public <i>emergency</i>; and • Expressly authorized by awarding or pass-through agency in response to written request from the City; or • After soliciting a number of sources, competition is deemed inadequate.

1. Approval authority required for goods shall be per Section III – A.
2. Approval authority required for services shall be per Section VII-A.
3. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
4. Contracts and sub-grants of amounts in excess of \$250,000 require that the City will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
5. The City will monitor *procurements* to avoid duplicative purchases. The City will also continue to enter into inter-entity agreements to realize cost savings for shared goods and services when possible.
6. The City will verify and document that vendors are not suspended or debarred from doing business with the Federal government.
7. Restrictive competition is not allowed for contracting for services.
8. Contract amendment process shall follow Section VII – B.

G. Procurement for Architectural and Engineering (A&E) Professional Services

1. A *formal advertising process* must be conducted for all *A&E Professional Services*. Requests for Qualifications (RFQs) are advertised in the City's official publication, RFQs must include the evaluation process for selection of interview, interviews must be conducted for all selected candidates. See Section VI-F for RFQ process.
2. A cost/price analysis must be performed prior to procuring *A&E Professional services*.
3. Restrictive competition is not allowed for contracting for services with the exception that geographic location may be considered as long as an appropriate number of qualified firms, given the nature and size of the project, are able to compete on the contract.
4. Contract amendment process shall follow Section VI – J.

H. Procurement for Public Works

1. For any *procurement* transaction, you must follow the Uniform Guidance Procurement Standards in 2 CFR §200.318-200.327 (except where explicitly excluded by the federal awarding agency) which requires consistency with State and local laws, federal laws, and any additional requirements imposed by the awarding agency or pass-through entity.

Procurement Method	Dollar Limits
Micro-Purchase (<i>Direct Negotiation</i>) – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.	\$0 to \$2,000 (subject to prevailing wages) \$0 to \$10,000 (not subject to prevailing wages)
Small Purchase Procedures (Informal – <i>Small Works Roster Process</i>) – Solicit for documented quotes from at least three firms.	>\$2,000 to \$250,000 (subject to prevailing wages) >\$10,000 to \$250,000 (not subject to prevailing wages)

<i>Formal Bid Process</i>	>\$250,000
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2. Approval authority required for goods shall be per Section IV – A
3. Change order process shall follow Section IV – F.

I. Single Audit Act

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

J. Closure

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

K. Code of Conduct for use of Federal Funds

4. Purpose – The purpose of the Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.
5. Application - This Code of Conduct applies to all elected officials, employees or agents of the City engaged in the award or administration of contracts supported by federal grant funds.
6. Requirements - No elected official, employee or agent of the City shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, is involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:
 - a. The City employee, elected official, or agent; or
 - b. Any member of their immediate family; or
 - c. Their partner; or
 - d. An organization which employs or is about to employ any of the above.

7. No Solicitations/Gratuities - The City's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.
8. Remedies - To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City's elected officials, employees or agents, or the contractors, potential contractors, subcontractors, or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

VI. CONTRACTS FOR CONSULTANT, VENDOR, AND ARTIST SERVICES

A. Approval Authority

Amount	Approval Authority	Process
\$0 to \$25,000	Department Director/City Manager or Designee	Consultant Roster or <i>Request for Proposal/Qualifications</i> ; Contract or Purchase Order
>\$25,000 to \$50,000	City Manager or Designee	Consultant Roster or <i>Request for Proposal/Qualifications</i> ; Purchase Order or Contract
>50,000 to \$150,000	City Manager or Designee	Consultant Roster or <i>Request for Proposals</i> or <i>Request for Qualifications</i> ; Contract
>\$150,000	City Council	<i>Request for Proposals</i> or <i>Request for Qualifications</i> ; Contract

B. Architectural and Engineering (A&E) Professional Services Process

Chapter 39.80 RCW requires the City to utilize a *Request for Qualification* (RFQ) selection process for *A&E Professional Services* and to negotiate a contract with the most highly qualified firm. The City must announce its need for such Services by formally publishing an announcement on each occasion when such Services are required or announcing generally to the public its projected requirements for any category or type of such Services (RCW 39.80.030). MRSC Rosters conducts the general announcement requirements for their rosters.

C. Non-A&E Professional Services (Personal Services)/Vendor Services Process

Non-A&E/Vendor services may be secured through direct selection from the consultant roster or by formal advertisement through the *Request for Proposal (RFP)* process. The City Manager may waive, at their discretion, the use of the consultant roster and the *formal advertisement process* for personal/vendor services.

D. Services \$150,000 or Less

For services estimated to cost \$150,000 or less, the Department Director, City Manager, or designee, may select firms or individuals from the consultant roster or they may issue a formal advertisement for consultant services. The Department Director/City Manager may issue a purchase order for *non-A&E/Vendor services* if the purchase order is for \$50,000 or less. The number of firms solicited from the roster is at the City Manager/Department Director's discretion.

E. Services More than \$150,000

For services estimated to cost more than \$150,000, the Department Director, City Manager, or designee shall prepare a formal advertisement for an *RFQ* or *RFP* (as appropriate) and publish it in the City's official publication in advance of the Department's requirements for such services. This requirement shall apply whether the announcement is for a category or type of service or for a specific need for services.

F. RFQ/RFP Process

1. An *RFQ/RFP* scope of services is prepared, and an advertisement is issued requesting perspective consultants to submit a Statement of Qualifications (SOQ) (for architectural/engineering services) or a Statement of Proposal (SOP) (for non-architectural/engineering services) for the project.
2. An the *RFQ/RFP* should include the following information:
 - a. The RFQ/RFP number (provided by City Clerk),
 - b. Project or service title,
 - c. The services needed,
 - d. City contact information,
 - e. Publication dates and submittal due date,
 - f. Submittal address,
 - g. How RFQ/RFP will be evaluated,
 - h. Process for selection,
 - i. Schedule for evaluation and selection, and
 - j. Title VI statement

3. The advertisement for services is prepared with the following information:
 - a. The RFQ/RFP number,
 - b. Project or service title,
 - c. Publication dates and publication source,
 - d. Submittal due date,
 - e. Submittal address,
 - f. Where to find RFQ/RFP,
 - g. Reservation of rights to make changes, and
 - h. Equal opportunity statement for disadvantaged business enterprises.
4. Advertisement is sent to the City Clerk to post in the City's official publication. Advertisement should be sent to City Clerk a minimum of 4 working days prior to first date of posting.
5. It is recommended that advertisements be posted for a minimum of 3 weeks but no longer than 4. Deviations from the recommendation may be made depending upon the nature of the work and the time of advertisement.
6. The *RFQ/RFP* is sent to the City Clerk and are posted on the City's website.
7. Changes to the *RFQ/RFP* or advertisement period are acceptable. Any changes must be made through an addendum and posted to the City's website. It is recommended that no addendum be issued within 2 days of the *RFQ/RFP* deadline unless the change extends the deadline for submittal or the change is minor and would not significantly change the outcome of an SOQ/SOP.
8. SOQ/SOPs may be received either by mail or in electronic form via e-mail by the project manager/requesting department.
9. SOQ/SOPs are reviewed for completeness and to verify they were received prior to the deadline. Submittals incomplete or received after the deadline are to be rejected.
10. After SOQ/SOPs are reviewed, those found acceptable are held for consideration for interview/selection. SOQ/SOPs are delivered to a panel for review.
11. The panel reviews SOQ/SOPs and creates a recommended list of applicants to interview or to select. It is at the City Manager/Department Director's discretion to interview candidates or to immediately select a candidate for contracting.

12. If interviews are held, questions are prepared in accordance with the *RFQ/RFP*. All candidates are given the same questions to answer. It is up to the department on the meeting format, what questions to ask, and how many to ask.
13. Once a candidate is selected for contracting, all other candidates are notified of the results.
14. For projects/services utilizing federal dollars, consult with the grant agency for any additional requirements to securing services.

G. Contracting

City contract templates should be used for all service contracts, unless the services involve highly technical services, such as computer software application licensing and maintenance, in which case the contract form of the firm or company may be used, after review by the Department Director/City Manager or designee, in consultation with the Finance Director and the City Attorney. For federal funded work, the contract form from the granting agency is required.

H. Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW

1. The City may join in cooperative purchasing arrangements with other public agencies for architectural or engineering services by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal agreements). Interlocal agreements may be executed by the City Manager upon approval of the City Council consistent with RCW 39.04.030.
2. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.
3. The agency contracting with the architectural or engineering firm must comply with requirements as outlined under Chapter 39.80 RCW.
4. The services to be provided for any agency utilizing an interlocal agreement must be related to, and within the general scope of, the services the architectural or engineering firm was selected to perform, and any agreement must be executed for a scope of work specifically detailed in the agreement.
5. Interlocal agreements must be entered into prior to commencement of the *procurement* of any such services.

I. Artists

1. Services for artists may be secured similarly to Non-A&E Professional Services.
2. Artist solicitations may be made through formal advertisement, artists registries, or artist rosters as identified in the City's adopted art policies.
3. Contract amount must include the artist's time and effort to design and install the artwork. Contract work not performed by the artist may be excluded from the artist contract at the City Manager/Department Director or designee's discretion.

J. Contract Amendments

1. The City Council authorizes the City Manager and Department Directors to approve amendments to work or contracts for *A&E Professional Services* and *non-A&E Professional Services* in the following amounts not to exceed in the aggregate the approved project budget and/or authorization.
2. Approval authority limitations refer to total cumulative dollar values. For instance, Department Directors are authorized to approve multiple amendments per contract providing that the total amended dollars approved are below the \$25,000 threshold in the aggregate

Dollar Limits	Approval Authority
No change in contract amount	Project/Program Manager
\$0 to \$25,000	Department Director or Designee
\$0 to \$50,000 or as approved by City Council	City Manager or Designee
Exceeding budget amount or exceeding original contract amount including contingency	City Council

*The contract approval requests are required to include contingency amounts.

VII. COMMUNITY SERVICE ORGANIZATIONS

A. Approval Authority

Amount	Approval Authority	Process
\$0 to \$75,000, per year (not contract)	Department Director/City Manager or Designee	<i>Direct Negotiation; Contract or Purchase Order</i>

B. Process

1. Without regard to competitive bidding, the City may contract with a chamber of commerce; a service organization; a community, youth, or athletic association; or other similar association located and providing service in the immediate neighborhood.
2. The City may also use volunteers (to whom no wage or salary compensation is paid in the project) and provide the volunteers with clothing or tools; meals or refreshments; accident/injury insurance coverage; and reimbursement of their expenses.
3. The services received by the City shall have a value at least equal to two times that of the payment to the service organization based upon the value of the improvements, artworks, equipment, maintenance, etc.
4. Per RCW 35.21.278, all payments made by a City under the authority of this section for all such contracts in any one year shall not exceed \$75,000.

C. Types of Services

Types of services allowed:

- Plan design
- Improvements to parks, school playgrounds, public square, or other public spaces
- Installation of equipment or artwork
- Maintenance services for
 - o The above improvements/installations, or
 - o Neighborhood/community project facilities, or
 - o Environmental justice stewardship or sustainability projects

VIII. INVOICES

All invoices may be approved by the City Manager, Department Director, or designee. Invoices for contracted work may be approved by the Project/Program Manager responsible for managing the contract.

IX. DEFINITIONS

A&E Professional Services - Those professional services rendered by any person, other than as an employee of the City, within the scope of the general definition of professional practice in Chapters 18.08, 18.43, or 18.96 RCW.

These general definitions include, but are not limited to, the practice of architecture, engineering, landscape architecture, and land surveying.

Best Practice Purchasing - Whenever formal written quotes/bids or telephone quotes are not required, competitive relationships with vendors/suppliers/contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and service.

Budget Authority - Person(s) authorized to spend funds up to amounts as budgeted on behalf of the City.

Competitive Bid Process – Per RCW 35.23.352, a competitive bid process is to mean a formal bid process (RCW 35.23.352(1)) or the Small Works roster process (RCW 35.23.352(4)). Direct negotiation is not considered a competitive bid.

Direct Negotiation – Contractors, vendors, or consultants may be selected under procedures consistent with RCW 39.04.152 (see bidding requirements above) without soliciting bids/quotes from other firms/companies. Contractors, vendors, and consultants must be selected from the Small Works roster.

Emergency – Unforeseen circumstances beyond the control of the City that either i) presents a real, immediate threat to the proper performance of essential functions; or ii) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken (RCW 39.34.280(3)).

Formal Bid/Advertisement Process – For *Public Works* notice to bidders is advertised and sealed bids are required. Usually, the bid document is very detailed and specific. For Architectural/Engineering and other professional services, and *RFQ/RFP* process is required.

Labor Surplus Area - A civil jurisdiction that has a civilian average annual unemployment rate during the previous two calendar years of 20% or more above the average annual civilian unemployment rate for all states (including Puerto Rico) during the same 24-month reference period. If the national annual average unemployment rate during the referenced period is less than 6.0% then the qualifying rate is 6.0%. If the national annual average unemployment rate during the referenced period is above 10% then the qualifying rate is 10%. See U.S. Department of Labor for a list of Labor Service Areas.

Non A&E Professional Services – Non-A&E Professional Services (Personal Services) involve technical expertise provided by a consultant to accomplish

a specific study, project, task, or other work. These activities and products are mostly intellectual in nature, and they do not include architecture and engineering services, which have their own requirements. Examples of non-A&E professional services included in this category are: Accountants, artists, attorneys, bond brokers, computer programmers/consultants, insurance brokers, economists, financial analysts, planners, real estate appraisers, and codifiers of municipal ordinances.

Procurement – The purchase of materials, equipment, supplies, software, or services.

Proposal – A response of a consultant that describes key personnel, technical approaches, experience of the consultant, and familiarity with the area, time schedules, work plan, cost, and other information relating to the specific service being sought.

Public Work(s) – RCW 39.04.010 defines “public work” as all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. The term “ordinary maintenance” is not defined by RCW 39.04.010, which is part of the “Public Works” Chapter of the RCW. Ordinary maintenance” is defined by WAC 296-127-010, which defines “public work” for purposes of Chapter 39.12 RCW, relating to prevailing wages on public works. Chapter 39.12 RCW provides insight into the definition of “public work” in RCW 39.04.010, because RCW 39.04.010 states that all public works, including maintenance when performed by contract, shall comply with Chapter 39.12 RCW. WAC 296-127-010(7)(a) defines “public work” as all work, construction, alteration, enlargement, improvement, repair, and/or demolition that is executed by contract, purchase order, or any other legal agreement and that is executed at the cost of the City. This regulation also states that a public work includes maintenance, except “ordinary maintenance.” This regulation defines “ordinary maintenance” as work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year), to service, check, or replace items that are not broken, as well as work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary. Thus, all maintenance work performed by contract and all regularly schedule work that is required to maintain an asset but that is not performed pursuant to a contract is a “public work,” which must comply with these Purchasing Policies as they relate to public works.

Responsible Bidder - A bidder on a *public works* contract who meets the responsibility criteria of RCW 39.04.350 prior to award of a *public works* contract.

Request for Bid (RFB) - A process through which written or electronic bids are solicited from contractors on an agency's *small works roster* or through a competitive sealed bid process for *public works* contracts in which price is the primary basis for consideration and contract award. See Chapter VI(F) for more information.

Request for Proposal (RFP) - A solicitation sent to known vendors or consultants which indicates in a general manner the work or type of service which the city desires to contract. RFPs generally solicit qualifications, approach, price, and ideas from experienced and knowledgeable vendors and consultants. See Chapter VI(F) for more information.

Request for Qualifications (RFQ) - A method of soliciting competitive proposals that considers and evaluates companies based on a basis of demonstrated competency and qualification rather than price. This process is typically used for A&E services where price is not a consideration. An RFQ will generally result in a negotiated contract.

Shared Public Roster - A system of rosters established by a government agency as a means of soliciting and notifying businesses and contractors about opportunities to respond to bids and proposals. The City currently uses the public roster established by the Municipal Research Services Center (MSRC).

Single/Multi Craft - A signal craft involves work that requires only one craft or trade and a multi-craft involves work that requires more than one craft or trade. Individual crafts (trades) are identified on the Washington State Department of Labor and Industries list of Prevailing Wages.

Small Business- Small business means a business meeting certification criteria for size, ownership, control, and personal net worth adopted by the office of minority and women's business enterprises in accordance with RCW 39.19.030.

Small Works Roster Process - A process for awarding contracts for *public works* estimated to cost \$350,000 or less, in lieu of competitive bidding, pursuant to RCW 39.04.152 (applied to the City through RCW 35A.40.210, 35.23.352 and RCW 39.04.152). This process involves creation of small works roster for specialties or categories of work, placement of responsible contractors on the roster list, issuance of invitations for quotes to contractors on the list, securing of quotes from contractors on the list to assure establishment of a competitive price is established, and award of contracts to the lowest *Responsible Bidder*. See Chapter IV(D) for more information on the process.

Statement of Qualifications - A response to a *Request for Qualifications* (RFQ) wherein the prospective consultant provides information relating to the consultant's qualifications to perform the type(s) of work and services being sought, and may include brochures, resumes of key personnel, descriptions of work completed in other places, references, etc. Price may not be used as an evaluation criterion in requesting Statements of Qualifications in response to an RFQ for architectural, engineering, landscape architectural, and land surveying services.

Vendor (Purchased) Services – Vendor (Purchased) services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. Examples of such services include but are not limited to: Delivery/courier service, garbage pickup, vehicle inspection and maintenance, vector services.

APPENDIX A.

Competitive Bids for Public Works

Note: Federal regulations may conflict with or be different from the following. In the case of conflict, Federal regulations take precedence for projects utilizing Federal Funds.

An advertisement or *Request for Bid* of a *Public Works* project should include the following information:

- Title of the project.
- Location where detailed plans, specifications, and contract documents are available for review or purchase.
- Date, place, and time that the bids are due.
- Date, time, and place of bid opening.
- Statement that the City is an equal opportunity employer and invites responsive bids from all qualified *Responsible Bidders*.

Advertisement is sent to the City Clerk to post in the City's official publication. Advertisement should be sent to City Clerk a minimum of 4 working days prior to first date of posting.

The advertisement for Bid must be posted on the City's website and published in the City's official publication by the City Clerk once a week for two consecutive weeks with the last publication being at least 13 calendar days prior to the last date upon which bids will be received.

Detailed Plans and Specifications

Detailed plans and specifications of *public works* project will be prepared at the direction of the requesting Department Director, along with an estimate of the cost of such work. The plans and specifications will be approved by the Department Director. The proposed contract for work shall be reviewed by the City Attorney and included in the specifications. The plans and specifications will be posted on an on-line Plan Center or on the City's website.

Any changes or clarifications to the contract documents, specifications, or design drawings made after advertising and before the bid submittal deadline, should be issued to all document holders as numbered and dated addenda.

Bid Log

The City Clerk must prepare a log (this is a formal public record) containing the following information:

- a. The name, address and phone number of every person and company who received a copy of the detailed plans and specifications for the project and the date and time they were provided.
- b. If communications with prospective bidders occur during the bid period, a record of the substance of the communication must be kept and contained within the project documents.

Bid Opening

The City Clerk will be present at all public bid openings to verify the date and time of bid submittals; open each bid *proposal*; announce the bids of each submitter; record the unit prices, sales tax, delivery charge if applicable, and total cost of each bid proposal. The City Clerk will prepare a tabulation of bid results, which will be posted to the City's web site and made available to the public immediately following the public bid opening.

Bid Award

The requesting Department will evaluate the bids for responsiveness, the presence of unbalanced bids, and price. The requesting Department will also determine and document that the bidder submitting the lowest responsive bid meets the *Responsible Bidder* criteria of RCW 39.04.350(1) and any supplemental bidder responsibility criteria established and included in the bidding documents, consistent with RCW 39.04.350(2). The requesting Department shall then prepare a contract, reviewed as to form by the City Attorney, and submit the documentation for approval per these Purchasing Policies.

All bid *proposal* deposits must be returned to unsuccessful bidders. The 5% bid bond of the successful bidder will be retained until a contract is entered into and a payment and performance bond for the work is furnished, with surety satisfactory to the Department Director or City Manager. If the successful bidder fails to enter into the contract in accordance with the bid and fails to furnish a payment and performance bond within 20 days from the date of being notified of award, the 5% guaranty will be forfeited to the City. The Department Director or City Manager may extend the deadline at their discretion.

Bid Protest

Per RCW 39.04.105:

(1) Within two business days of the bid opening on a *public works* project that is the subject of competitive bids, the municipality must provide, if requested by a bidder, copies of the bids the municipality received for the project. The municipality shall then allow at least two full business days after providing bidders with copies of all

bids before executing a contract for the project. Intermediate Saturdays, Sundays, and legal holidays are not counted.

(2) When a municipality receives a written protest from a bidder for a *public works* project that is the subject of competitive bids, the municipality must not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the municipality's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than:

(a) Two full business days following bid opening, if no bidder requested copies of the bids received for the project under subsection (1); or

(b) Two full business days following when the municipality provided copies of the bids to those bidders requesting bids under subsection (1). Intermediate Saturdays, Sundays, and legal holidays are not counted.

Public Record

Immediately after opening of the bids, the original of every bid *proposal* and a copy of the bid log will be filed with the City Clerk for retention; the bids are a public record. A copy of the *proposal* of the successful bidder should remain with the initiating Department until completion of the project.

Rejection of Bids

Based on the evaluation of bids, the initiating Department may recommend that all bids be rejected. The City Council may also reject any or all bids when the public interest is served. If bids are rejected, the initiating Department will inform the bidders in writing. A rejection of bids may occur and is not limited to the following reasons:

1. The bids exceed the engineering estimate and or the amount that the City has available for the project,
2. The bidder(s) does(do) not meet the *Responsible Bidder* criteria of RCW 39.04.350 (1) or any supplemental bidder responsibility criteria established in the bidding documents.
3. The bidder(s) has(have) not shown to have sufficient experience to perform the work.

Any contact by the bidder with a member of the City Council that regards the *Request for Bid* may be grounds for bid rejection.

APPENDIX B
Right of Way Acquisition Procedures (RCW 35A.47.020)

The City of Kenmore (CITY) shall, to the greatest extent possible, expeditiously negotiate all fair market value offers (FMV) for the acquisition of right-of-way and other real property rights. However, the CITY recognizes the fact that differences of opinion as to FMV or other compensation components may occur with property owners. These differences typically exceed the FMV offered by the CITY. In such cases, an Administrative Settlement may be necessary where the CITY will continue to negotiate considering all the information supporting just compensation in excess of the CITY'S calculation of FMV's. FMV of all acquisition costs and all property impact costs shall be rounded up to the nearest \$100.

The CITY's and property owners shall work towards a mutual and reasonable agreement on just compensation. All reasonable counter offers by the property owner will be submitted to the Department Director or his/her designee for review. If in agreement, the Department Director or his/her designee will coordinate with the assigned negotiator and other CITY staff and prepare a letter of support and justification towards an Administrative Settlement. The extent of the letter of support is a matter of judgment and will be consistent for all property owners, subject to the circumstances and the amount of money involved. Considerations in the letter of support may include, but are not limited to, all available pertinent appraisals, range of unit price value, unanticipated impacts, range of testimony in a condemnation trial, construction schedules, prior court awards, trial costs (legal counsel) and the public interest. The letter of support shall contain a detailed background of the project and the process for generating the original offer, a summary of the justification for the settlement, and the final conclusion. Authority for approval of administrative settlement proposals during project negotiations shall be in writing and delegated as follows:

- SENIOR CIVIL ENGINEERS and CAPITAL PROJECTS MANAGERS are authorized to approve settlements up to \$2,500 or 10%, whichever is the lesser, above the appraised FMV.
- DEPARTMENT DIRECTORS are authorized to sign all determination of values (DVs), approve acquisitions up to \$25,000, and approve administrative settlements up to \$20,000 above the CITY'S FMV (\$45,000 total authority).
- The CITY MANAGER is authorized to approve acquisitions and relocation payments up to \$350,000 including any administrative settlements above the CITY'S FMV.

- The CITY COUNCIL will approve all right of way costs that exceed \$350,000.

City Appraisal Waiver Valuation:

According to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, an appraisal waiver process is approved for Washington State. The procedure are approved as follows:

Rules

- A. The City may elect to waive the requirement for an appraisal if the acquisition is simple and without complication and the compensation estimate indicated on the ROW Funding Estimate is \$35,000.00 or less including cost-to cure items.
- B. The City must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$15,000 or less.
- C. The City must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of an Waiver Valuation as no review is mandated. The preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation is prepared using comparable sales found at the time of preparation.
- B. The Waiver Valuation is approved by Department Directors.
- C. Upon signature, an offer to the property owner(s) is authorized once the Senior Civil Engineer/Capital Projects Manager has completed a spot check for the project.

City of Kenmore Purchasing and Contracting Policies and Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
I. Mission, Goals, Policy Statement, and General Guidelines	Bullet 1 Mission Bullet 2. Goals	Establishes general policy and guidelines for all chapters.	Added "personal services/vendor"
	Bullet 4. City Manager Authority		- Added changes to law/code as part of the City Manager's authority to modify the policy. - Added term "administrative changes"
	Bullet 9. Solicitations		Changed "LAG Manual" to "State Law"
	Bullet 10. Right of Way Acquisition		Removed dollar values and referenced a new Appendix B
	Bullet 11. Washington State Sales Tax		Adds clarification on WA sales tax application
	Bullet 13. Delegation of Authority		Adds clarification on how delegation of authority should be handled
	Bullet 14. Official Publication (NEW)		Defines the City's official publication
	Bullet 15. Small Works Roster (NEW)		Defines the City's official roster
	Bullet 16. Consultant Roster		Defines the City's consultant roster
	Bullet 17. Vendor List		Defines the City's vendor list
	Bullet 18. Unresponsive Solicitations		Provides guidance if no responses are received for a formal solicitation
	Bullet 19. Interagency Contracting		Establishes authority requirements for such contracting
	Bullet 20. Artistic Services		Established how artistic services are to be obtained.

City of Kenmore Purchasing and Contracting Policies and Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
II. Regulations and Reference		Lists applicable state law related to municipal purchasing	Updated RCW's per changes made to state law
III. Purchase of Supplies, Materials, Software, and Equipment Not Related to Public Works	Section A - Approval Authority	Establishes purchasing thresholds, methods for purchasing, and approval authority for City Staff on purchases.	- Dollar values were increased to match state law - Approval authority dollar values were increased for City Staff - Added City Manager to approval authority - Added software purchases to policies
	Section B - Process		- Dollar values increased to reflect changes in Section A. - Added clarification on purchase orders - Added change order authority
	Section C - Cooperative Purchasing		- Established approval mechanism - Added required information in an interlocal agreement
	Section D - Leases of Equipment without Option to Purchase		No Substantive Changes
	Section E (NEW) - Annual Renewals		-Sets policy that an annual renewal may be considered a "new" purchase with corresponding authority set in the policy.
	Section F - Other Purchases		- Clarifies authorization process for federal purchasing agreements

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
IV. Public Works	Section A - Approval Authority	Establishes purchasing policies for Public Works projects	- Adjusted authority levels for city staff - Add restriction on phasing projects to avoid limits
	Section B - Bid Thresholds		- Bid thresholds for Public Works projects increased to match current state law - Adds options for using city staff to perform work - Bid process changed to match current state law
	Section C - Unit Priced Contracts		- Bid thresholds increased for Unit Price contracting to match current state law - Added relevant state law references - Clarifies policy on how unit price contracts should be bid. - Updated contract term limits to match current state law
	Section D - Small Works Roster		- Bid thresholds for Small Works projects increased to match current state law - Provides flexibility on allowing other contractors to bid on a city project - Adds direct contracting option for small businesses - For estimates over \$150K, requires that all businesses under the relevant roster be sent a notice of invitation to bid. - Limited PW process removed, no longer allowed
	Section E - Competitive Bidding Exceptions		- Changes authorization to declare a public emergency from the department director to the City Manager - Add auctions
	Section F (NEW) - Interlocal Agreements		- Allows for contracting with other agencies for small works projects

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
	Section G - Change Orders		- Expands change order authority to all Directors - Increases change order authority to staff - Added clarification on spending limitations

City of Kenmore Purchasing and Contracting Policies and Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
V. Federal Procurement Policy/Guidelines	Section A - Purpose	Establishes process for contracting when federal dollars are involved	- Emphasized this chapter is for federal awards managed through WSDOT
	Section B-E		No Substantive Changes
	Section F - Procurement of Goods and Personal Services		- Increases thresholds to match new federal law - Added clarification to on approval authority limits and contract amendments
	Section G (NEW) - Procurement of A&E		- Adds policy for consultant services
	Procurement for Public Works		- Add policy and thresholds for Public Works projects per federal law
	Section I-K		No Substantive Changes

City of Kenmore Purchasing and Contracting Policies and Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
VI. Contracts for Consultant, Vendor, and Artist Services	Section A - Approval Authority	Provides policy on using consultants, vendors, and artists.	- Adjusts thresholds for process to meet with current state law - Increases approval thresholds for staff
	Section B - A&E Professional Services Process		No Substantive Changes
	Section C - Non-A&E Services/Vendor Services Process		- Establishes process for personal services and vendor services contracting
	Section D - Services \$150,000 or Less		- Adjusted threshold for using the roster to meet with current state law - Sets purchase order limit for non-A&E Services - Additional language to clarify process
	Section E - Services More than \$150,000		- Adjusted threshold for when formal advertisement is required to match state law
	Section F (NEW) - RFQ/RFP Process		- Establishes process for formally advertising for services using an RFQ/RFP process
	Section G - Contracting		- Add the Finance Director as reviewer for using alternatives to contract templates.
	Section H - Cooperative Purchasing		No Substantive Changes
	Section I (NEW) - Artists		- Establishes process to secure artists similar to non-A&E process - Allows use of an artist's registries, or rosters identified in any city adopted art policy - Establishes what should be included in an artist's contract

City of Kenmore Purchasing and Contracting Policies and Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
	Section J (NEW) - Contract Amendments		- Grants city staff approval to make changes to service agreements - Establishes thresholds for staff approval on changes to service agreements
VII. Community Service Organizations (NEW)	Section A - Approval Authority	Establishes policy for using community organizations	- Establishes thresholds for process - Allows staff full approval authority on all contracts
	Section B - Process		- Establishes maximum dollar value for using community services in accordance with state law - Defines community organizations allowed - Provides allowance for volunteers - Establishes paramaters for payment to organizations
	Section C - Types of Services		- Defines what types of services are allowed
VIII. Invoices (NEW)		Process for invoice approvals	- Establishes authority to city staff for approving invoices
IX. Definitions		Standard definitions for terms used within the policy	- Added new definitions
Appendix A		Formal bid process for Public Works projects	- Updated procedures to match current practices and to meet current state law

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
Appendix B	Originally approved under Resolution 12-211	General guidelines when purchasing property for right of way use	- Establishes approval authority for staff - Establishes guidelines for waiving appraisals - Changed City Manager property purchase authority from \$300K (initial purchase amount) + \$50K (settlement authority) to \$350K total regardless.



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Amendment of Contract No. 21-C2667 with PACE Engineers, Inc. to increase the contract amount.

Proposed Council Action/Motion:

Authorize City Manager to execute Contract No. 21-C2667, Amendment No. 5, substantially and materially in the form attached.

For Council Meeting Agenda of: 9/9/2024

Department: Development Services

Prepared by: Samantha Loyuk, Development Services Director

Initial & Date

Approved by Department Head:	<u>SL 8/22/24</u>
Approved by City Attorney:	<u>DR 8/22/24</u>
Approved by Finance Director:	<u>MM 8/25/24</u>
Approved by City Manager:	<u>RK 8/22/24</u>

Exhibits/Attachments:

1. Contract No. 21-C2667, Amendment No. 5

Summary:

An increase in the contract amount is necessary due to a vacancy in the department (senior development review engineer position). The position has been vacant since August 2023.

Information/Background:

The City of Kenmore Development Services Department ("City") contracts with PACE Engineering, Inc. ("PACE") for planning and engineering support services on an as-needed basis. Services include review of engineering permits, land use applications, final plat language/survey requirements, and other activities associated with the review and approval of development projects within the city. While the demand for services is typically low, a vacancy in the department has resulted in an increased need for these services (senior development review engineer position). The proposed amendment increases the yearly contract amount from \$200,000 to \$300,000 and is necessary to continue receiving services through the end of the year.

Fiscal Consideration:

The current budgeted amount of \$84,450 in the 2023-2024 budget did not anticipate the time it would take to fill the department vacancy which has now exceeded 12 months. These costs are partially offset by the associated salary savings. Further, land use applications and permit fees collected from developers during permitting process pay for costs associated with staff (and consultant) review of development applications. The City is seeking authorization to increase the PACE contract to an amount not to exceed \$300,000 per year.

XIII. C. Authorize the City Manager to execute Amendment No. 5 to Contra...

City Council Priority or Budget Objective Being Addressed:

- (1) Increase and preserve the options for affordable housing; (2) Implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation; and (3) Enhance multimodal transportation, including pedestrian and bicycle safety.

CITY OF KENMORE CONTRACT NO. 21-C2667
AMENDMENT NO. 5
PACE Engineers, Inc., Contract

This Amendment No. 5 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and PACE Engineers, Inc., a Washington corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on February 4, 2021, for the purpose of providing on-call services related to development review, inspections and planning support services or any other engineering/planning services requested by the City (“Agreement”).
- B. The Agreement needs to be amended to accommodate an increased need for services.
- C. In order to make this change, the Agreement needs updating.

AMENDMENT TO AGREEMENT:

- 1. **Amendment.** Section 2 of the Agreement is hereby amended to read as follows:

The City shall pay the Consultant a sum not to exceed \$300,000 per year.

- 2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
- 3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

Amendment No. 5 to Agreement between City of Kenmore and PACE Engineers, Inc.
Contract No. 21-C2667
Page 1

4. **Effective date.** This Amendment shall be effective as of September 10, 2024.

DATED this _____ day of _____, 2024.

CONSULTANT: PACE, Engineers, Inc.

CITY OF KENMORE:

BY: _____

BY: _____

Name: Kenneth H. Nilsen

Name: Rob Karlinsey

Title Executive Vice President

Title: City Manager

Address: PACE Engineers, Inc.
11255 Kirkland Way, Suite
300

Kirkland, WA 98033

Phone: (425) 827-2014

APPROVED AS TO FORM:

DR 8/22/2024

Kenmore City Attorneys' Office



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Authorization of Amendment #1 to Consultant Contract 23-C2995 with Kimley-Horn for Completion of a Land Capacity Analysis that supports Assistance with Comprehensive Plan and Code Amendments

Proposed Council Action/Motion: Authorize the City Manager to execute Amendment #1 to Contract 23-C2995 in an amount not to exceed \$26,250 that increases the total contract amount to \$111,250.

For Council Meeting Agenda of: 09/09/24

Department: Community Development

Prepared by: Debbie Bent, Community Development Director
Todd Hall, Principal Planner

Initial & Date

Approved by Department Head: DB 8/26/24

Approved by City Attorney: NA

Approved by Finance Director: NA

Approved by City Manager: RK 8/26/24

Attachments/Exhibits:

1. Amendment #1 to Contract 23-C2995
2. Contract 23-C2995

Summary:

Staff recommends that the City Council authorize the City Manager to execute Amendment #1 Contract 23-C2995 (See Attachment #1) with Kimley-Horn. The City Council authorized the City Manager to sign the original contract with Kimley-Horn, Contract 23-C2995 on 1/22/24 (See Attachment #2, signed contract).

Amendment #1 to Contract 23-C2995 (See Attachment #1) amends the Contract as follows:

- **Section 1 Scope of Services and Exhibit A:** Additional tasks described on Exhibit A of Amendment #1 (See Attachment #1) are added to the scope of services to provide consultant assistance in preparing a land capacity analysis to support required amendments to the Comprehensive Plan and demonstrate that there is sufficient land available to meet required housing growth targets for a range of housing types serving different income levels.
- **Section 2 Compensation and Method of Payment and Exhibit B:** Increasing compensation by \$26,250 to complete the land capacity analysis. The total contract amount increases from \$85,000 to \$111,250. Exhibit B to Attachment #1 describes the budget allocation for the \$26,250.

Information/Background:

HB 1110 – Middle Housing, and HB 1337 – Accessory Dwelling Units, were recently passed by the State legislature in 2023. As a result, the City is required to update its Housing and Land Use Element, as well as applicable zoning regulations in Kenmore Municipal Code. Completion of a Land Capacity analysis is a requirement to support compliance and demonstrate that sufficient land is available to meet growth targets for different housing types meeting a range of income levels.

Fiscal Consideration:

The total consultant fee expenditure of \$111,250 is being covered by a Middle Housing Grant awarded to the City by the Washington State Department of Commerce (Commerce) (\$40,000), a portion of funds from the Year 2 Periodic Update Grant awarded by Commerce (\$20,000), and General Funds already allocated in the Community Development Department Budget.

City Council Priority or Budget Objective Being Addressed:

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

**CITY OF KENMORE CONTRACT NO. 23-C2995
AMENDMENT NO. 1**

Amendment #1 is to allow completion of a land capacity analysis to support required amendments to the Comprehensive Plan and demonstrate that there is sufficient land available to meet required housing growth targets for a range of housing types serving different income levels.

This Amendment No. 1 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Kimley-Horn and Associates, Inc. a Washington Corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on January 31, 2024 for the purpose of middle housing code development and comprehensive plan amendments (“Agreement”).
- B. The Agreement needs to be amended to add new tasks to the scope of services and increase compensation to perform the new tasks. The tasks are to complete a land capacity analysis to demonstrate there is sufficient land available to meet required housing growth targets for a range of housing types serving different income levels
- C. In order to make this change, the Agreement needs updating.

1. **Amendments.**

Section 1 of the Agreement is hereby amended to read as follows:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit “A,” which is attached to Contract 23-C2995 and the Consultant shall also perform those additional tasks and services described on Exhibit “A” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Section 2 of the Agreement is hereby amended to read as follows:

Section 2. Compensation and Method of Payment.

Amendment No. 1 to Agreement between City of Kenmore and Kimley-Horn
Contract No. 23-C2995

Page 1

Updated 1/2022 IBDR

The City shall pay the Consultant for services rendered according to the rates and methods set forth below and described in Exhibit B of Contract 23-C2995 and Exhibit B attached hereto. The Consultant shall request payment for work performed using the billing invoice form at Exhibit “C.”

X According to the rates set forth in Exhibit “B.”

X A sum not to exceed ~~Eighty-five thousand dollars (\$85,000).~~ One hundred and eleven thousand, two hundred fifty dollars (\$111,250)

 Other (describe): _____

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

The Consultant shall complete and return to the City Exhibit “D,” federal tax Form W-9, prior to or along with the first billing invoice.

2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective date.** This Amendment shall be effective as of September 10, 2024.

DATED this 10th day of September 2024.

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Name: _____

Title: _____

Rob Karlinsey

City Manager

Address: Kimley-Horn

2828 Colby Avenue, Suite 200

Everett, WA 98201

Phone No.: 206-705-8486

APPROVED AS TO FORM:

Kenmore City Attorney's Office

Amendment No. 1 to Agreement between City of Kenmore and Kimley-Horn

Contract No. 23-C2995

Page 3

Updated 1/2022 IBDR

XIII. D. Authorize the City Manager to execute Amendment No. 1 to Contra...

Exhibit A

Task 1 – Project Coordination

Task includes meetings and coordination with the City of Kenmore. This may include time to meet on the project tasks, jointly review draft work product, or go through City provided comments or Kimley-Horn questions on tasks.

Assumptions:

- Task includes up to 15 hours for task coordination.
- May substitute the equivalent coordination hours for one in person presentation on LCA findings, if needed.

Task 2 – Land Capacity Analysis

To evaluate whether the City of Kenmore has sufficient land to meet its targets for growth, we will coordinate a Land Capacity Analysis (LCA). It does not appear that the King County Countywide Planning Policies have adopted an LCA methodology but prior to beginning work Kimley-Horn will confirm this. The LCA will analyze areas allocated for residential and/or employment uses and determine the ability for these areas to accommodate additional growth. This will involve the following general steps:

Current conditions. We will assess the current state of development in the City based on tax assessment data, building permit summaries, and other sources.

Development constraints. Based on GIS data for critical areas and other physical and institutional limitations on development, we will identify areas where development is not expected to occur. This would include areas such as government land where market development is not expected to occur over the long term.

Areas available for development. By combining the current conditions data and information on development constraints, we will highlight those areas which are currently available for development. This may include areas that are vacant or available for redevelopment or infill projects. We will also develop assumptions for areas of the City which use a form based code.

Potential yields for growth. From the areas available for development, we will assess potential maximum yields for housing and employment uses.

Estimated yields for growth. To determine final estimates of land capacity, we will provide adjusted yields based on an additional set of “market factors” to account for potential

challenges in carrying out projects in the private sector. This can account for resistance of local landowners to sale and development, perceived returns and risks with certain development types and locations. This scope does not include contacting private property owners to determine likelihood of future sale or development.

Land Capacity to housing units by income level. Once land capacity to accommodate population targets is identified, we will translate capacity to housing units by income level that were allocated to the City of Kenmore within the Countywide Planning Policies. This analysis will determine if sufficient capacity exists to accommodate the housing types needed at different affordability levels.

This analysis will address the comments in the CPP-H-11: Land Capacity Analysis questions provided to the City of Kenmore on August 1, 2024, from the Affordable Housing Committee.

Housing data: For the Land Capacity Analysis, the affordability of different housing types will need to be analyzed to estimate the current and future affordability gaps based on projected population growth.

This analysis consists of an existing cost burden analysis, an analysis of recent housing cost trends, mortgage analysis, comparison of current rental market conditions with the rental level that can be afforded by households at various income levels, and comparison to existing and proposed zoning regulations will be analyzed.

Assumptions:

- City to provide GIS data to support effort.
- City will provide building permit data.
- Recommendations on draft policy language is not included within this scope.
- Process will utilize targets for housing, population, and employment in the King County Countywide Planning Policies
- Assumes one round of review and edit on final LCA. Comments from multiple departments should be consolidated into one complete set.
- Housing data work only includes housing data necessary for the Land Capacity Analysis. It will not constitute a full Housing Needs Assessment as outlined in Commerce Guidance or [WAC 365-196-410\(2\)\(c\)](#).
- Scope does not include identification of land use and zoning changes which could assist in meeting growth targets (if any are necessary).
- Scope does not include presentations to Planning Commission, City Council, or other advisory or decision-making bodies.

Exhibit B**Budget with proposed project team, rates, and initial allocation of hours per task.**

Task 1 – Project coordination and meetings	\$3,750
Task 2 – Land Capacity Analysis	\$22,500
Total	\$26,250

City of Kenmore Contract #: 23-C2995

Authorized Amount: \$85,000

Date Start: 1/22/2024

Date End: 12/31/2024

CONSULTANT SERVICES AGREEMENT

Kenmore Middle Housing Code Development & Comprehensive Plan Amendments

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Kimley-Horn and Associates, Inc., ("Consultant") organized under the laws of the State of Washington, located and doing business at 2828 Colby Avenue, Suite 200, Everett, WA 98201 (hereinafter the "Consultant"). Contact person is Clay White, 206-705-8486.

RECITALS:

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

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

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

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

☒ According to the rates set forth in Exhibit “B.”

☒ A sum not to exceed Eighty-five thousand dollars (\$85,000).

☐ Other (describe): _____

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

The Consultant shall complete and return to the City Exhibit “D,” federal tax Form W-9, prior to or along with the first billing invoice.

3. **Duration of Agreement.**

This Agreement shall be in full force and effect for a period commencing on 1/22/2024 and ending 12/31/2024 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.**

- A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
- B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant’s work for the City are considered “public records” and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW (“the Act”). Consultant agrees to safeguard and 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 Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant 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.

5. **Independent Consultant.**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

6. **Indemnification.**

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

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

7. **Insurance.**

The Consultant 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 Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant 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 Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant 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.
- iii. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

- F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

- A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work 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 Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- B. 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. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Consultant to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Consultant 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 the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Consultant's Risk.

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.
- E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental

laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

14. Discrimination Prohibited.

The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, 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.

15. Assignment and Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest.

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

17. Confidentiality.

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

18. Non-Appropriation of Funds.

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

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19. 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.

20. 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 the Consultant shall be sent to the following address:

Clay White
Kimley-Horn
2828 Colby Avenue, Suite 200
Everett, WA 98201
Phone No.: 206-705-8486
Email: clay.white@kimley-horn.com

21. Applicable Law; Venue; Attorneys' Fees.

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

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22. Compliance with Laws.

The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

23. 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.

24. Severability.

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

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

Signature: 

Name: Canaan Reeverts

Title: Associate

Date: 1/30/2024

CITY OF KENMORE

Signature: 
Rob Karlinsey (Jan 31, 2024 09:03 PST)

Name: Rob Karlinsey

Title: City Manager

Date: Jan 31, 2024

APPROVED AS TO FORM


Dawn Reitan (Jan 31, 2024 11:19 PST)

Kenmore City Attorney's Office

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

EXHIBIT A – SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**Task 1: Project Kickoff and Ongoing Coordination****Responsible Team Member: Clay White**

We propose using strong project management to deliver the project on time and on budget. Coordination is also very important for this project because there are many policy and code approaches to implementing new HB 1110 and HB 1337 requirements. Communicating throughout the project will help develop policy and codes that align with the goals of the City. We propose the following focus areas:

- **Setting the project foundation.** Our team will have an initial kickoff meeting with the City followed by development of a short Project Charter. The charter confirms the project goals, schedule, expectations, and requirements. In addition, it identifies the project team with roles, communication protocols, and project risks and mitigation tactics. This proactive process sets a firm foundation for project work and is especially crucial given the importance of this project to the community.
- **Ongoing project coordination.** We suggest setting up bi-weekly check-in meetings with appropriate team members. These meetings can be used to review the project schedule, discuss ongoing tasks, and set expectations for the weeks ahead.

Megan Muckenhirn will support Clay throughout the project by preparing for meetings, assisting with community engagement, and producing graphics and documents for the code development tasks.

Deliverables

- Kickoff meeting.
- Draft and final Project Charter.
- Proposed bi-weekly coordination meetings.

Assumptions

- Kimley-Horn will prepare agendas and provide notes for each meeting.
- The City will provide key information for the Project Charter and assist in setting project goals, understanding project risks, and identifying key team members.
- Kimley-Horn will facilitate a round of review and editing for the Project Charter.
- The City will review the draft Project Charter and provide Comments.

Task 2: Community Engagement Plan and Community Engagement**Responsible Team Members: Clay White and Nick Chen**

In coordination with the City, Kimley-Horn will develop and execute a short public engagement plan and facilitate engagement activities as new policy and code is developed. We are committed to meaningful communication programs focused on meeting community members where they are.

Plan: Our approach to public engagement planning includes a holistic view of public participation throughout the project. We will begin the project by:

- Coordinating with City staff to identify key stakeholders.
- Determining appropriate tactics and tools.
- Creating a detailed outreach calendar.

Execution: Our public engagement team specializes in building meaningful relationships with the community, businesses, and stakeholders. We not only listen, but also truly understand their concerns. The community engagement plan will be focused on early engagement and ways to receive feedback on the range of options for implementing new legislation. It will communicate what we are doing, why we are doing it, and the range of options to meet state law requirements while accounting for the community's vision. The approach can build off the significant outreach completed during Phase I.

The goal is to make sure community voices continue to be heard prior to and throughout the policy and code development process. This process also helps us follow the "no-surprises" rule for appointed and elected officials. The development of code and policy will also align with the requirements of Kenmore Municipal Code 19.20 for amendments to the Comprehensive Plan and development regulations. In addition to comment and response periods, the following are engagement tactics which could be used:

- Community Meetings: We plan to coordinate and could attend up to two community events and meetings to allow larger groups of people to hear and understand the project all at one time. With our boots-on-the ground approach, we like to spend time in the communities we are trying to reach.
- Social Media: Using existing tools, we can create content for social media outlets with key messages.
- Project website: We will prepare and assist the City team with content for the City website.

Deliverables:

- Community Engagement Plan.
- Community engagement summary.

Assumptions:

- The plan will include a mix of in-person and virtual engagement strategies. Given the budget for these tasks, community engagement activities will be designed based on the role the City team wants to take. As an example, the City may wish to use materials we prepare to expand engagement efforts.
- Kimley-Horn will facilitate one round of review and editing for the engagement plan.
- Meetings, hearings, and presentations for appointed and elected officials will be scoped separately.

Task 3: Review of Existing Documents

Responsible Team Members: Clay White and Nick Chen

Kimley-Horn will review the Phase I consultant analysis reports, existing City regulations, and other resources to identify necessary code and comprehensive plan amendments related specifically to middle housing, cottage housing, ADUs, and unit lot subdivisions. Since Clay worked on Phase I of this project, our team will be very efficient with this task.

We propose that in addition to a summary of findings report, we prepare an outline that further refines the range of code and policy options for the City to meet HB 1110 and HB 1337 requirements. Phase I was conducted as HB 1110 and HB 1337 were passing through the legislature. Now that both bills have passed and guidance is being prepared, there are a lot more options for the City to consider. This could include options regarding where to apply new requirements and the range of code requirements to consider to ensure new housing aligns with the community's goals. We could consider re-framing the

bookends for housing developed during Phase I to solely focus on how new policies and codes can be framed up.

Providing a defined set of options will be useful to engaging the community and both appointed and elected officials early on. A strong review of existing documents will enable us to create policies and codes that align with the overall community vision.

Deliverables:

- Summary report of findings.
- Bookends table and summary to outline various overall options for HB 1110 and HB 1337 implementation.

Assumptions:

- Kimley-Horn will facilitate two rounds of review and editing for each document.
- City staff will assist in narrowing the scope and approach as we draft policies and regulations.

Task 4: Draft and Final Amendments to Housing and Land Use Elements

Responsible Team Members: Clay White and Nick Chen

Based on a review of Phase I documents, our team will prepare and gather feedback on bookend options for policy development, conduct early community engagement activities, and draft new and revised policies.

The draft policies will focus on HB 1110 and HB 1337 but also align with new Housing Element requirements derived from HB 1220. In addition to developing new and revised policies, we propose developing a policy table to explain why each of the new or revised policies are being proposed. This can be helpful as public comments are accepted on the draft policies. This can also be helpful as part of the policy review process with the Planning Commission and City Council.

Based on comments received on the draft policies from the public, we will prepare a final set of policies. We will sync the policy development work so it aligns with the draft code being prepared. Please note that given the Comprehensive Plan can be amended no more than once per year, we will adjust the schedule to align with engagement activities as well as the meeting and hearing schedule proposed by the City.

Deliverables:

- Draft housing and land use policy amendments.
- Summary table defining the purpose of amendments.
- Response to public comments on proposed policy changes.
- Preparation of materials for meetings and hearings.
- Preparation of final housing and land use policy amendments.

Assumptions:

- Kimley-Horn will conduct two rounds of policy updates based on feedback from the City.
- No major changes will be made to the policy approach from Task 3.
- Kimley-Horn will respond to up to 30 unique comment Letters.

Task 5: Draft and Final Housing Regulations

Responsible Team Members: Clay White and Benjamin Felstein

Based on the review of Phase I documents, our team will prepare and gather feedback on bookend options for code development, conduct community engagement activities, and develop draft new and revised regulations.

In our experience working on HB 1110 Guidance, we have noticed a number of changes to municipal code— beyond what is called out in HB 1110 and HB 1337—are necessary to make implementation of new policy and code work well for small lot redevelopment. This can include how the code approaches density versus lot yield, building setbacks, heights, impervious maximums, tree codes, definitions, driveway and access standards, parking, and the approach to subdividing small lots (including unit lot subdivision regulations). The standards that may work well when a two-acre lot is used for townhomes may not work well when a tri-plex is proposed on an 8,000 square foot (SF) lot. Our approach would focus on providing a code that:

- Aligns with the City’s goals.
- Meets HB 1110 and HB 1337 requirements.
- Addresses code sections necessary for proper implementation.

In addition to creating draft code that will work well when implemented, we will prepare informative graphics, tables, charts, and photos to accurately represent written development regulations and planning concepts. We will focus on creating accurate and easy-to-understand documents and graphics highlighting elements of the proposed code that may be difficult to understand. Visuals can also be a great tool for those using the code to meet requirements on City applications. Graphics will be prepared for a variety of purposes including:

- Site plans for a “typical” City lot to highlight why certain development standards need to be addressed. As an example, a site plan could help show why reduced rear setbacks may be needed to accommodate middle housing or the relationship between building height, setbacks, and access needed to make the code work. These could be used as part of engagement at both meetings and hearings.
- Design standards and use of pictures to help show the community what a typical middle housing project might look like. In terms of tables and charts, we will follow a format that is consistent with other elements of the code given the number of code sections that are likely to be amended.

Deliverables:

- Draft code amendments.
- Summary table defining purpose of amendments.
- Response to public comment on proposed policy changes.
- Final code amendments.

Assumptions:

- Kimley-Horn will prepare materials for meetings and hearings.
- Kimley-Horn will facilitate two rounds of code updates based on feedback from the City.
- Kimley-Horn will respond to up to 40 unique comment letters.
- No major changes will be made to the policy approach from Task 3.

Task 6: Planning Commission and City Council Meetings

Responsible Team Member: Clay White

Kimley-Horn will prepare a presentation for Planning Commission and City Council meetings and hearings. We propose an early meeting with the Planning Commission and/or City Council (could be a

joint workshop) to review the requirements of HB 1110 and HB 1337. This task is an opportunity to discuss the range of options for implementing new requirements. This would also provide a strong foundation for preparation of code and policy. We suggest timing this meeting early to check-in with community engagement efforts. We will be available for public meetings and hearings on the draft policies and regulations. We will work with City staff to determine the best place for our team to get involved. For meetings and hearings, we will assist with the preparation of staff memos, reports, and presentation materials.

Deliverables:

- Attendance (in person or virtual) at up to five Planning Commission and/or City Council meetings
- Memorandums for packets and PowerPoint presentations

Assumptions:

- The number of meetings may be increased in coordination with the City team. The budget for this task is based upon being present for meetings and materials being produced for each meeting/hearing.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

EXHIBIT B – RATES FOR SERVICES TO BE PROVIDED BY CONSULTANT

City of Kenmore Middle Housing Code Development & Comprehensive Plan Amendments	Clay White	Nick Chen, AICP	Benjamin Felstein, AICP	Megan Muckenhirn	Cost
Hourly Billing Rate	\$330	\$240	\$180	\$155	
Description	Hours				
Task 1: Project Kickoff and Ongoing Coordination	16	6	6	12	\$9,660
Task 2: Community Engagement Plan and Community Engagement	25	10	10	20	\$15,550
Task 3: Review of Existing Documents	18	6	6	6	\$9,390
Task 4: Draft and Final Housing and Land Use Policy Amendments	10	25	4	14	\$12,190
Task 5: Draft and Final Housing Regulations	48	5	40	6	\$25,170
Task 6: Planning Commission and City Council Meetings and Hearings	25	4	4	10	\$11,480
TOTAL HOURS	142	56	70	68	
Materials and Travel Expenses					\$1,500
TOTAL					\$84,940

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program/Project: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Authorized Signature (Required) _____

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EXHIBIT D

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later. **or**

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those

from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Contract for landscape maintenance services of mitigation sites associated with capital improvement projects including Log Boom Park, ḷaḵʷadis (Tl'awh-ah-dees) Park, West Sammamish Bridge and NE 190th ST Culvert. Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 24-C3074 with Elyon Maintenance for Mitigation Site Vegetation Management and Maintenance in an amount not to exceed \$560,000.	For Council Meeting Agenda of: 09/09/2024 Department: Public Works Operations Prepared by: Jennifer Gordon, Public Works Operations Director <table border="0"><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>JG 09/03/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>N/A</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 9/4/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 9/4/24</u></td></tr></tbody></table> Attachments/Exhibits: Draft Contract No. 24-C3074		<u>Initial & Date</u>	Approved by Department Head:	<u>JG 09/03/24</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>MM 9/4/24</u>	Approved by City Manager:	<u>RK 9/4/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>JG 09/03/24</u>										
Approved by City Attorney:	<u>N/A</u>										
Approved by Finance Director:	<u>MM 9/4/24</u>										
Approved by City Manager:	<u>RK 9/4/24</u>										
Summary: Mitigation plantings were required for multiple capital improvement projects the City has recently completed. Each site may have different specific requirements, but overall, the maintenance work is similar. To increase efficiencies, we have combined the maintenance for multiple sites into one contract to fulfill the mitigation maintenance requirements.											
Information/Background: The contract for service will include landscape maintenance at required mitigation sites associated with the capital improvement projects located at Log Boom Park and ḷaḵʷadis (Tl'awh-ah-dees) Park (Walkways & Waterways), the West Sammamish River Bridge Replacement Project and the NE 190th ST Culvert Replacement Project. The projects include both onsite and offsite mitigation areas that require five-year monitoring and maintenance periods to fulfill permit requirements of each project. Requests for Proposals (RFP) were advertised on the MRSC Small Works Roster for mitigation maintenance services to cover the period through the end of 2024 as well as the 2025-2026 Biennial Budget. Three proposals were received ranging in annual cost from \$235K to \$320K.											

Elyon Maintenance had the lowest proposal that includes an initial one-time clean up in September 2024 and then ongoing maintenance through the end of 2026. The not to exceed amount includes contingency for any work that is above and beyond the work specified in the scope of work.

Fiscal Consideration: Each CIP project allocated funds to cover the cost of the ongoing monitoring and maintenance period required for each project except for the NE 190th ST Culvert Replacement Project which will be funded in the Surface Water Management Fund. The following tables show the total amount allocated as part of each CIP project and the expected expenditures through 2026. Additional funds may need to be allocated in the future to fund the ongoing maintenance work in 2027 and 2028.

Parks Improvements @ Log Boom and Łax'wadis (Tl' awh-ah-dees) Parks (Parks CIP)

5-Year Mitigation Monitoring and Maintenance Period 2023-2028

CIP Funds Allocated within Project	\$ 365,091
2024 Cost	\$44,545
2025	\$89,086
2026	\$89,086
Total Expected Expenditures 2024-2026	\$227,717

West Sammamish River Bridge Replacement Project (Transportation CIP)

5-Year Mitigation Monitoring and Maintenance 2023-2028

Funds budgeted as part of the CIP project	\$292,000
2024	\$90,033
2025	\$72,027
2026	\$72,027
Total Expected Expenditures 2024-2026	\$234,087

NE 190th ST Culvert Replacement Project (Surface Water CIP)

5-Year Mitigation Monitoring & Maintenance 2023-2028

Funds budgeted as part of the CIP project*	\$0
2024 – Maintenance will begin in 2025	\$0
2025	\$33,088
2026	\$33,088
Total Expected Expenditures 2024-2026	\$66,176

*Paid by the Surface Water Management Fund

City Council Priority or Budget Objective Being Addressed:

The City's top priority will always be fulfilling its core mission which includes maintaining the City's infrastructure and complying with state and federal mandates.

1. Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

City of Kenmore Contract #: 24-C3074

Authorized Amount: \$560,000

Date Start: September 10, 2024

Date End: December 31, 2026

**AGREEMENT FOR SERVICES – CONTRACTOR
MITIGATION SITE VEGETATION MANAGEMENT AND MAINTENANCE SERVICES**

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Elyon Maintenance organized under the laws of the State of Washington, located and doing business at 2224 48th ST CT NW, Gig Harbor, Washington, 98335 [Shin Cho, President (206) 992-8139] (hereinafter the "Contractor").

RECITALS:

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

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

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

1. Scope and Schedule of Services to be Performed by Contractor.

Contractor shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Contractor acknowledges and understands that it is not the City's exclusive provider of these services and that the City maintains its unqualified right to obtain these services through other sources. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed

2. Time of Completion.

Upon the effective date of this Agreement, Contractor shall complete the work and provide all goods, materials, and services through December 31, 2026.

3. Compensation and Method of Payment.

The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit "B," attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed FIVE HUNDRED SIXTY THOUSAND DOLLARS \$560,000, including applicable Washington State Sales Tax, for the services contemplated in this Agreement. The Contractor shall request payment for work performed using the billing invoice form at Exhibit "C."

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

If the City objects to all or any portion of an invoice, it shall notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

A. *Defective or Unauthorized Work.* The City reserves its right to withhold payment from Contractor for any defective or unauthorized goods, materials, or services. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorneys' fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

B. *Final Payment: Waiver of Claims.* CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. Prevailing Wages.

Contractor shall file a "Statement of Intent to Pay Prevailing Wages," annually with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or

executed by Contractor and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

5. Changes.

The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Contractor determines, for any reason, that an amendment is necessary, Contractor must submit a written amendment request to the person listed in the Notice section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Contractor fails to require an amendment within the time allowed, the Contractor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the amended work; however, the Contractor may elect to protest the adjustment as provided in Subsection A through E of the Claims Section below.

The Contractor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

6. Claims.

If the Contractor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. *Failure to Protest Constitutes Waiver.* By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

7. Limitation of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR

CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

8. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing September 10, 2024, and ending December 31, 2026 unless sooner terminated under the provisions hereinafter specified. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

9. Independent Contractor.

Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

10. Indemnification.

- A. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance.

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

- A. *Minimum Scope of Insurance.* Contractor shall obtain insurance of the types described below:
 - 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 Contractor's Commercial General Liability insurance policy with respect to the work 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.* Contractor 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.* The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they

shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.
- E. *Verification of Coverage.* The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- F. *Notice of Cancellation.* The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. *No Limitation.* Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

12. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

13. City's Right of Inspection and Audit.

- A. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement,

the work 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 Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- B. 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. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

14. Contractor to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Contractor 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 the Contractor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

15. Work Performed at the Contractor's Risk.

The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

16. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to

the date of termination.

- C. This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
- D. The Contractor reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.
- E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

17. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

18. Discrimination Prohibited.

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

19. Assignment and Subcontract.

The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City. Any assignment made without the prior approval of the City is void.

20. 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.

21. Compliance with Laws.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

22. 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.

23. 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 send to the following address:

City Clerk
City of Kenmore

18120 68th Ave. NE
Kenmore, Washington 98028-0607

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

Attn. Shin Cho, President
Elyon Maintenance
2224 48th ST CT NW
Gig Harbor, Washington 98335
(206) 992-8139
elyonmaintenance@gmail.com

24. Applicable Law; Venue; Attorney's Fees.

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

25. Severability.

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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the dates listed below.

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF KENMORE:

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Kenmore City Attorney's Office

EXHIBIT A

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

SCOPE OF SERVICES

City of Kenmore Point of Contact:

Quinn Proffitt, Parks & Streetscapes Maintenance Supervisor
qproffitt@kenmorewa.gov
(206) 914-4739

Elyon Maintenance Project Manager (Project Lead):

Jin So

EMAIL

PHONE #

Elyon Maintenance Site Manager (Day-to-Day Onsite Operations):

Balta Piza

EMAIL

PHONE #

The general scope of work is to include vegetation management and maintenance within multiple mitigation site locations within the City of Kenmore. The work will include the removal of invasive plants, noxious weeds, misc. weeds, general trash and debris clean up, dead plant removal, planting, and mulching. The contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation, traffic control if needed (traffic control plans to be approved by the City in advance), and other items necessary for the complete maintenance and landscaping in accordance with the provisions herein, of the following locations.

1. Log Boom Park, 17415 61st Ave NE
2. ƛ'ax'wadis/Tl' awh-ah-dees Park, 7515 NE 175th ST
3. Rhododendron Park. 6910 NE 175th ST
4. WDFW Kenmore Boat Launch, 17150 68th Ave NE
5. NE 190th ST Culvert, Corner of 61st Ave NE & NE 190th ST

- A. The areas to be maintained include but are not limited to landscaped areas that include trees, shrubs, and ground covers.

- B. The Contractor shall replace, at the Contractor's own expense, any groundcover, trees, shrubs or other plant materials requiring replacement through negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the Contractor shall be of top-quality condition and shall be guaranteed by the Contractor for one year.
- C. Contractor's operations and activities pursuant to a contract awarded from this Request for Proposals shall be under the control and supervision of the City's Parks & Streetscapes Maintenance Supervisor or their designee (City Project Manager).
- D. Prior to beginning work, the City's Project Manager will hold a kick-off meeting to go over the terms of the contract and to discuss the annual plan for the maintenance at each site. The Contractor shall submit the work schedule to the City's Project Manager. The schedule must look ahead at least three months. Any changes to the schedule must be submitted to the City Project Manager at least a week BEFORE the work dates are modified. The Contractor shall establish a routine work schedule such that, to the extent possible, work shall be performed on the same day and time each visit to complete the contract work and shall be included in the proposal. **Maintenance activities may be performed between the hours of 7:00 AM and 3:00 PM, Monday through Friday. Advanced approval is required to work weekend days or on City observed holidays.**
- E. If additional work or services is desired either by the City or the Contractor, a Discretionary Work Request Form shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work services. Written approval by the City must be obtained prior to the start of any additional work.
- F. **The Contractor will notify the City prior to every visit and provide the City with a documented summary of work completed after each visit. This should be received by the City via email within one week of the work being completed.** The summary of work completed shall include:
 - a. Date;
 - b. Arrival Time and Departure Time;
 - c. Staff onsite;
 - d. Detailed report of work completed;
 - e. Notes/Comments (to include any items requiring attention or that may need a discretionary request to have the work completed – property damage, hazards, etc.).

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

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

Planted Mitigation Sites

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

General Notes

1. The Contractor shall perform an initial site clean-up at each location to bring it up to a maintained state.
2. The Contractor shall be responsible for notifying the City of any significant tree hazards including, but not limited to dying or dead trees, significant broken limbs or damage, disease and insect infestation.
3. The Contractor shall be responsible for notifying the City of any less-than-ideal conditions that may cause potential harm to the plantings (i.e. extremely wet areas, extremely dry areas, broken irrigation, animal damage that could cause potential harm to the existing plantings).

Vegetation Maintenance

1. Mitigation landscape sites shall be kept free of weeds, trash, and debris.
2. The Contractor shall cut back shrubs and ground cover to prevent encroachment into shrubs, trees, buildings, retaining walls, fences, utility vaults, sidewalks, and roadway. outlined below.
3. Weeding shall be done mechanically. Typical invasive weeds include, but are not limited to Scotch Broom, Himalayan Blackberry, Bindweed, Purple Loosestrife, Garden Loosestrife, and Japanese Knotweed. Reed Canary grass may require mowing to assist with control. Native volunteer plants should not be removed. Chemical applications may be used on a limited basis. The City reserves the right to limit the use of specific herbicides and/or application of said herbicides. **All pesticide applications must be approved by the City prior to any application. All pesticide applications shall be done in compliance with all federal, state, and local laws by a Washington State Department of Agriculture licensed applicator.**
4. Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor at their expense, in a timely manner. Where irrigation is available, this will include negligence in failing to notify the City

of inadequate water supply to support healthy plant growth. Notification will be written and submitted within the summary of work.

5. The Contractor may need to remove dead or damaged plants and replace them with the same plants of equivalent size, condition, and variety after obtaining written approval from the City. This will be done at the expense of the City unless plant damage or death was due to the Contractor's negligence in which place the replacement will be at the Contractors expense. The replacement plant materials supplied by the Contractor shall be of top-quality condition and shall be guaranteed by the Contractor for one year.

Mulch

The contractor shall apply mulch annually, purchased by the City to be installed at each mitigation site before the start of the growing season (timing of installation may be site dependent due to wet conditions and will be coordinated with the City Project Manager). The City Project Manager will coordinate with the contractor this effort for each location based on existing conditions. The City will purchase the mulch directly and have it delivered to each site. Mulch will be spread evenly at a depth of 2-4 inches at each site.

Irrigation

Irrigation does exist within some areas; however, the City of Kenmore will be responsible for all irrigation maintenance and operations except for any damage caused by the maintenance activities of the contractor. The contractor will be expected to report any damage to the City whether at fault or not.

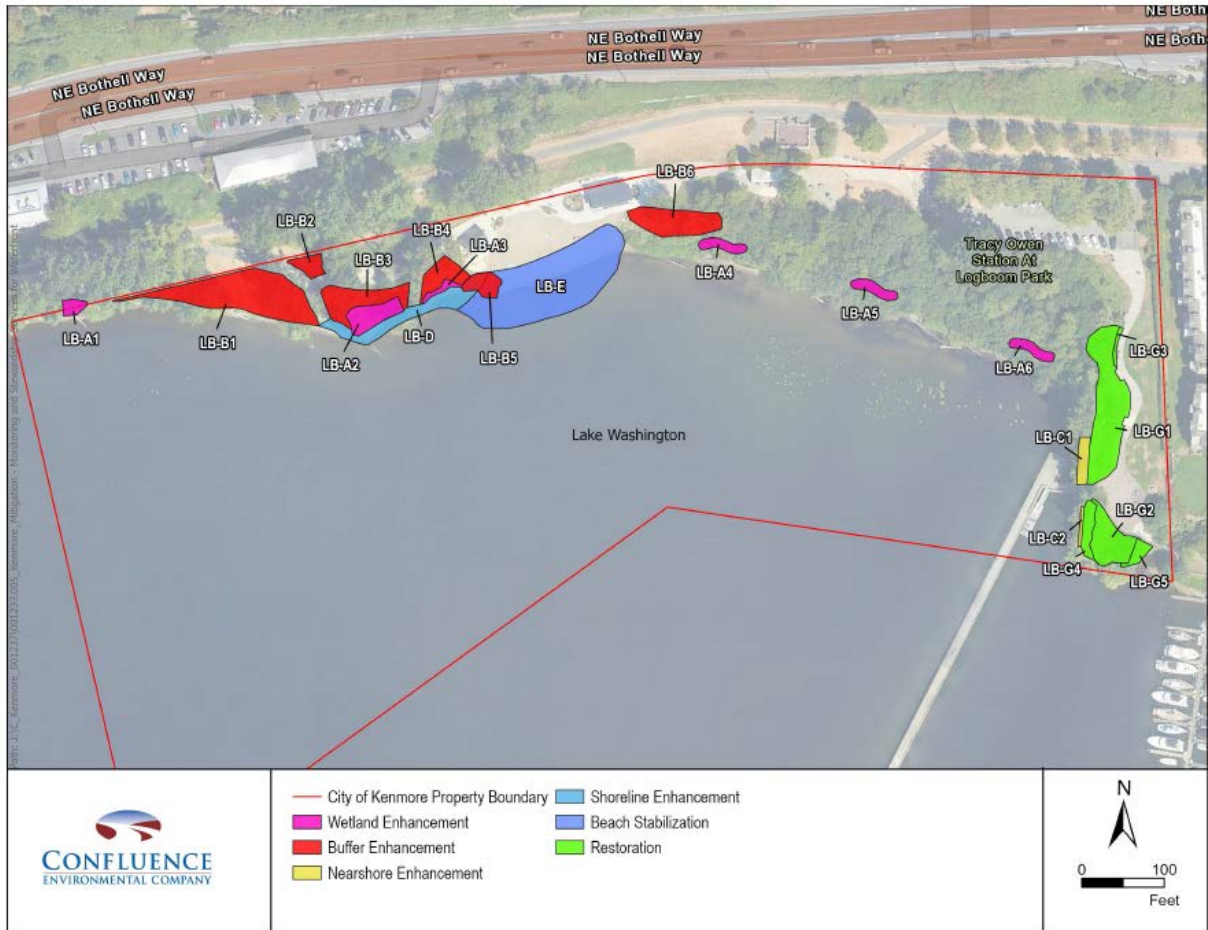
Personal Protective Equipment

The Contractor shall have staff equipped with all of the necessary personal protective equipment at all times. The Contractor will be required to have staff wear identifiable clothing (company logo wear or reflective vests) while doing any work under the contract.

Discretionary Work Requests

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

Site 1: Log Boom Park
17415 61st Ave NE
Kenmore, WA 98028



Site 2: λ' ax[~]wadis/Tl'awh-ah-dees Park
7515 NE 175th ST
Kenmore, WA 98028



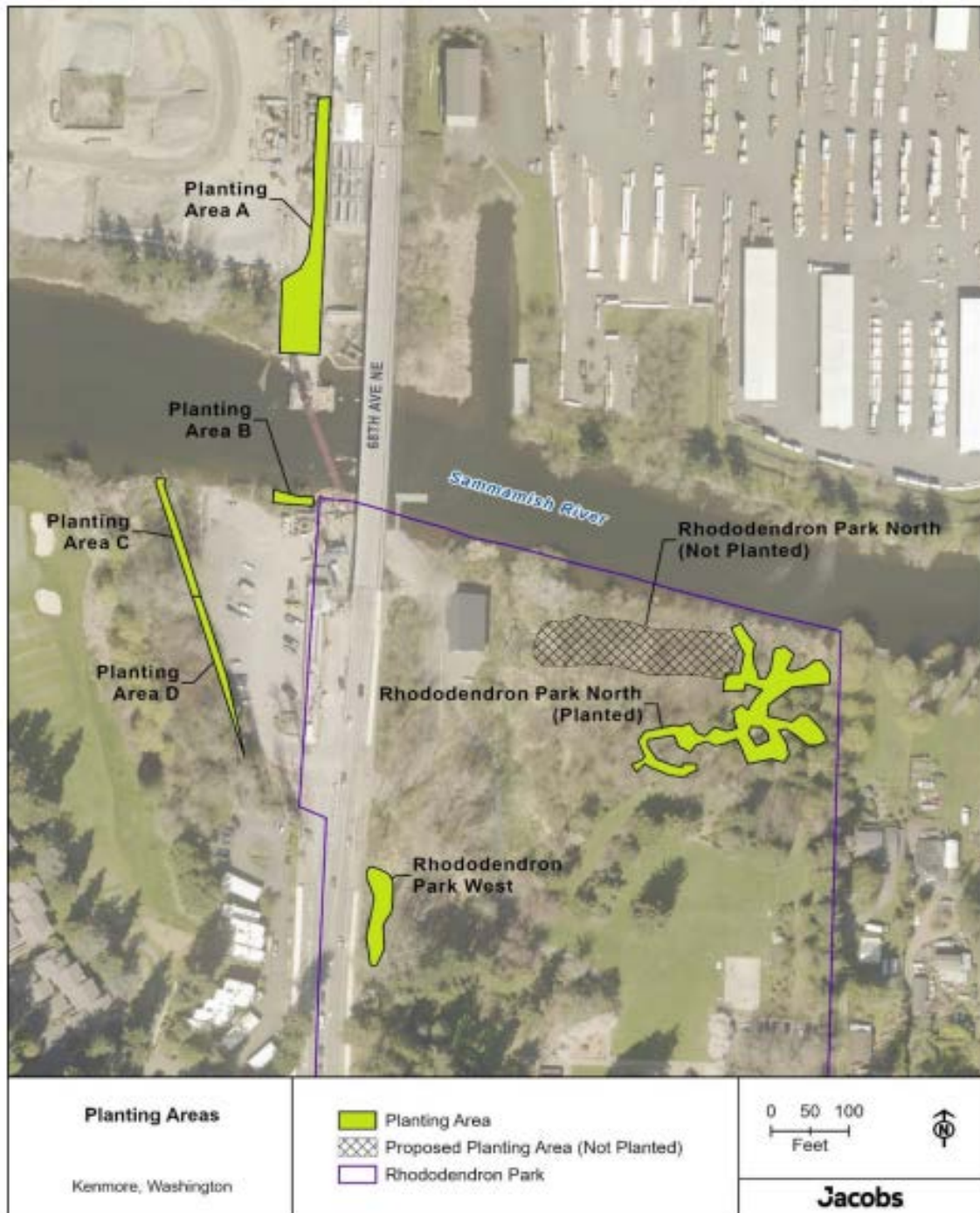
XIII. E. Authorize the City Manager to execute Contract No. 24-C3074 wit...

Site 3: Rhododendron Park

6910 NE 170th ST
Kenmore, WA 98028
and

Site 4: Kenmore Boat Launch

17150 68th AVE NE
Kenmore, WA 98028



Site 5: NE 190th ST Culvert **Corner of 61st Ave NE & NE 190th ST** **Kenmore, WA 98028**

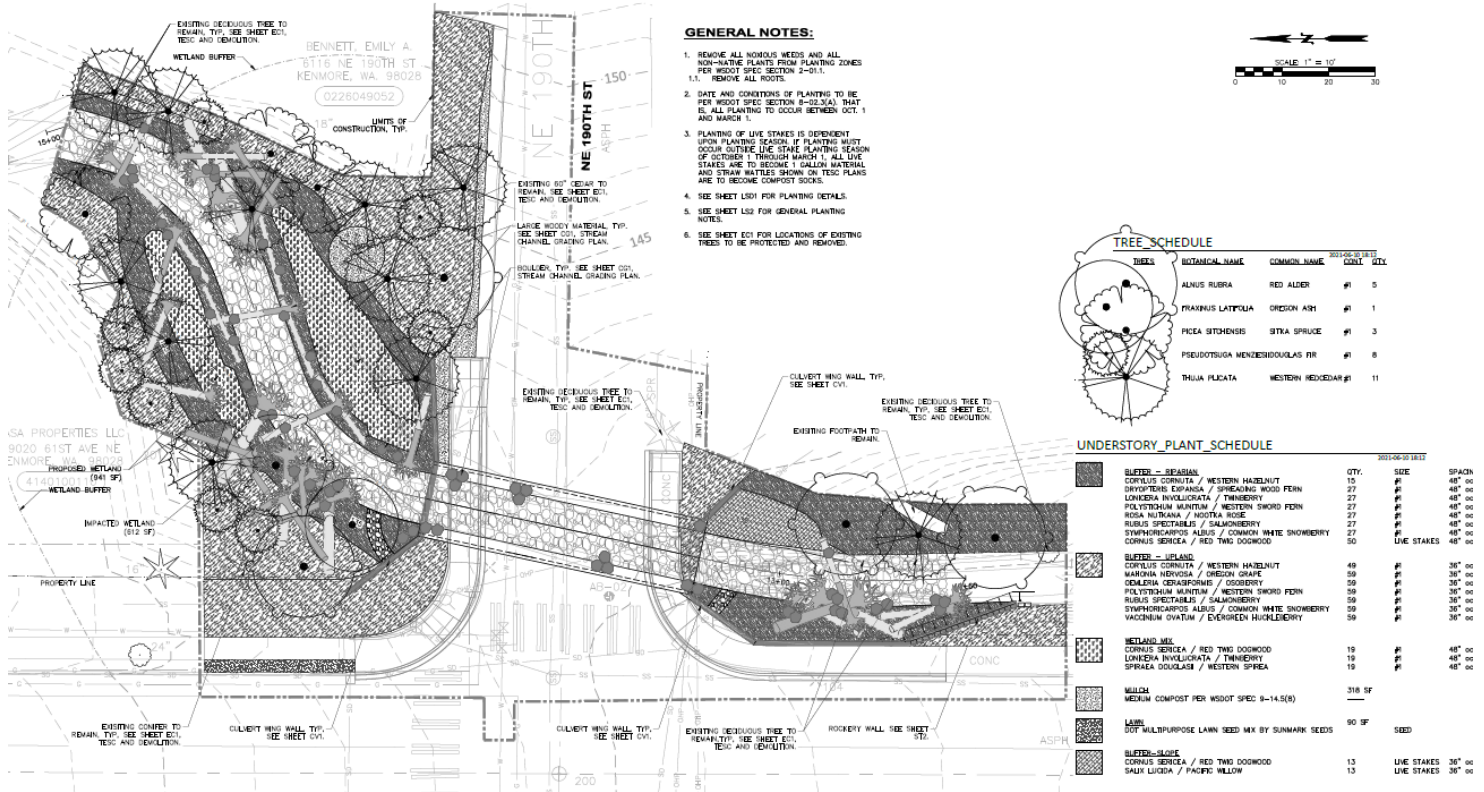


EXHIBIT B Schedule of Prices

Site 1: Log Boom Park

17415 61st Ave NE
Kenmore, WA 98028

See Figure A. Log Boom Park Mitigation Areas

Maintenance Task	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
Task 1: Initial Site Clean-up	Each site will need an initial one-time clean-up to get it to a maintainable level. This includes general weeding, invasive removal, and loose trash removal.	1	\$9,460.00	\$9,460.00
Task 2: Weeding & Invasive Removal	Monthly November thru February; Bi-monthly March thru October	20	\$1,064.25	\$21,285.00
Task 3: Trash & Debris Removal	Every Visit	20	\$591.25	\$11,825.00
Task 4: Mulch	Annually, ideally prior to growing season.	1	\$4,730.00	\$4,730.00
Total Annual Cost for Site 1			\$47,300.00	

Site 2: ʔaxʷadis/Tl' awh-ah-dees Park**7515 NE 175th ST****Kenmore, WA 98028**

See Figure B: ʔaxʷadis Park Mitigation Sites

Maintenance Task	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
Task 1: Initial Site Clean-up	Each site will need an initial one-time clean-up to get it to a maintainable level. This includes general weeding, invasive removal, and loose trash removal.	1	\$10,750.00	\$10,750.00
Task 2: Weeding & Invasive Removal	Monthly November thru February; Bi-monthly March thru October	20	\$1,209.38	\$24,187.50
Task 3: Trash & Debris Removal	Every Visit	20	\$671.88	\$13,437.50
Task 4: Mulch	Annually, ideally prior to growing season.	1	\$5,375.00	\$5,375.00
Total Annual Cost for Site 2		\$53,750.00		

Site 3: Rhododendron Park

**6910 NE 170th ST
Kenmore, WA 98028**

See Figure C. Rhododendron Park North, Rhododendron Park West

Maintenance Task	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
Task 1: Initial Site Clean-up	Each site will need an initial one-time clean-up to get it to a maintainable level. This includes general weeding, invasive removal, and loose trash removal.	1	\$8,170.00	\$8,170.00
Task 2: Weeding & Invasive Removal	Monthly November thru February; Bi-monthly March thru October	20	\$919.13	\$18,382.50
Task 3: Trash & Debris Removal	Every Visit	20	\$510.63	\$10,212.50
Task 4: Mulch	Annually, ideally prior to growing season.	1	\$4,085.00	\$4,085.00
Total Annual Cost for Site 3		\$40,850.00		

Site 4: WDFW Kenmore Boat Launch17150 68th Ave NE

Kenmore, WA 98028

See Figure C. Planting Areas A, B, C, & D

Maintenance Task	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
Task 1: Initial Site Clean-up	Each site will need an initial one-time clean-up to get it to a maintainable level. This includes general weeding, invasive removal, and loose trash removal.	1	\$8,170.00	\$8,170.00
Task 2: Weeding & Invasive Removal	Monthly November thru February; Bi-monthly March thru October	20	\$919.13	\$18,382.50
Task 3: Trash & Debris Removal	Every Visit	20	\$510.63	\$10,212.50
Task 4: Mulch	Annually, ideally prior to growing season.	1	\$4,085.00	\$4,085.00
Total Annual Cost for Site 4		\$40,850.00		

Site 5: NE 190th ST Culvert
Corner of 61st Ave NE & NE 190th ST
Kenmore, WA 98028

See Figure D: NE 190th ST Culvert Mitigation Areas

Maintenance Task	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
Task 1: Initial Site Clean-up	Each site will need an initial one-time clean-up to get it to a maintainable level. This includes general weeding, invasive removal, and loose trash removal.	1	\$0	\$0
Task 2: Weeding & Invasive Removal	Monthly November thru February; Bi-monthly March thru October	20	\$886.88	\$17,737.50
Task 3: Trash & Debris Removal	Every Visit	20	\$453.13	\$9,062.50
Task 4: Mulch	Annually, ideally prior to growing season.	1	\$3,225.00	\$3,225.00
Total Annual Cost for Site 5		\$30,025.00		

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D
W-9

ATTACHMENT A
RFP#24-C3074 Proposal

XIII. E. Authorize the City Manager to execute Contract No. 24-C3074 wit...



City Council Agenda Bill

City of Kenmore, WA

Subject/Topic: Contract for services for landscape maintenance to maintain right of way improvements installed as part of Walkways and Waterways on Juanita Drive NE and 68th Ave NE as well as the West Sammamish River Bridge Replacement project. Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 24-C3076 in an amount not to exceed \$420,000 through December 2026.	For Council Meeting Agenda of: 09/09/2024 Department: Public Works Operations Prepared by: Jennifer Gordon, Public Works Operations Director <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"></th><th style="text-align: right;"><u>Initial & Date</u></th></tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>JG 9/9/24</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>NA</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>MM 9/5/24</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RG 9/5/24</u></td></tr> </tbody> </table> Attachments/Exhibits: 1. Draft Contract 24-C3076 for Landscape Maintenance Services 2. RFP 24-C3076		<u>Initial & Date</u>	Approved by Department Head:	<u>JG 9/9/24</u>	Approved by City Attorney:	<u>NA</u>	Approved by Finance Director:	<u>MM 9/5/24</u>	Approved by City Manager:	<u>RG 9/5/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>JG 9/9/24</u>										
Approved by City Attorney:	<u>NA</u>										
Approved by Finance Director:	<u>MM 9/5/24</u>										
Approved by City Manager:	<u>RG 9/5/24</u>										
Summary: The City recently completed landscape improvements within the right of way along Juanita Drive NE and 68th Ave NE, including the Sammamish Bridge. This maintenance contract is for the ongoing landscape maintenance along the entire corridor.											
Information/Background: The City plans for infrastructure improvements of City property or within City rights of ways as part of the Capital Improvement Plan. In most cases these projects add new infrastructure the City then has to maintain forever or until something new goes in its place. The new improvements include sidewalk, irrigated landscaped amenity zones and medians, artwork, lighting, restoration planting, fencing, and guardrails, etc. The City does not have the adequate staff or other resources required to take on the additional maintenance using in-house resources and therefore must contract for ongoing routine maintenance. Once the new Public Works Operations Center is completed, we will assess the need to continue to contract out this type of work or bring it in-house.											

Requests for Proposals (RFP) were advertised on the MRSC Small Works Roster for landscape maintenance services to maintain the areas through the end of 2024 and the 2025-2026 biennium. Three proposals were received ranging in an annual cost of \$157K to \$212K. City staff is currently reviewing proposals and is asking the City Council to authorize the City Manager to execute a contract for maintenance services in an amount not to exceed \$420,000 with the selected contractor.

Fiscal Consideration:

The work within the contract will be covered in the existing 2023-2024 Street Fund for work completed in 2024 and will be budgeted in the 2025-2026 Street Fund biennial budget for work through the end of 2026.

City Council Priority or Budget Objective Being Addressed:

The City's top priority will always be fulfilling its core mission which includes maintaining the City's infrastructure and complying with state and federal mandates.

City of Kenmore Contract #: 24-C3076

Authorized Amount: \$420,000

Date Start: September 10, 2024

Date End: December 31, 2026

AGREEMENT FOR SERVICES – CONTRACTOR

**[Use for Contractor Services (i.e., Maintenance) that are not part of a public works project/Do not use for Professional/Consultant Services]
[INSERT PROJECT NAME/DESCRIPTION]**

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation (“City”) and [Insert Contractor's Company Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

RECITALS:

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

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

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

1. Scope and Schedule of Services to be Performed by Contractor.

Contractor shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Contractor acknowledges and understands that it is not the City’s exclusive provider of these services and that the City maintains its unqualified right to obtain these services through other sources. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed

2. Time of Completion.

Upon the effective date of this Agreement, Contractor shall complete the work and provide all goods, materials, and services through December 31, 2026.

3. Compensation and Method of Payment.

The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit "C," attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000), including applicable Washington State Sales Tax, for the services contemplated in this Agreement. The Contractor shall request payment for work performed using the billing invoice form at Exhibit "C."

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

If the City objects to all or any portion of an invoice, it shall notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized goods, materials, or services. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorneys' fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

B. Final Payment: Waiver of Claims. CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. Prevailing Wages.

Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

5. Changes.

The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Contractor determines, for any reason,

that an amendment is necessary, Contractor must submit a written amendment request to the person listed in the Notice section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Contractor fails to require an amendment within the time allowed, the Contractor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the amended work; however, the Contractor may elect to protest the adjustment as provided in Subsection A through E of the Claims Section below.

The Contractor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

6. Claims.

If the Contractor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;

2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. *Failure to Protest Constitutes Waiver.* By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

7. Limitation of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

8. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing September 10, 2024 and ending December 31, 2026 unless sooner terminated under the provisions hereinafter specified. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

9. Independent Contractor.

Contractor and City agree that Contractor is an independent contractor with respect to the services

provided pursuant to this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

10. Indemnification.

- A. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance.

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

- A. *Minimum Scope of Insurance.* Contractor shall obtain insurance of the types described below:
 - 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 Contractor's Commercial General Liability insurance policy with respect to the work 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.* Contractor 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.* The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

G. *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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

12. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

13. City's Right of Inspection and Audit.

- A. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work 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 Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- B. 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. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

14. Contractor to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Contractor 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 the Contractor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

15. Work Performed at the Contractor's Risk.

The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and

the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

16. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
- D. The Contractor reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.
- E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

17. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

18. Discrimination Prohibited.

The Contractor shall not discriminate against any employee, applicant for employment, or any

person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

19. Assignment and Subcontract.

The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City. Any assignment made without the prior approval of the City is void.

20. 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.

21. Compliance with Laws.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

22. 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.

23. 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 send to the following address:

City Clerk

City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

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

Phone No.: _____
Email: _____

24. Applicable Law; Venue; Attorney's Fees.

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

25. Severability.

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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the dates listed below.

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF KENMORE:

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Kenmore City Attorney's Office

EXHIBIT A

Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following: (See Attached)

EXHIBIT B

Rates for Services to be Provided by Contractor. The Contractor shall furnish the services in accordance with the following rates: (See attached as Exhibit B.)

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Contract for Services

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Updated 5/2022 IBDR MK 1/2024

XIII. F. Authorize the City Manager to execute Contract No. 24-C3076 for...

EXHIBIT D

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

or

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those

from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later

Cat. No. 10231X
Form **W-9** (Rev. 10-201)

**City of Kenmore**

18120 68th Ave NE
Kenmore, WA 98028
(425) 398-8900
www.kenmorewa.gov

Request for Proposal #24-C3076
ROW Landscape Maintenance Juanita DR & 68th AVE Corridor

Issue Date: Wednesday, August 7, 2024

Mandatory Pre-Proposal Site Tours scheduled for:
Thursday, August 15, 2024 @ 8:00AM @
WDFW Kenmore Boat Launch
17150 68th Ave NE
Kenmore, WA 98028

Electronic Proposals Only to qproffitt@kenmorewa.gov
Due Date and Time:
Thursday, August 29, 2024, by 1:00PM PST

Background

The City of Kenmore is located at the north end of Lake Washington a few miles north of Seattle and has a population of just over 24,000. Kenmore has been an established community since the early 1900's and incorporated as a city in 1998; its exceptional location is convenient not only to Seattle but to employment centers on the Eastside and Snohomish County.

In recent years, the City of Kenmore has completed major capital improvements including projects that installed connected sidewalks and landscape running from the northern city limits on 68th Ave NE to the southern city limits on Juanita Drive NE.

City of Kenmore

The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation. The successful Contractor must comply with the City of Kenmore's equal opportunity requirements.

Environmental stewardship is one of Kenmore City Council's top priorities. We recognize it is our responsibility to protect and preserve the natural environment. With the adoption of our Climate Action Plan, the City is committed to sustainable practices, using resources efficiently, reducing pollution and adhering to environmental regulations.

Description of Work

The City of Kenmore ("City") is seeking proposals from qualified vendors to provide vegetation management and maintenance services within select mitigation sites in the City.

Term of Contract

Work under this contract may start as soon as the contract is executed but all work will be completed by December 31, 2026. Specific tasks in the scope of work must be performed within the indicated timelines.

Communication

Upon release of this request for proposal (RFP), all vendor communications concerning this information request should be directed in writing to the City Project Manager listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

City Project Manager: Quinn Proffitt, Parks & Streetscapes Maintenance Supervisor
Mailing Address: 18120 68th Ave NE, Kenmore, WA 98028
Cell Phone: (206) 914-4739
Email: qproffitt@kenmorewa.gov

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PROPOSAL SUMITTAL & TIMELINE**Submittals**

In order to qualify for the project, bidders must submit all information requested in this RFP. **All submittals must be received electronically by 1:00PM on Thursday, August 29, 2024.** Bidders shall submit their proposal to **Quinn Proffitt** qproffitt@kenmorewa.gov with the subject line: **KENMORE ROW LANDSCAPE MAINTENANCE JUANITA DR & 68TH AVE CORRIDOR RFP#24-C3076 PROPOSAL**

Late submittals will not be accepted.

Tentative Timeline

Events	Date & Time
RFP Release via MRSC Small Works Roster	Wednesday, August 7, 2024
Mandatory Pre-Proposal Site Tour	Thursday, August 15, 2024 @ 8:00AM PST
Deadline to Submit Questions	Monday, August 19, 2024 @
Responses to Questions Provided	Wednesday, August 21, 2024
Proposal Responses due	Thursday, August 29, 2024 @ 1:00PM PST
City Council Approval of Contract	September 2024
New Contract in Place	September 2024

Mandatory Pre-Proposal Site Tour will be held on Thursday, August 15, 2024. Vendors are to meet at the WDFW Kenmore Boat Launch located at 17150 68th Ave NE, Kenmore, WA at 8:00AM. Participation in the Mandatory Pre-Proposal Site Tour is required for your proposal to be considered valid.

Questions/Clarifications Regarding RFP

Requests for interpretation/clarification of the RFP document must be made in writing and submitted to the Project Manager via email. All oral communication will be considered unofficial and non-binding on the City. Responses to the questions/clarifications will be emailed to the entire list of proposal packet holders on August 21, 2024.

RFP Addendums

The City reserves the right to change the RFP schedule or issue addendums to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

Rejections of Proposal

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in the proposal, and to accept any proposal deemed to be in the best interest of the City.

City of Kenmore

Proposal Modification and Clarifications

The City reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, and executed and submitted in the same form and manner as the original proposal.

Proposal Validity Period

Submission of a proposal will signify the Contractor's agreement that its proposal, and the content thereof, are valid for 180 calendar days following the submittal deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract negotiated between the City and the successful Contractor.

Proposal Submittal Procedures

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Contractor proposals must be submitted in the format specified below. Contractors that deviate from this format may be deemed non-responsive.

Proposal Requirements and Format

All costs for developing a response to this RFP are the obligation of the contractor and are not chargeable to the City. The contractor must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the City's project manager. Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFP.

Complete Proposal

1. **Company Information and Executive Summary (Form #1)** – provide a brief summary of your proposed approach and understanding of this work (as identified in **Attachment "A"**), including company philosophy and experience. Form #1 must be made in the official name of the firm or individual under which business is conducted (showing official business

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address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate the place and date of incorporation.

2. **Work Plan & Employee Training Plan** - Provide an overall description of how you propose to organize and perform work to ensure consistency with maintenance frequency (as identified in **COST PROPOSAL FORM #2** and an acceptable work product. Describe how employees will be provided initial training and any on-going training that any person working under this contract will receive from Contractor. **Please include the company's organizational chart and equipment inventory.**
3. **Project Manager & Work Supervision** - Identify the individual you propose to assign as an on-site supervisor/manager and include a statement of qualifications and/or resume for this individual. This individual is also subject to, and the award is contingent upon successful background check. Provide supervisor oversight plan addressing how the work will be monitored, service consistency achieved, and accuracy measured. This person(s) will work directly with the City Project Manager and other personnel assigned to City sites.
4. **Proposal Cost** - Complete and submit pricing in the format outlined in the City's submittal sheet, (**Form #2**) with your proposal response.
5. **References** –A list of references of at least three (3) completed or current plans/projects within the last four years of this size and nature. Municipal references are desirable but not required. The City reserves the right to contact references without prior notification. Please include examples of past work.

Proposal Submission Checklist

The Contractor's proposal must include the following items:

- ✓ **Form #1 – Company Information and Executive Summary**, signed by the Contractor representative authorized to bind the proposing firm contractually. Attach to this form documentation showing that the contractor is duly organized and validly existing as a corporation or partnership in good standing.
- ✓ **Contractors Project Manager** - Provide the project manager's information and credentials that will be responsible for this job, along with the proposed team that will be working in the City under this contract (please describe each person's professional qualifications and years of applicable experience).
- ✓ **Company Organizational Chart**
- ✓ **Equipment Inventory List**
- ✓ **Examples of Past Work**
- ✓ **Form #2 – Proposal Cost**
- ✓ **Client References** - Three (3) professional references, including:
 - o Client Name
 - o Client Contact & Title
 - o Client Phone Number

City of Kenmore

- o Client Email
 - o Summary of services provided
- ✓ **Attachment C: NON-COLLUSION CERTIFICATE**

Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost proposal. The objective is to choose a Contractor capable of providing reliable, quality product and service within a reasonable budget.

Evaluations will be based on cost, equipment and suitability, references, experience with similar work, quality of past work, additional materials submitted with proposal, local company offices and ability to perform the work within the necessary timeline.

Evaluation Criteria	Weight
Proposed Fees/Cost	50
Qualifications – Show a comprehensive organizational chart (or similar explanation of team member roles and responsibilities), including summaries of key team members. Team member qualifications, particularly those of the site lead, are important.	25
Relevant Project Experience and Understanding – Overall assessment and demonstration of capability to meet the standards set forth in RFP	15
Project References	10
Total	100

Selection and Award

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Contractor who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed above). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.

Contractor Presentation, Committee Interview and/or Additional Information or Reviews

After the submitted proposals have been evaluated, the Selection Committee will determine whether formal presentations and/or interviews are necessary, and if so, which Contractors will be invited to participate. The City may choose to contact officials from other jurisdictions regarding the Contractor, their prior work experience and their ability to successfully complete the Scope of Services. The City may request clarification or additional information from a specific Contractor in order to assist in the City's evaluation of proposal. Finally, the City may require changes in the Scope of Services as deemed necessary by the City, before execution of any contract.

City of Kenmore

Apparently Successful Contractor

The combined score of the proposal evaluations and Contractor presentations and interviews (if applicable) will determine the Apparently Successful Contractor.

Final Negotiations

The Apparent Successful Contractor may be asked to meet with the City to negotiate a final Contract. The Apparent Successful Contractor will be expected to enter into a contract (**Attachment "D" Sample Contract**) with the City.

Final Selection

Once negotiations are complete, the Project Manager will formulate a recommendation for the award of the Contract to the City Manager. Depending on the overall cost, the contract may require approval by the City Council before execution.

Contract Award and Execution

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Contractor can offer.

The City shall not be bound or in any way obligated until both parties have executed the Contract.

The general conditions and specifications of the RFP and the Apparently Successful Contractor's proposal, as amended by Contract between the City and the Apparently Successful Contractor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Contractor representations that appear in the proposal. Failure of a Contractor to perform services as represented may result in elimination of the Contractor from further completion or in the Contract cancellation or termination.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiations of the final Contract.

If the selected Contractor fails to sign the Contract within five (5) business days of delivery of the final Contract, the City may elect to cancel the award and award the Contract to the next highest ranked Contractor.

All parties may incur no cost chargeable to the proposed Contract before the date of execution of the Contract.

TERMS AND CONDITIONS**Proposal Signatures**

City of Kenmore

1. An authorized representative must sign proposals, with the Contractor's address, telephone and email information provided. Unsigned proposals will not be considered.
2. If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
3. If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
4. The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute the contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as nonresponsive.

Contract Negotiation

City representatives and any one (or more) Contractor may review in detail all aspects of the requirements and the submittal as part of the contract negotiation process prior to any formal approval of a contract or the selection of a Contractor by the City Council or other applicable City authority.

Prevailing Wage

The vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. The applicable wage rates are set forth in the [State of Washington Wage and Hour Surveys Schedule, RCW 39.12.020](#).

Wage rates may be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract.

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected contractor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages" on an annual basis. A copy of the Approved Notice of Intent to Pay Prevailing Wages must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement:

"I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage

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*Rates for Public Works Contracts issued by the State of Washington
Department of Labor and Industries."*

The selected vendor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of each contract year to the City before the last payment of a contract year will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, [RCW 39.12.060](#) and [WAC 296-127-060](#).

Non-Endorsement Certificate

As a result of the selection of a Contractor to supply products and/or services to the City, Contractor agrees not to make any reference to the City in any literature, promotional materials, brochures, sales presentations or the like without the express written consent of the City.

Non-Collusion Certificate

Proposals submitted in response to this RFP shall include the Non-Collusion Certificate (**Attachment "C"**).

Insurance Requirements

The Contractor awarded the Contract shall maintain insurance sufficient to protect the Contractor's business against all applicable risks as set forth in **Attachment "D" Sample Contract**. The Contractor will cause the indemnified parties, to be named as additional insureds on the policy required under the agreement and shall cause its insurance to be primary to any insurance carried by indemnified parties. The Insurance documentation provided to the Contractor will reference the City's contract number.

Equal Opportunity Requirements

The City is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity. The Contractor, in performance of the Contract, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, physical handicap, or sexual orientation.

Compliance with Laws and Regulations

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded the Contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

City of Kenmore

Kenmore Business License

The Contractor must obtain a City of Kenmore business license prior to any work performed under the contract.

Ownership of Documents

Any reports, maps, studies, conclusions and summaries prepared by the Contractor shall become property of the City.

Performance Expectations

If the Contractor has had a contract terminated for default during the past five (5) years, all such instances must be described. "Termination for default" is defined as notice to stop performance due to the Contractor's non-performance or poor performance, and the issue was either (a) non-litigated; or (b) litigated and such litigation determined the Contractor to be in default.

Submit full details of all terminations for default experienced by the Contractor during the past five (5) years, including the other party's name, address and telephone number. Present the Contractor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Contractor's proposal if the facts discovered indicate completion of a Contract resulting from this RFP may be jeopardized by selection of the Contractor.

If the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A Contractor response that indicates the requested information will only be provided if and when the Contractor is selected as the apparently successful Contractor is not acceptable. Restricting the Contractor's response to include only legal actions resulting in termination for default is also not acceptable. The City reserves the right, but is not obligated to, reject any proposal not including the appropriate performance information per this section.

City of Kenmore**ATTACHMENT "A"****SCOPE OF SERVICES**

The general scope of work is to include general landscape maintenance along the 68th Ave & Juanita DR corridor and some adjoining streets within the City of Kenmore. The work will include the removal of invasive plants, noxious weeds, misc. weeds, general trash and debris clean up, dead plant removal, planting, and mulching. The contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation, traffic control if needed (traffic control plans to be approved by the City in advance), and other items necessary for the complete maintenance and landscaping in accordance with the provisions herein, of the following locations.

Site #1: 68th Ave NE 198th ST to NE 182nd ST

Site #2: 68th Ave NE from NE 175th ST to NE 170th ST (Sammamish River Bridge)

Site #3: Juanita Drive NE from NE 170th ST to NE 143rd ST

Site #4: NE 153rd PL from Juanita Drive to 70th Ave NE

The maps in Attachment "B" demonstrate the work areas. They are for general information only.

- A. The areas to be maintained in the ROW include but are not limited to landscaped areas that include trees, shrubs, and ground covers. This work will also include hardscapes – sidewalks, bases of walls, and tree squares.
- B. The Contractor shall replace, at the Contractor's own expense, any groundcover, trees, shrubs or other plant materials requiring replacement through negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the Contractor shall be of top-quality condition and shall be guaranteed by the Contractor for one year.
- C. Contractor's operations and activities pursuant to a contract awarded from this Request for Proposals shall be under the control and supervision of the City's Parks & Streetscapes Maintenance Supervisor or their designee (City Project Manager).
- D. Prior to beginning work, the City's Project Manager will hold a kick-off meeting to go over the terms of the contract and to discuss the annual plan for the maintenance at each site. The Contractor shall submit the work schedule to the City's Project Manager. The schedule must look ahead at least three months. **Any changes to the schedule must be submitted to the City Project Manager at least a week BEFORE the work dates are**

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modified. The Contractor shall establish a routine work schedule such that, to the extent possible, work shall be performed on the same day and time each visit to complete the contract work and shall be included in the proposal. **Maintenance activities may be performed between the hours of 7:00 AM and 3:00 PM, Monday through Friday. Advanced approval is required to work weekend days or on City observed holidays.**

- E. If the work requires traffic control (i.e. medians) maintenance activities may only be performed between the hours of 9:00AM and 3:00PM. All traffic control plans must be approved by the City prior to any work commencing.**
- F. If additional work or services is desired either by the City or the Contractor, a Discretionary Work Request Form shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work services. Written approval by the City must be obtained prior to the start of any additional work.**
- G. The Contractor will notify the City prior to every visit and provide the City with a documented summary of work completed after each visit. This should be received by the City via email within one week of the work being completed. The summary of work completed shall include:**
 - a. Date;
 - b. Arrival Time and Departure Time;
 - c. Staff onsite.
 - d. Detailed report of work completed.
 - e. Notes/Comments (to include any items requiring attention or that may need a discretionary request to have the work completed – property damage, hazards, etc.).

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

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

General Notes

The Contractor shall be responsible for notifying the City of any less-than-ideal conditions that may cause potential harm to the plantings (i.e. extremely wet areas, extremely dry areas, broken irrigation, animal damage that could cause potential harm to the existing plantings).

Landscape Beds

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

Pruning & Shrub Trimming

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

Bed Maintenance

1. Landscape beds and tree squares shall be kept free of weeds, trash, and debris.
2. Weeding shall be done mechanically. Chemical applications may be used on a limited basis and will be restricted to the use of herbicides. The City reserves the right to limit the use of specific herbicides and/or application of said herbicides.
3. Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor at their expense, in a timely manner. Where irrigation is available, this will include negligence in failing to provide adequate water supply to support healthy plant growth.
4. The Contractor may need to remove dead or damaged plants and replace them with the same plants of equivalent size, condition, and variety after obtaining written approval from the City. This will be done at the expense of the City unless plant damage or death

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was due to the Contractor's negligence in which place the replacement will be at the Contractor's expense. The replacement plant materials supplied by the Contractor shall be of top-quality condition and shall be guaranteed by the Contractor for one year.

Vegetation Management

The Contractor shall be responsible for mechanical control of natural areas (areas adjacent to manicured landscapes or hardscapes) by removing and/or trimming back invasive plant material (Blackberry, Scotch Broom, Morning Glory, Thistles, etc.) along the City's ROW encroaching onto maintained areas including, but not limited to sidewalks, fences, barriers, curbing, and walls to keep vegetation at bay from manicured landscapes and safely out of sight lines and the path of pedestrians, cyclists, and vehicles.

Leaf, Debris, and Trash Removal

Sweep and collect downed leaves, branches, and loose trash within the maintained areas and remove offsite. Debris shall not be blown into the street or dumped onsite. Debris shall be removed from planted areas and hardscaped areas.

Hardscapes

The Contractor shall be responsible for keeping hardscapes (sidewalks, curb, and block walls) clean and free of debris, loose trash as well as undesirable vegetation growing up through the hardscapes.

Pesticides

Chemical applications may be allowed in specific areas but must be pre-approved by the City before any application is to be made. Pesticide use will be restricted to the use of herbicides only. **All pesticide applications must be approved by the City prior to any application and shall be done in compliance with all federal, state, and local laws by a Washington State Department of Agriculture licensed applicator. Each application record shall be submitted to the City along the weekly work reports.**

Mulch

The Contractor shall apply mulch annually. Mulch will be specified and purchased by the City for the Contractor to install. This work shall be coordinated and scheduled with the City's Project Manager prior to work being completed. Mulch is to be installed in all maintained areas and will be spread evenly at a depth of 2-4 inches at all locations.

Irrigation

Irrigation does exist within some areas; however, the City of Kenmore will be responsible for all irrigation maintenance and operations except for any damage caused by the maintenance activities of the contractor. The contractor will be expected to report any damage to the City whether at fault or not.

City of Kenmore

Traffic Control

Traffic control will be minimal, but if traffic control is necessary to perform any work in the contract, it shall be in accordance with the current issue of the MUTCD (Manual for Uniform Traffic Control Devices) will be required. The Contractor shall submit a traffic control plan to the City. The Contractor shall not deviate from the approved traffic control plan. Traffic control shall be included in the service it is needed for.

Personal Protective Equipment

The Contractor shall ensure assigned crew is always equipped with all of the necessary personal protective equipment. The Contractor will be required to have staff wear identifiable clothing (company logo wear or reflective vests) while doing any work under the contract.

Discretionary Work Requests

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

City of Kenmore

Proposal - Form #1
Company Information and Executive Summary

To: City of Kenmore

From: Contractor Name _____

Contract Signer Authority _____

Contractor Project Lead _____

Contractor Address _____

City, State, Postal Code _____

Telephone Number _____

Email Address _____

1. Response:

In response to the City's Request for Proposal, we offer the following:

RFP# 24-C3076 ROW Landscape Maintenance Juanita DR & 68th Ave Corridor

2. Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City's Request for Proposal.

City of Kenmore

3. Executive Summary:

Name: _____

Signed: _____

Title: _____

Dated: _____

City of Kenmore

Form #2 – Cost Proposal**RFP# 24-C3076 ROW Landscape Maintenance Juanita DR & 68th Ave Corridor**

Name of Contractor:

The following price proposal sheet contains a frequency for each specific service. The Contractor shall submit prices based on frequencies listed within the Scope of Services (Attachment "A").

Site #1: 68th Ave NE from NE 198th ST to NE 182nd ST

Maintenance Task	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
Task 1: Initial Site Clean-up	Each site will need an initial one-time clean-up to get it to a maintainable level. This includes general weeding, invasive removal, trimming, and loose trash removal.	1	\$	\$
Task 2: Weeding & Invasive Removal	Once a week March thru November and Monthly December thru February	43	\$	\$
Task 3: Hardscapes Weeding & Blowing	Weekly	52	\$	\$
Task 4: Trash Removal	Weekly	52	\$	\$
Task 5: Leaf & Debris Removal	Weekly October thru December	12	\$	\$
Task 6: Vegetation Management	Monthly April thru September	6	\$	\$
Task 7: Groundcover Trimming	February, April, May, June, July, September	6	\$	\$

City of Kenmore

Task 8: Pruning Shrubs	February, April, May, June, July, September	6	\$	\$
Task 9: Pruning Trees	1 x (Jan/February) 1x (July/August)	2	\$	\$
Task 10: Mulch (Labor Only)	Annually (February)	1	\$	\$
Task 11: Traffic Control	Site specific as needed			
Subtotal Annual Cost for Site #1		\$		

Site #2: 68th Ave NE from NE 175th ST to NE 170th ST (Sammamish River Bridge)

Maintenance Task	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
Task 1: Initial Site Clean-up	Each site will need an initial one-time clean-up to get it to a maintainable level. This includes general weeding, invasive removal, trimming, and loose trash removal.	1	\$	\$
Task 2: Weeding & Invasive Removal	Once a week March thru November and Monthly December thru February	43	\$	\$
Task 3: Hardscapes Weeding & Blowing	Weekly	52	\$	\$
Task 4: Trash Removal	Weekly	52	\$	\$
Task 5: Leaf & Debris Removal	Weekly October thru December	12	\$	\$

City of Kenmore

Task 6: Vegetation Management	Monthly April thru September	6	\$	\$
Task 7: Groundcover Trimming	February, April, May, June, July, September	6	\$	\$
Task 8: Pruning Shrubs	February, April, May, June, July, September	6	\$	\$
Task 9: Pruning Trees	1 x (Jan/February) 1x (July/August)	2	\$	\$
Task 10: Mulch (Labor Only)	Annually (February)	1	\$	\$
Task 11: Traffic Control	Site specific as needed			
Subtotal Annual Cost for Site #2		\$		

Site #3: Juanita Drive NE from NE 170th ST to NE 143rd ST
NE 153rd PL from Juanita Drive NE to 70th Ave NE

Maintenance Task	Specification Notes	Estimated Annual Frequency	Cost per Frequency	Annual Cost
Task 1: Initial Site Clean-up	Each site will need an initial one-time clean-up to get it to a maintainable level. This includes general weeding, invasive removal, trimming, and loose trash removal.	1	\$	\$
Task 2: Weeding & Invasive Removal	Once a week March thru November and Monthly December thru February	43	\$	\$

City of Kenmore

Task 3: Hardscapes Weeding & Blowing	Weekly	52	\$	\$
Task 4: Trash Removal	Weekly	52	\$	\$
Task 5: Leaf & Debris Removal	Weekly October thru December	12	\$	\$
Task 6: Vegetation Management	Monthly April thru September	6	\$	\$
Task 7: Groundcover Trimming	February, April, May, June, July, September	6	\$	\$
Task 8: Pruning Shrubs	February, April, May, June, July, September	6	\$	\$
Task 9: Pruning Trees	1 x (Jan/February) 1x (July/August)	2	\$	\$
Task 10: Mulch (Labor Only)	Annually (February)	1	\$	\$
Task 11: Traffic Control	Site specific as needed			
Subtotal Annual Cost for Site #3		\$		

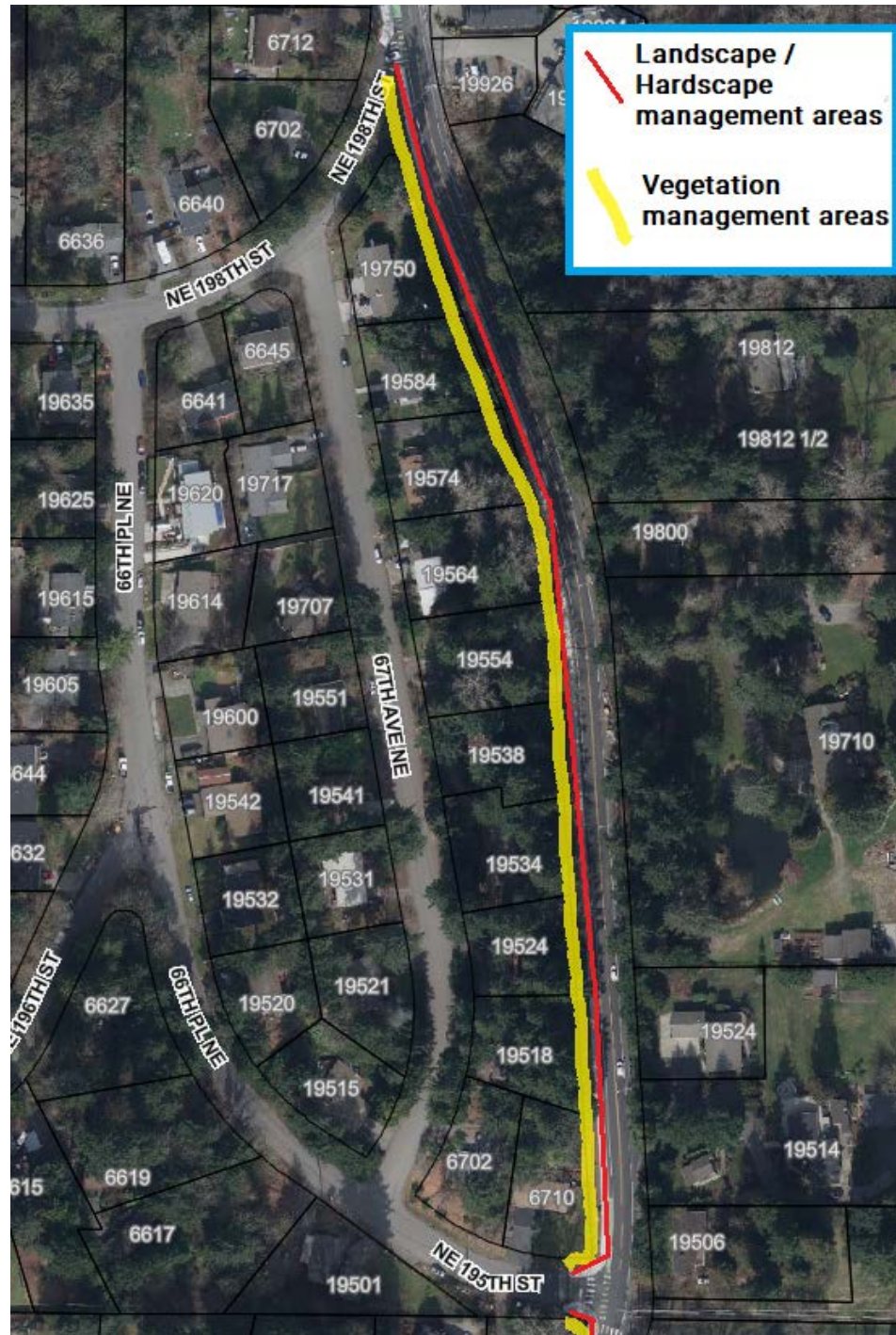
City of Kenmore

Total Cost for all Sites:

LOCATION	ANNUAL COST
SITE #1	
SITE #2	
SITE #3	
SUB-TOTAL OF ALL AREAS	
WSST @ 10.1%	
TOTAL ANNUAL COST	

City of Kenmore

Attachment "B" Work Areas

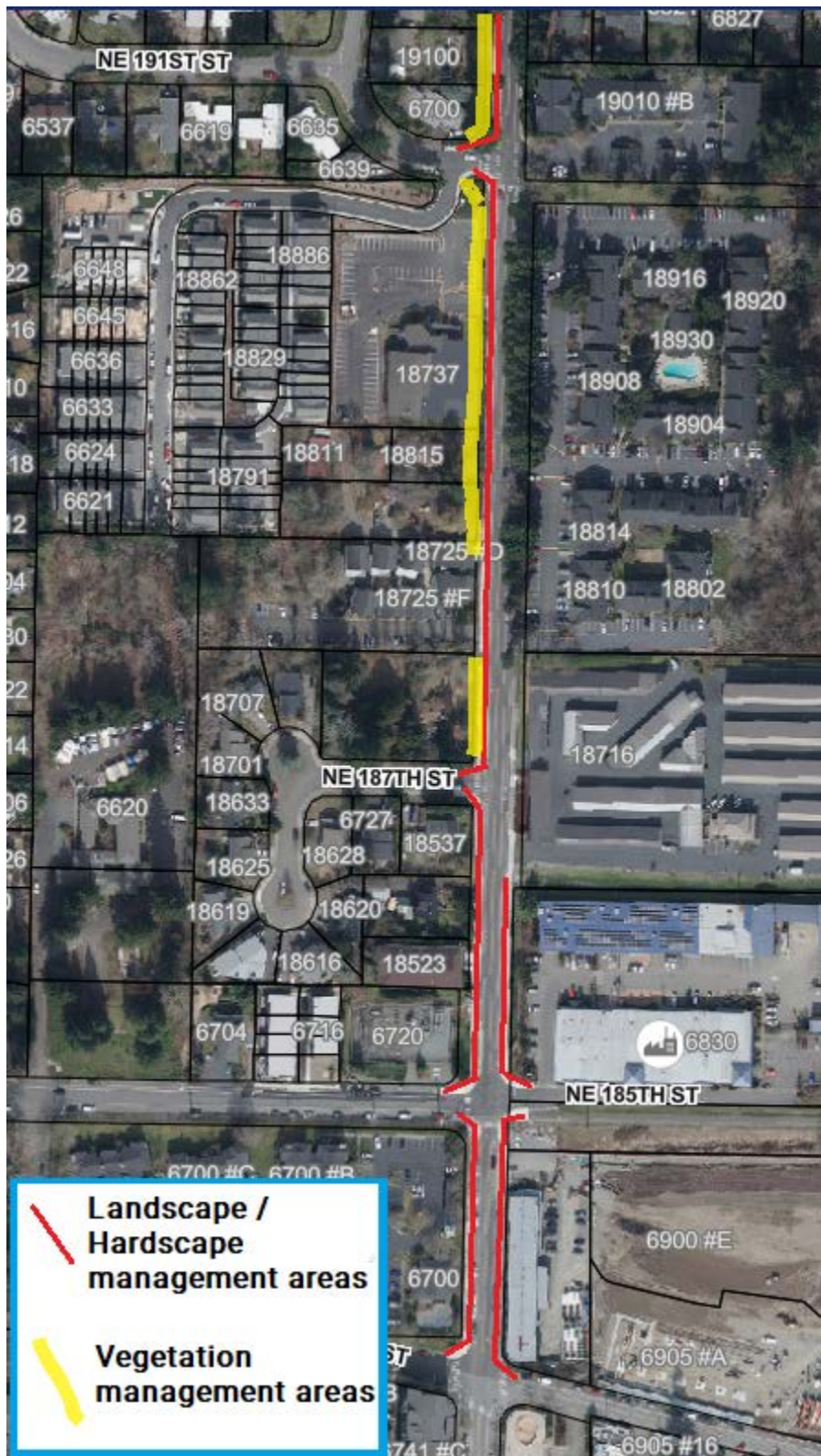
SITE #1: 68th Ave 19800 – 19500

City of Kenmore

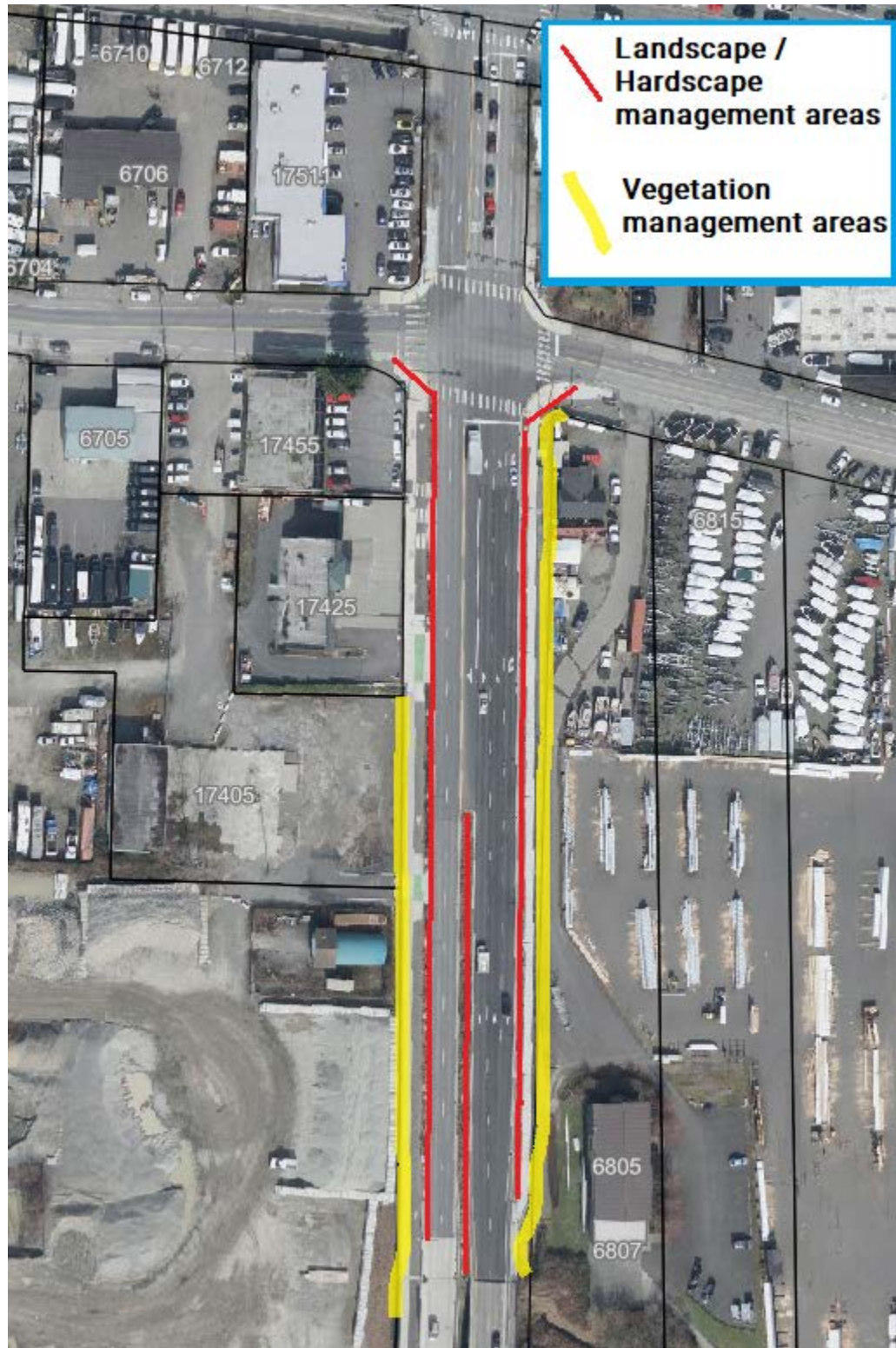
SITE #1: 68th Ave 19500 – 19000



City of Kenmore

SITE #1: 68th Ave 19000 – 18200

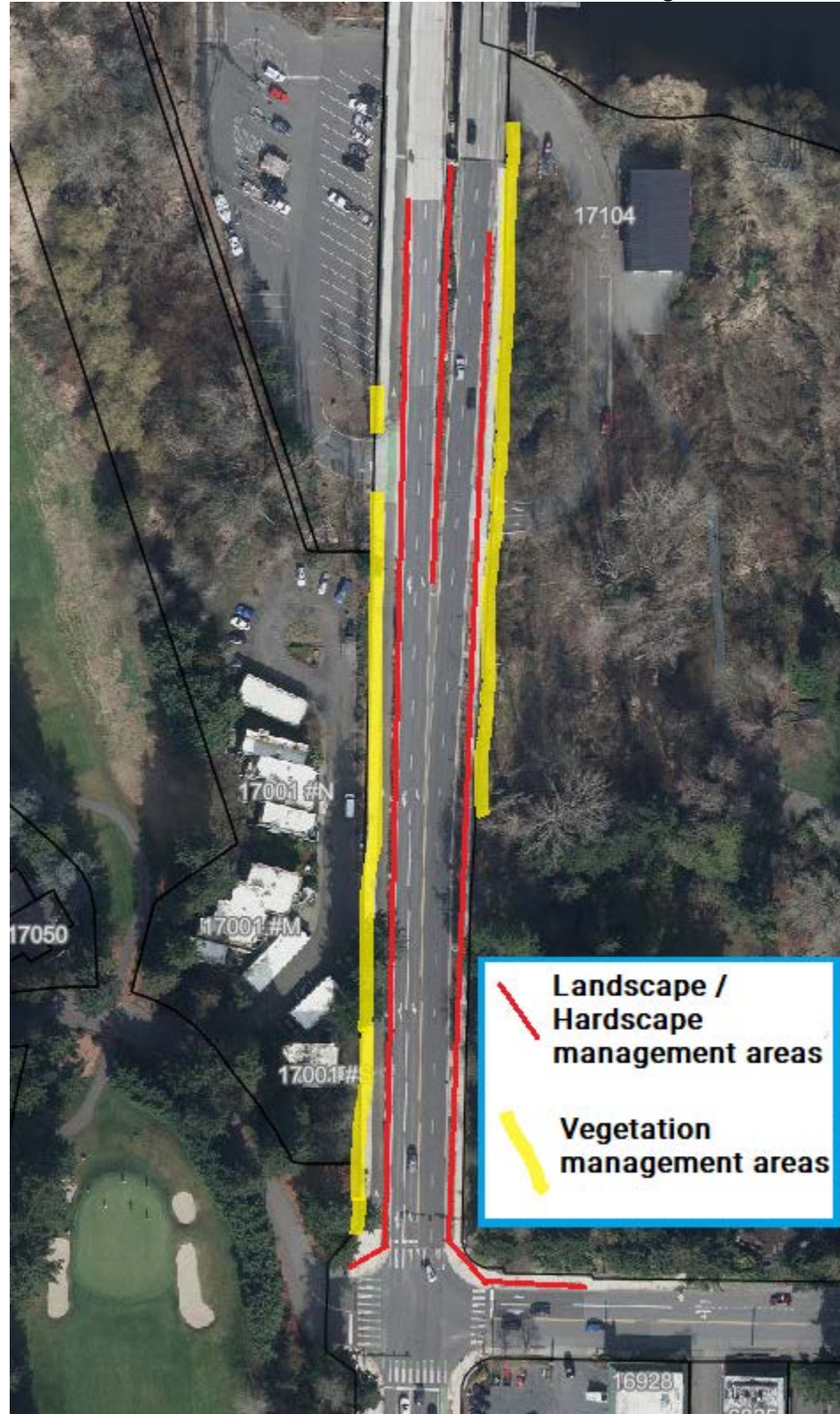
City of Kenmore

SITE #2: 68th Ave – Sammamish River Bridge “North”

City of Kenmore

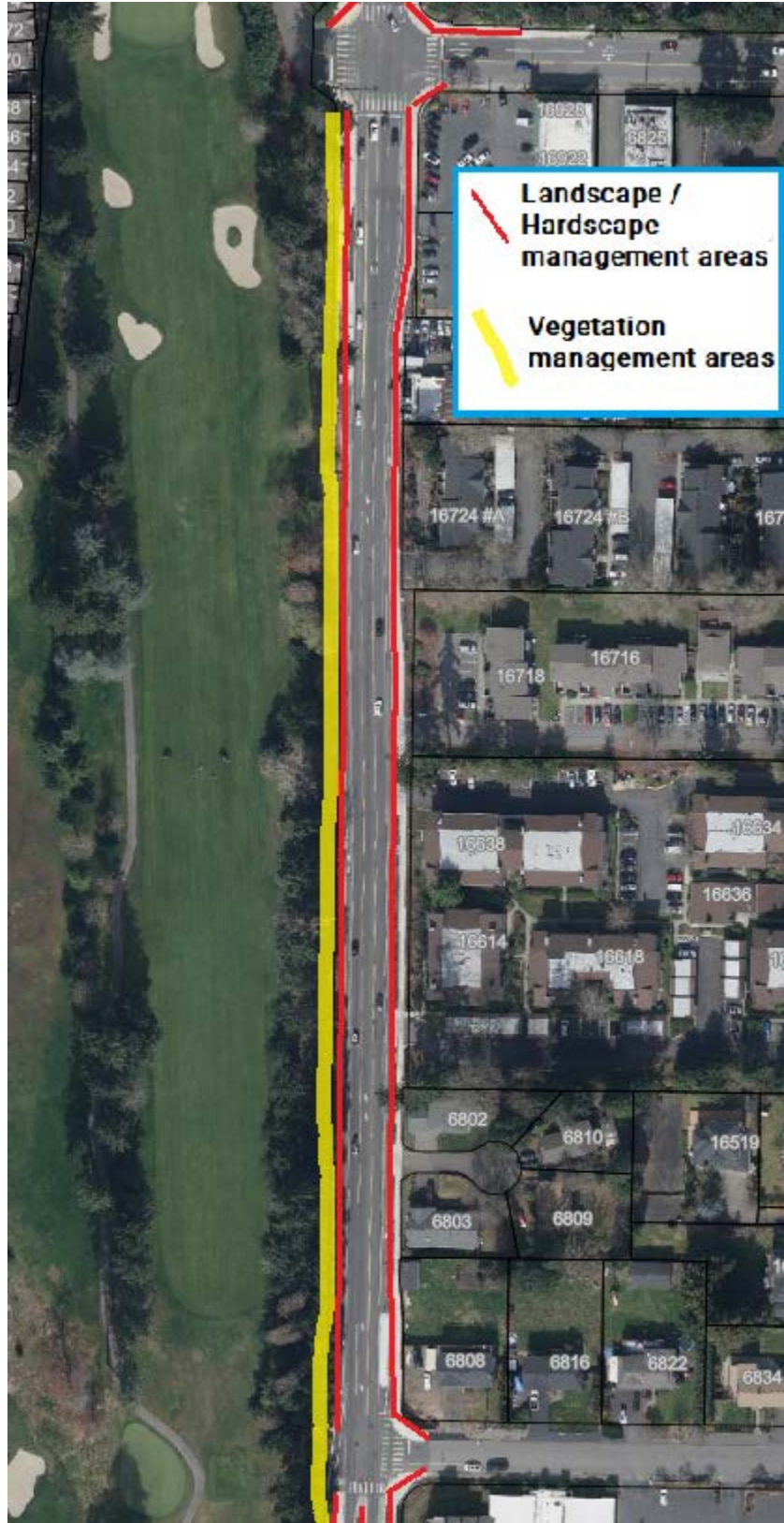
SITE #2: 68th Ave – Sammamish River Bridge “Promenade” (Hardscapes)

City of Kenmore

SITE #2: 68th Ave – Sammamish River Bridge “South”

City of Kenmore

SITE#3: Juanita Dr. 17000 – 16500



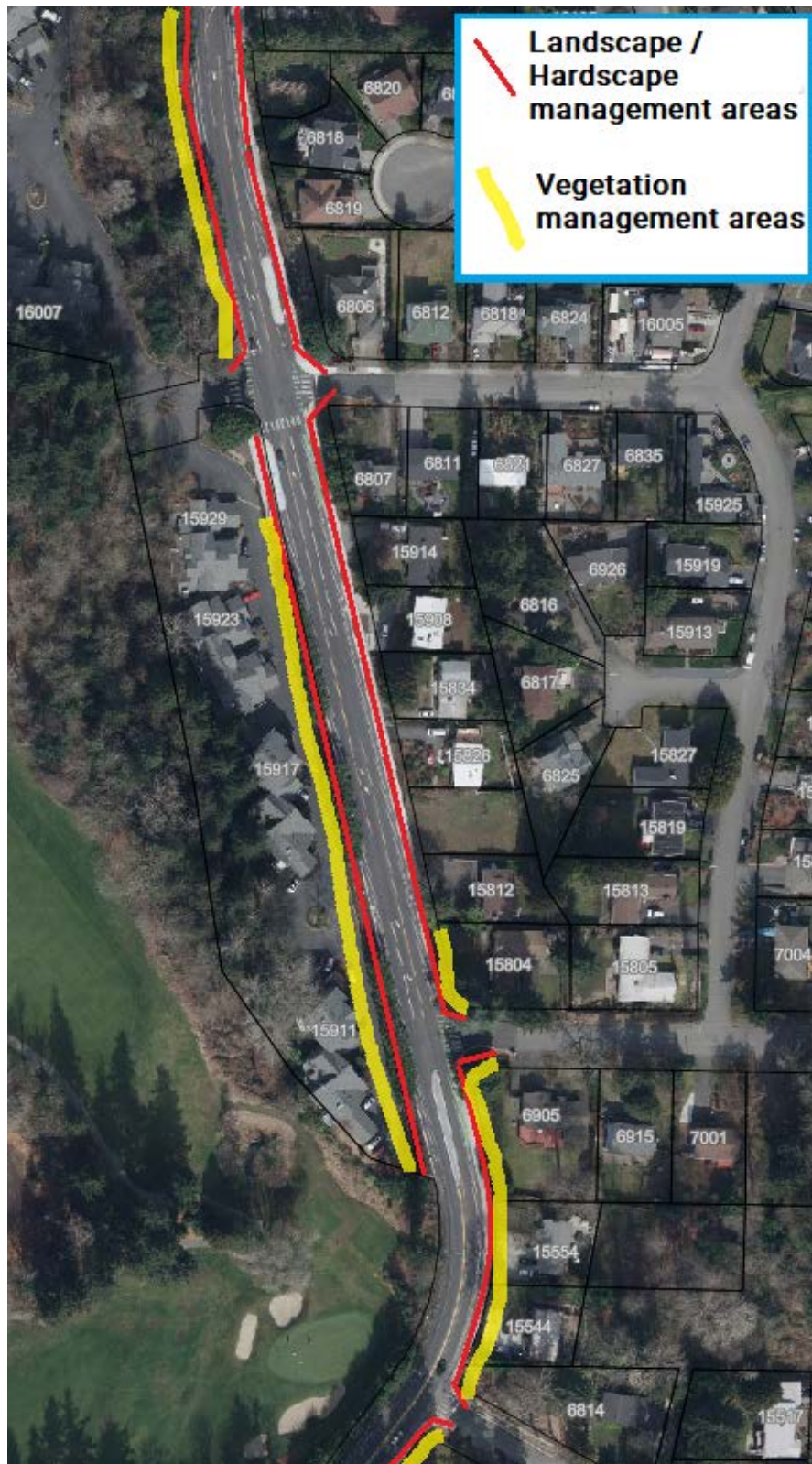
City of Kenmore

SITE #3: Juanita Dr. 16500 – 16100

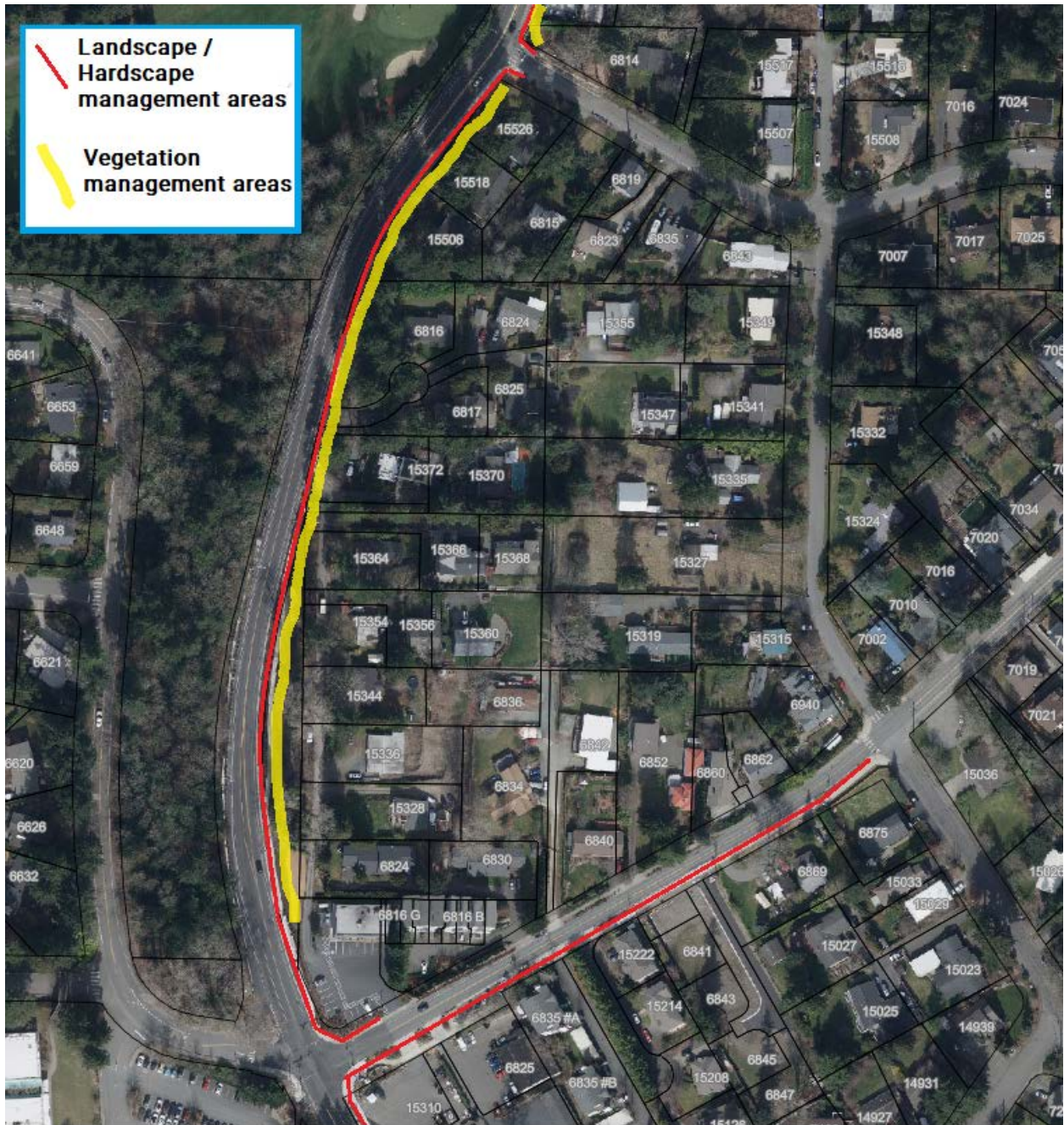


City of Kenmore

SITE #3: Juanita Dr. 16100 – 15500

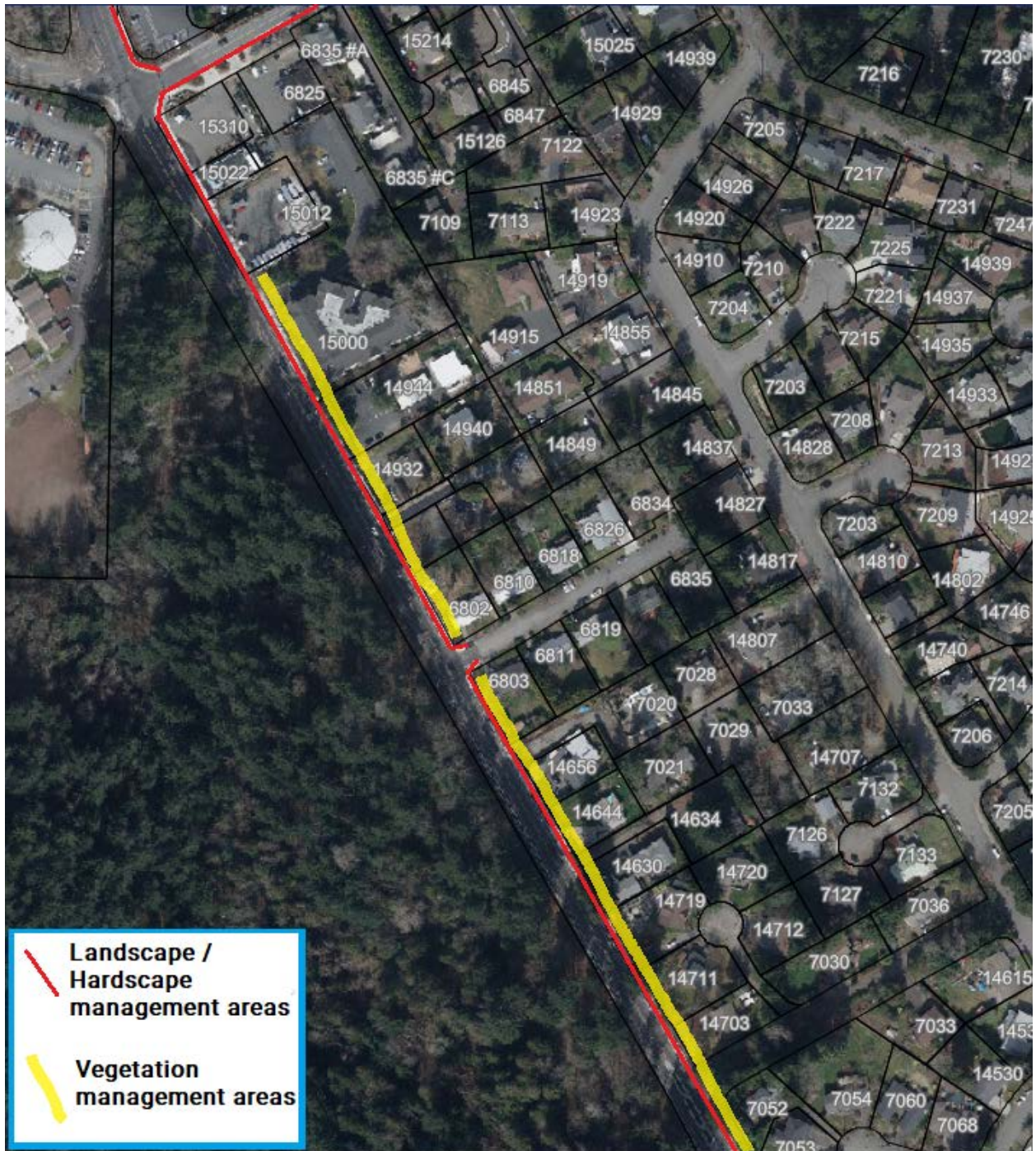


City of Kenmore

SITE #3: Juanita Dr. 15500 – 15300 & 153rd PL (Juanita Dr. – 70th Ave)

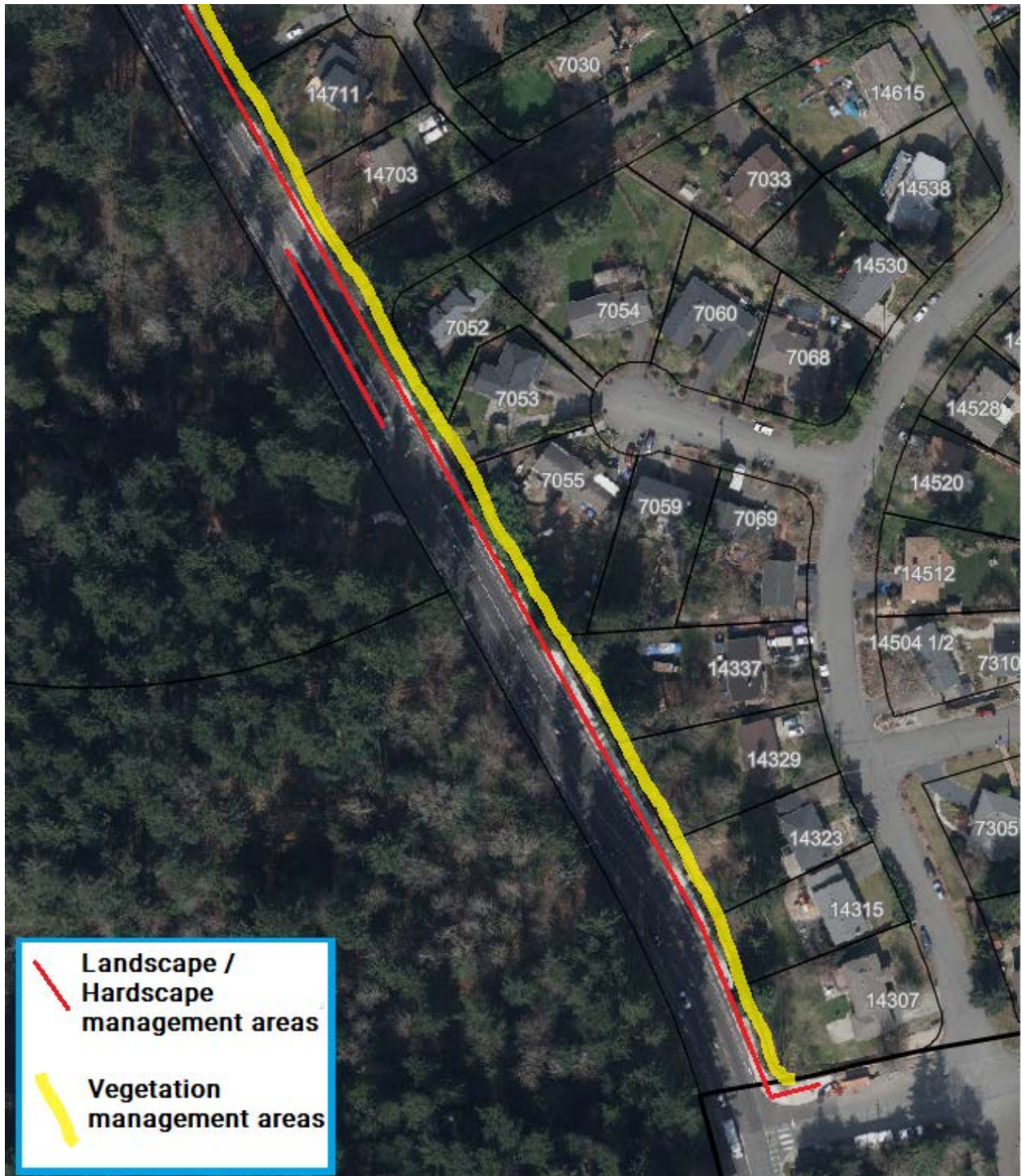
City of Kenmore

SITE #3: Juanita Dr. 15300 – 14700



City of Kenmore

SITE #3: Juanita Dr 14700 – 14300



City of Kenmore

Attachment "C"

NON-COLLUSION CERTIFICATE

STATE OF _____)
ss.

COUNTY OF _____)

The undersigned being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Kenmore for consideration in the award of a contract on the improvement described as follows:

Request for Proposal # 24-C3076 ROW LANDSCAPE MAINTENANCE JUANITA DR & 68TH AVE CORRIDOR

(Name of Firm)**By:**

(Authorized Signature)

Title:

Sworn to before me this ____ day of _____ 2024.

Notary Public

ATTACHMENT "D" SAMPLE CONTRACT**City of Kenmore Contract #: 24-CXXX**

Authorized Amount:

Date Start:

Date End:

AGREEMENT FOR SERVICES – CONTRACTOR

[Use for Contractor Services (i.e., Maintenance) that are not part of a public works project/Do not use for Professional/Consultant Services]
[INSERT PROJECT NAME/DESCRIPTION]

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and [Insert Contractor's Company Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

RECITALS:

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

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

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:**1. Scope and Schedule of Services to be Performed by Contractor.**

Contractor shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Contractor acknowledges and understands that it is not the City's exclusive provider of these services and that the City maintains its unqualified right to obtain these services through other sources. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed

City of Kenmore**2. Time of Completion.**

Upon the effective date of this Agreement, Contractor shall complete the work and provide all goods, materials, and services [Enter either "within" or "by" depending on deadline in next form field] [Insert either a date specific or enter # of days, weeks, months, years, etc.].

3. Compensation and Method of Payment.

The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit "C," attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed [SPELL OUT MAXIMUM AMOUNT (\$_____)], including applicable Washington State Sales Tax, for the services contemplated in this Agreement. The Contractor shall request payment for work performed using the billing invoice form at Exhibit "C."

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

If the City objects to all or any portion of an invoice, it shall notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized goods, materials, or services. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorneys' fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

B. Final Payment: Waiver of Claims. CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. Prevailing Wages.

Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

5. Changes.

City of Kenmore

The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Contractor determines, for any reason, that an amendment is necessary, Contractor must submit a written amendment request to the person listed in the Notice section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Contractor fails to require an amendment within the time allowed, the Contractor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the amended work; however, the Contractor may elect to protest the adjustment as provided in Subsection A through E of the Claims Section below.

The Contractor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

6. Claims.

If the Contractor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

City of Kenmore

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. *Failure to Protest Constitutes Waiver.* By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

7. **Limitation of Actions.**

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

8. **Duration of Agreement.**

This Agreement shall be in full force and effect for a period commencing [DATE] and ending [DATE] unless sooner terminated under the provisions hereinafter specified. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

9. **Independent Contractor.**

City of Kenmore

Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

10. Indemnification.

- A. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance.

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

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

City of Kenmore

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- 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 Contractor's Commercial General Liability insurance policy with respect to the work 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.* Contractor 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.* The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.
- E. *Verification of Coverage.* The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- F. *Notice of Cancellation.* The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. *No Limitation.* Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

12. Record Keeping and Reporting.

City of Kenmore

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

13. **City's Right of Inspection and Audit.**

- A. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work 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 Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- B. 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. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

14. **Contractor to Maintain Records to Support Independent Contractor Status.**

On the effective date of this Agreement (or shortly thereafter), the Contractor 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 the Contractor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

15. **Work Performed at the Contractor's Risk.**

The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

16. **Termination.**

City of Kenmore

-
- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City.
 - B. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
 - C. This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
 - D. The Contractor reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.
 - E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

17. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

18. Discrimination Prohibited.

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

19. Assignment and Subcontract.

City of Kenmore

The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City. Any assignment made without the prior approval of the City is void.

20. 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.

21. Compliance with Laws.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

22. 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.

23. 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 the Contractor shall be sent to the following address:

City of Kenmore

Phone No.: _____

Email: _____

24. Applicable Law; Venue; Attorney's Fees.

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

25. Severability.

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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the dates listed below.

CONTRACTOR:**CITY OF KENMORE:**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kenmore City Attorney's Office

City of Kenmore

Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following: (See Attached)

City of Kenmore

Rates for Services to be Provided by Contractor. The Contractor shall furnish the services in accordance with the following rates: (See attached as Exhibit B.)

City of Kenmore

CONTRACTOR BILLING INVOICE SHALL INCLUDE

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Attach itemized description of services provided.

"I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."

Authorized signature

City of Kenmore

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer Identification
Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.Individual/sole proprietor or
single-member LLC ☐C Corporation ☐S Corporation ☐Partnership ☐Trust/estate ☐

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code**7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**or****Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►

Date ►

City of Kenmore

ATTACHMENT "E"
DISCRETIONARY WORK REQUEST – Required Information

TO BE COMPLETED BY THE CITY:

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

Location: _____

Describe Requested Work: _____

TO BE COMPLETED BY THE CONTRACTOR:

Contractor's Recommended Action: _____

Cost Estimate: _____

Proposed Schedule: _____

Contractor's Signature

Date

AUTHORATION TO PROCEED: _____

City of Kenmore Signature

Date



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Consultant Services Agreement with Gordon Thomas Honeywell Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 24-C3081, Consultant Services Agreement with Gordon Thomas Honeywell, through December 31, 2026.	For Council Meeting Agenda of: Sept. 9, 2024 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Approved by Department Head:</td> <td style="width: 20%; text-align: center;"><u>RGK</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;"><u>N/A</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;"><u>MM</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;"><u>RGK</u></td> </tr> </table> Exhibits/Attachments: 1 – Contract No. 24-C3081	Approved by Department Head:	<u>RGK</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>MM</u>	Approved by City Manager:	<u>RGK</u>
Approved by Department Head:	<u>RGK</u>								
Approved by City Attorney:	<u>N/A</u>								
Approved by Finance Director:	<u>MM</u>								
Approved by City Manager:	<u>RGK</u>								
Information/Background: Gordon Thomas Honeywell (GTH) is a governmental affairs firm that specializes in helping cities advocate for funding and policies at the State level. The City of Kenmore has utilized the services of GTH over the last decade+ and has seen the benefits of such services in the form of state funding and policies. This agreement continues the relationship between the City of Kenmore and GTH for the next biennium through 2026. The proposed annual fee will increase by 3% in 2025 and 3% in 2026. Fees and term are summarized as follows: Fees: Gordon Thomas Honeywell Governmental Affairs will provide the scope of work as described in the attached contract for a monthly fee of \$4,650 for an annual amount of \$55,800 during the 2025 calendar year and a monthly fee of \$4,790 for an annual amount of \$57,480 during the 2026 calendar year. Expenses: In addition to the fee above, Gordon Thomas Honeywell Governmental Affairs will expense for communication expenses not to exceed \$2,000 total for the two-year term of the contract. Term: The duration of the contract between the City of Kenmore and Gordon Thomas Honeywell Governmental Affairs will be from January 1, 2025 through December 31, 2026. GTH will continue to advocate for the City of Kenmore's adopted state legislative agenda leading up to and during the State Legislature's upcoming legislative sessions.									

Fiscal Consideration:

The City will budget for this contract in the proposed 2025-2026 biennium budget.

City Council Priority or Budget Objective Being Addressed:

All City Council priorities.

City of Kenmore Contract #: 24-C3081

Authorized Amount: \$113,280 plus not to exceed \$2,000 in expenses

Date Start: 01/01/2025

Date End: 12/31/2026

CONSULTANT SERVICES AGREEMENT

Consultant Services Agreement with Gordon Thomas Honeywell

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Gordon Thomas Honeywell Government Relations, ("Consultant") organized under the laws of the State of Washington, located and doing business at 1201 Pacific Ave. Suite 2100, Tacoma, WA 253-6630, and Shelly Helder (hereinafter the "Consultant").

RECITALS:

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

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

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

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

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

Consultant/Professional Services Agreement

Page 1

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XIII. G. Authorize the City Manager to execute Contract No. 24-C3081, Co...

___ A sum not to exceed [(\$ _____)].

___ Other (describe): _____

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

3. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing on January 1, 2025 and ending December 31, 2026 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents.

- A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
- B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and 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 Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant 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.

5. Independent Consultant.

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

6. Indemnification.

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

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

7. Insurance.

The Consultant 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 Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant 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 Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - iv. Professional Liability insurance appropriate to the Consultant's profession.
- B. *Minimum Amounts of Insurance.* Consultant 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.
 - iii. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- C. *Other Insurance Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.
- E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

- G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

- A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work 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 Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- B. 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. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Consultant to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Consultant 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 the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Consultant's Risk.

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.
- E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such

other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

14. Discrimination Prohibited.

The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, 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.

15. Assignment and Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest.

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

17. Confidentiality.

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

18. Non-Appropriation of Funds.

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

19. Entire Agreement.

Consultant/Professional Services Agreement

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XIII. G. Authorize the City Manager to execute Contract No. 24-C3081, Co...

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.

20. 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 the Consultant shall be sent to the following address:

1201 Pacific Avenue, Suite 2100
Tacoma, Washington 98401

21. Applicable Law; Venue; Attorneys' Fees.

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

22. Compliance with Laws.

The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and

Consultant/Professional Services Agreement

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Revised IBDR 5/2022 MK 1/2024

XIII. G. Authorize the City Manager to execute Contract No. 24-C3081, Co...

personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

23. 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.

24. Severability.

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

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF KENMORE

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Kenmore City Attorney's Office

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

1. Work with the City of Kenmore to develop and refine a legislative agenda, including but not limited to pursuing transportation funding, incentives to advance economic development opportunities within the city, increased regulatory authority around certain local businesses, and pursuing capital funding.
2. Develop policy papers and other informational materials on priority legislative agenda items.
3. Identify and track all relevant legislation introduced to the Washington State Legislature.
4. Continually meet with legislators on behalf of the City of Kenmore, including the legislative delegation, committee and party leadership, and others. Identify opportunities for the Mayor to engage in the legislative process, and travel to Olympia.
5. Provide the City with weekly reports and tracking lists during the legislative session and provide the City with monthly reports during the legislative interim.
6. Participate in the Association of Washington Cities on behalf of the City of Kenmore.
7. Participate in the Washington Highway Users Federation on behalf of the City of Kenmore.
8. Attend all relevant legislative hearings, meetings, and stakeholder groups.
9. Coordinate City officials to testify at relevant legislative hearings and to meet with the City's legislative delegation in Olympia and during the interim.
10. Lobby to amend, defeat, or pass legislation or budgets that affect the City of Kenmore's interests.
11. Coordinate with the City's federal lobbyists to provide reasonable levels of assistance with the Washington State Congressional delegation as requested.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

Manager Arrangement:

Briahna Murray, Vice President of Gordon Thomas Honeywell Governmental Affairs, will serve as the contract manager and Shelly Helder will serve as the project manager. They will be assisted by additional governmental affairs consultants as needed.

Fees:

Gordon Thomas Honeywell Government Relations will provide the above scope of work for a monthly fee of \$4,650 for an annual amount of \$55,800 during the 2025 calendar year and a monthly fee of \$4,790 for an annual amount of \$57,480 during the 2026 calendar year.

Expenses

In addition to the fee above, Gordon Thomas Honeywell Government Relations will expense for communication expenses not to exceed \$2,000.

Term:

The duration of the contract between the City of Kenmore and Gordon Thomas Honeywell Government Relations will be from January 1, 2025 through December 31, 2026.

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program/Project: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Authorized Signature (Required) _____

Consultant/Professional Services Agreement

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Revised IBDR 5/2022 MK 1/2024

XIII. G. Authorize the City Manager to execute Contract No. 24-C3081, Co...

EXHIBIT D

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ►
Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.
Requester's name and address (optional)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later. **or**

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

Consultant/Professional Services Agreement

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Revised IBDR 5/2022 MK 1/2024

XIII. G. Authorize the City Manager to execute Contract No. 24-C3081, Co...

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those

from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Lower Swamp Creek Bridge Replacement Consultant Selection	For Council Meeting Agenda of: September 9, 2024 Department: Public Works Engineering Prepared by: Kent Vaughan
Proposed Council Action/Motion: Authorize the City Manager to execute a contract for an amount up to \$1,300,000 (which includes a 10% contingency) with Jacobs for design, permitting and right-of-way services for the Lower Swamp Creek Bridge Replacement Project.	Initial & Date Approved by Department Head: <u>JFV 8/14/2024</u> Approved by City Attorney: <u>N/A/</u> Approved by Finance Director: <u>MM 8/21/24</u> Approved by City Manager: <u>RK 8/14/2024</u> Exhibits/Attachments: N/A
Summary: Staff are seeking City Council approval to execute a contract with Jacobs up to the amount of \$1,300,000 to complete design, environmental permitting and right-of-way acquisition services for the Lower Swamp Creek Bridge Replacement project.	
Information/Background: The city utilizes consultants to assist in implementation of its Capital Improvement Plan (CIP). The Lower Swamp Creek Bridge Replacement project is identified in the current CIP and design, permitting and right-of-way acquisition services are needed to advance this project. This project will result in the design and construction of a new single span concrete bridge to replace the aging bridge crossing over Swamp Creek at NE 175 th Street in Kenmore. Staff advertised a Request for Qualifications (RFQ) for qualified engineering firms in the Daily Journal of Commerce and Seattle Times on March 26 and April 2, 2024. The City received one (1) Statement of Qualifications (SOQ) from Jacobs. The Jacobs project team includes the same project manager and key personnel who designed the West Sammamish River Bridge Project in Kenmore. Upon reviewing the proposal and interviewing Jacobs' project team on May 14, 2024, staff concluded that Jacobs is sufficiently qualified to provide the needed services and recommends contract award to Jacobs.	
Fiscal Consideration: The 2023-24 biennial budget for the Lower Swamp Creek Bridge Replacement project included \$50,000 (in REET funds) for staff to develop the project and apply for grant funding.	

On October 9, 2023, the city received written confirmation from WSDOT that our grant application to WSDOT Local Bridge Program received funding. On December 11, 2023, Council accepted \$4,727,000 in federal grant funds from the WSDOT Local Bridge Program to fund this project.

City Council Priority or Budget Objective Being Addressed:

Council Priority 3: Enhance multimodal transportation, including pedestrian and bicycle safety.

eCityGov Alliance Kenmore City Council Briefing

eCityGov Alliance and MBP

September 9, 2024

MBP Software System Cost Share for Kenmore

Annual Budget		2025 Budget 1-time	2026 Budget 1-time	2027 Budget Ongoing
Kenmore		\$52,713	\$105,426	\$48,472

eCityGov Alliance

eCityGov Alliance is a public, not for profit organization

Established in 2002
via Interlocal Agreement
under State Interlocal Corporation Act, RCW 39.34

Nine cities signed the first interlocal agreement (ILA) to create the eCityGov Alliance, including Bellevue, Bothell, Burien, Issaquah, **Kenmore**, Kirkland, Mercer Island, Sammamish and Woodinville.

Incorporated in 2014
Under State Not for Profit Corporation Act, RCW 24.06

2024 Executive Board (aka, Partners or Principals)

Member Jurisdiction	Representative	Title	Officer
Bellevue	Joseph Todd	Deputy City Manager	
Issaquah	Autumn Monahan	Deputy City Administrator	Vice Chair
Kenmore	Rob Karlinsey	City Manager	Treasurer
Kirkland	Julie Underwood	Deputy City Manager	
Sammamish	Jim Hominiuk	IT Director	Chair
Snoqualmie	Emily Arteche	Community Development Director	
Large Subscriber – King County	Warren Cheney	Finance Manager - Permitting Dept	(Non-voting)
Small Subscriber – City of Auburn	Jason Krum	Interim Development Dept Director	(Non-voting)

www.MyBuildingPermit.com (MBP)



[Getting Started](#)
[Resources](#)
[About Us](#)
[Contact Us](#)
[Help](#)
[Log In](#)

Welcome to MyBuildingPermit

One-stop portal for development service applications, inspection scheduling, permit status information, and tip sheets for government agencies.

[SCHEDULE A DEMO](#)

[Apply for Permit](#)


[Check Status](#)


[View My Dashboard](#)


[Schedule Inspections](#)


[Pay Fees](#)


[Visit Training and Seminars](#)


Available Application Types

Customers can submit over-the-counter (no review required) and plan review applications for the following:

- Building
- Clearing and Grading
- Electrical
- Mechanical
- Plumbing
- Right of Way

Today's Inspections

See the scheduled inspections for the current day.

[SCHEDULED INSPECTIONS](#)

MBP Services

Online Permit Applications

- A. Building
- B. Clearing & Grading
- C. Electrical
- D. Fire
- E. Land Use
- F. Mechanical
- G. Natural Resources
- H. Plumbing
- I. Right of Way
- J. Signs
- K. Utilities

Other Services

- 1. Pre-approved building designs
- 2. Electronic payments
- 3. Permit status information
- 4. Inspections scheduling
- 5. Construction tip sheets
- 6. Interpretations and guidelines
- 7. Inspections checklists
- 8. Regional training

MBP Customer Jurisdictions

Board / Partners

- A. Bellevue
- B. Issaquah
- C. Kenmore
- D. Kirkland
- E. Sammamish
- F. Snoqualmie

Subscribers

- 1. Auburn
- 2. Bothell
- 3. Burien
- 4. Edmonds
- 5. Federal Way
- 6. King County
- 7. Mercer Island
- 8. Mill Creek
- 9. Newcastle
- 10. Snohomish County
- 11. Woodway

MBP Benefits

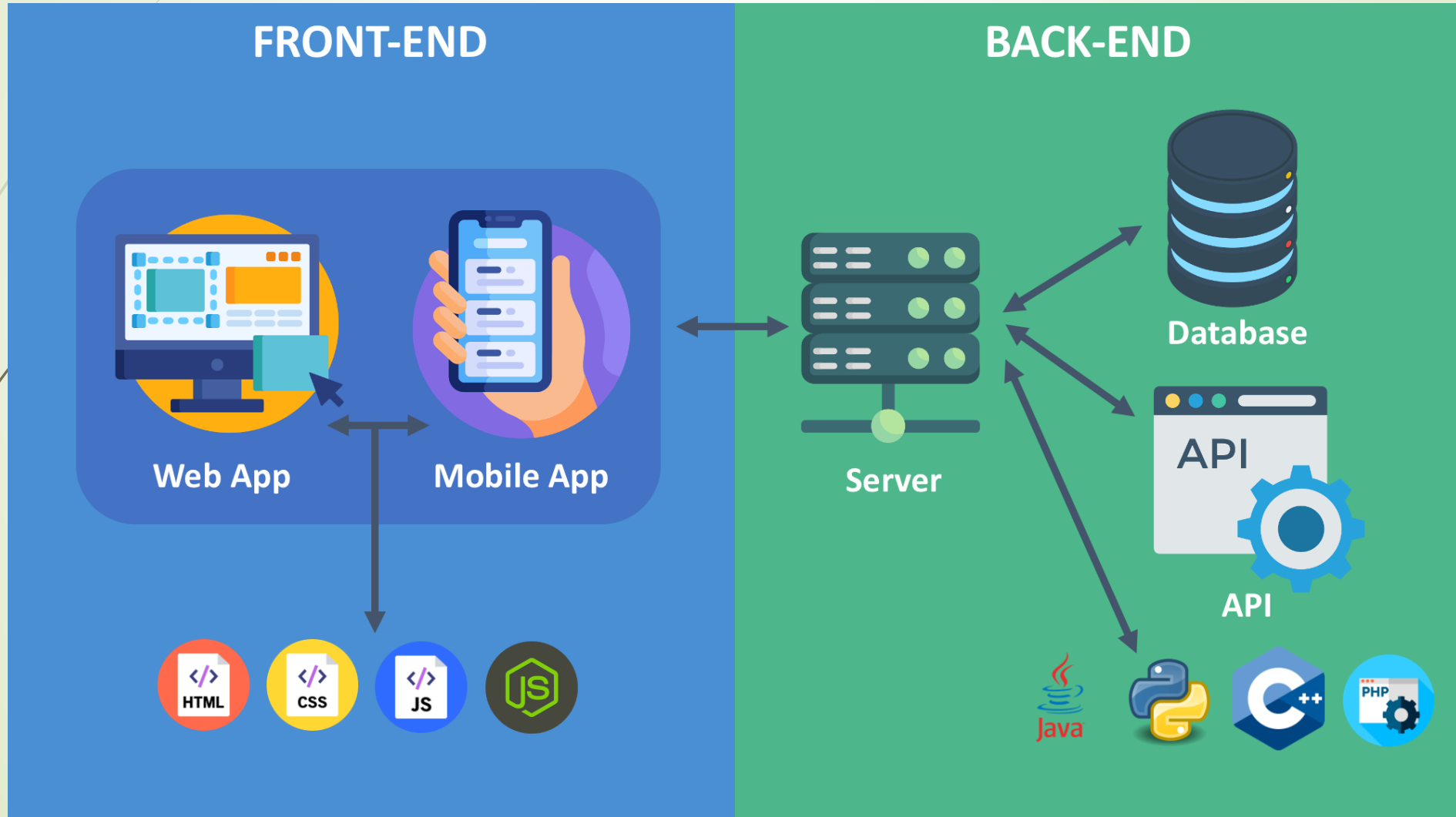
For the Public Customer

- A. More consistent way to access public services
- B. More efficient to conduct business with service providers
- C. Faster and easier status updates
- D. Common business practices makes it easier to cross jurisdictional lines

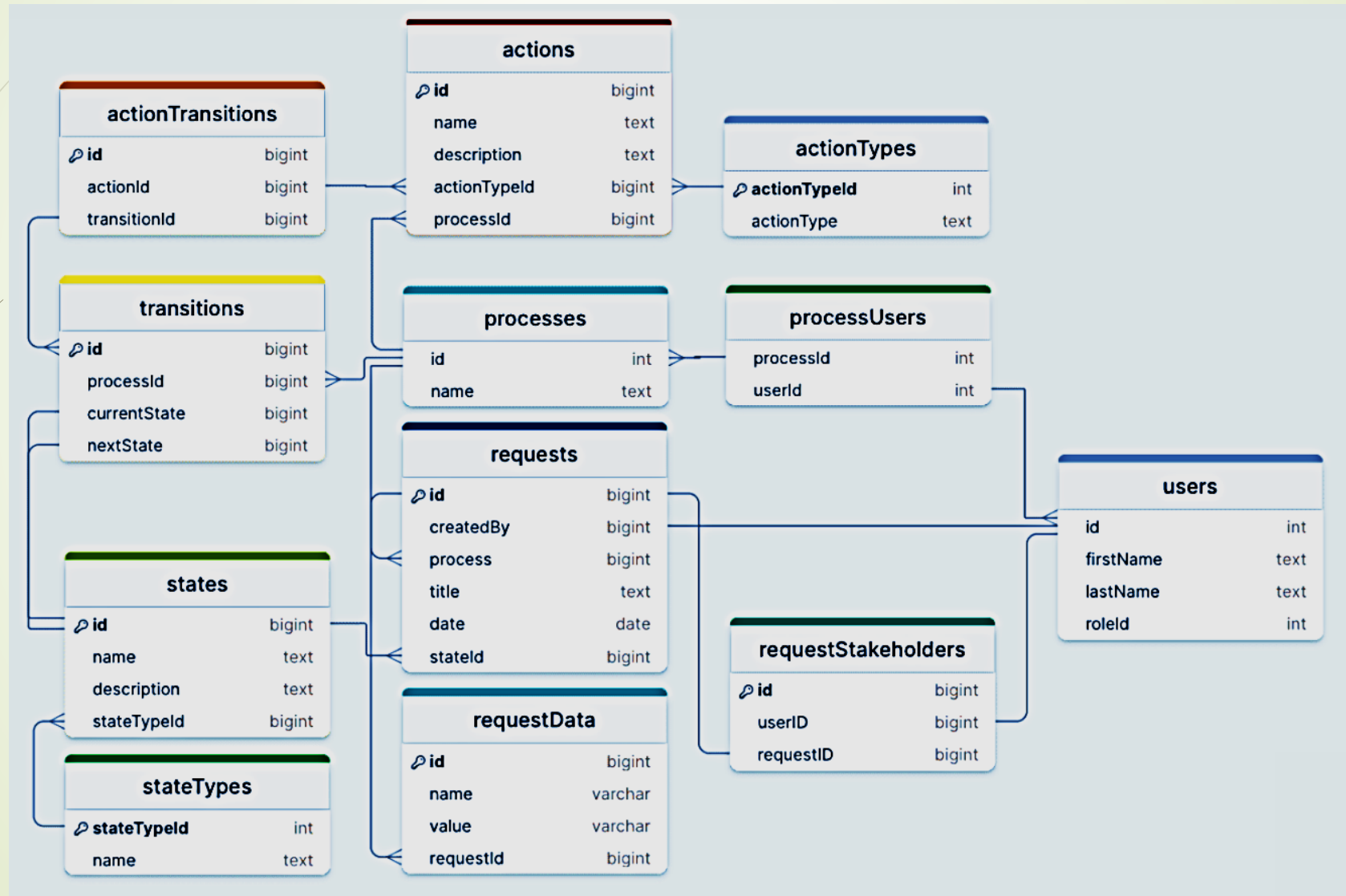
For the Government Staff

- 1. More efficient workflows
- 2. Faster completion of permit reviews and processing
- 3. More time to work on internal process improvements
- 4. Greater satisfaction from customers
- 5. Creates cross-jurisdictional standards and practices

EXAMPLE Software System Architecture



EXAMPLE Backend System Functions



Reasons to Build an MBP Backend System

1. Meet interest demand from many local jurisdictions
2. Support new State of Washington law (SB 5290)
3. Provide faster, more efficient, online services for builders and residents
4. Improve backend service provided by private vendor systems
5. Offer more consistent permitting experience, front to back
6. Improve integrations with other systems
7. Fulfill eCityGov and MBP goals of providing needed services to government

eCityGov Alliance MyBuildingPermit (MBP) Backend Q&A Meeting

NOVEMBER 21, 2022

Current Steering Committee – September 2024

- | | | | |
|------|---------------------|-------|-------------|
| i. | Bothell | v. | King County |
| ii. | <u>Clark County</u> | vi. | Kirkland |
| iii. | Issaquah | vii. | Sammamish |
| iv. | Kenmore | viii. | Snoqualmie |

Underline = non-MBP

Preferred Option Pathway to Create Backend – Q4 2023

Project

Joint RFP/contract with software development firm for custom build

Pros

System fully owned by and integrated with MBP
Full control over product development and updates
Annual costs will only include MBP costs
Product will be modern and future-ready

Cons

Higher up front cost (custom build investment)
Longer before ready to go live
Working with external, non-government team
Will require more testing and QA time from jurisdictions

MBP Backend Cost Share for Kenmore

One Time Costs		New MBP Permit Tracking System One-Time Cost	Average New Permit Tracking System One-Time Cost*
Kenmore		\$145,082	\$524,667
Annual Costs		2027 New MBP Permit Tracking System Annual Fee	Average New Permit Tracking System Annual Fee*
Kenmore		\$33,950	\$58,911

**Average costs based on survey of 8 current MBP jurisdictions costs*

MBP Rebuild Consideration

Add'tl Project

Rebuild current MBP system and website

Pros

Create service efficiency – lower ongoing costs (25%+)
Improve service functionality – new features
Leverage MBP Backend System costs – vendor discount
Leverage MBP Backend System design – joint planning
Product will be modern and future-ready

Cons

Higher up front cost (rebuild investment)
Working with external, non-government team
Will require more testing and QA time from jurisdictions

MBP Backend Plus Frontend Cost Share for Kenmore

One-Time Costs	New Permit Tracking System One-Time Cost	MBP Rebuild One-Time Cost	Total Systems One-Time Cost
Kenmore	\$145,082	\$ 13,057	\$158,139

Annual Costs	2027 New Permit Tracking System Annual Fee	2027 MBP Rebuild Annual Fee	2027 Total Annual Fee
Kenmore	\$33,950	\$ 14,522	\$48,472

Annual Budget	2025 Budget 1-time	2026 Budget 1-time	2027 Budget Ongoing
Kenmore	\$52,713	\$105,426	\$48,472



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Presentation of Planning Commission's Recommendations on Comprehensive Plan Amendments – Downtown Element & Community Design Element Proposed Council Action/Motion: No action is requested; Information and discussion	For Council Meeting Agenda of: 9/9/24 Department: Community Development Department Prepared by: Debbie Bent, Community Development Director, and Todd Hall, Principal Planner <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">DB</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK 8/29/24</td></tr> </table> Attachments/Exhibits: Exhibit A: Draft Downtown Element Exhibit B: Draft Community Design Element Exhibit C: Summary of Comprehensive Plan amendments		<u>Initial & Date</u>	Approved by Department Head:	DB	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	RK 8/29/24
	<u>Initial & Date</u>										
Approved by Department Head:	DB										
Approved by City Attorney:	N/A										
Approved by Finance Director:	N/A										
Approved by City Manager:	RK 8/29/24										
Summary: At your September 9 joint meeting with the Planning Commission, the Planning Commission will present their recommendations on the revised Downtown Element & Community Design Element.											
Information/Background: In January 2024, the City Council assigned to the Planning Commission review of the Comprehensive Plan, including elements as listed above, 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 works follows: - January 2024: City Council approved the Annual Docket for the Planning Commission, including amendments to the Downtown Element and Community Design Element for the 2024 Comprehensive Plan update. - July 2024: Planning Commission reviewed the next drafts of the elements. - August 2024: Planning Commission held a public hearing for the elements and approved their final recommendations. There were no public comments on the drafts.											

Next Steps

On September 9, the City Council will begin their discussion of the above-mentioned Comprehensive Plan elements. If needed, the City Council meeting on September 23 will also be an opportunity for additional review.

If the City Council has substantive changes to any of the elements, a public hearing may be held at the November 18, 2024, meeting. Adoption of the Comprehensive Plan and associated KMC amendments is anticipated for the December 9, 2024 meeting.

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 these elements and KMC updates:

Priority 3: Continue to seek opportunities to activate the Lakepointe property.

Priority 8: Promote sustainable economic development.

~~Text~~ = deleted text

Text = new text

DOWNTOWN SUB-ELEMENT

INTRODUCTION

The Growth Management Act (GMA) does not require the creation or retention of a downtown area within communities. However, several GMA goals, as well as Countywide Planning Policies, address the containment of sprawl, and the provision of efficient services and utilities, which can be met through development of “regional growth centers” such as a downtown. Downtown areas also can function as a community-enhancing central place, particularly in a community like Kenmore dominated by regional traffic flows along Bothell Way/SR-522 ~~(Bothell Way)~~.

The Vision Statement, as related to the downtown, foresees Kenmore as:

- ~~• A fun, vibrant waterfront community centered on the waterfront but including a variety of unique neighborhoods, that has its own sense of place, and an identifiable, walkable pedestrian-friendly downtown offering commercial, civic, cultural and park spaces, integrated with multifamily housing.~~

EXISTING CONDITIONS

Current Development Conditions and Trends

In December 2021, Downtown Kenmore was designated as a King County Candidate Countywide Growth Center by the King County Growth Management Planning Council. Once finalized in 2025-26, Downtown will be identified as one of several other regional centers that accommodate employment and housing. The larger Downtown area includes the four quadrants surrounding the intersection of 68th Ave NE and SR522. Additional information is provided below.

Kenmore’s downtown core adjacent to the intersection of 68th Ave NE and NE 181st Street is continuing to transform into a walkable and vibrant community. Completion of pedestrian and bicycle improvements on 181st Street and 68th Ave NE have enhanced connections to downtown. Completion of public facilities such as Recent construction City Hall (2010), and the Kenmore Library (2012), Jack V. Crawford Skate Court (2015), The Hangar and Town Square (2017) provide access to public services and also access to recreation/gathering opportunities. Several mixed-use developments and apartments along 68th Avenue NE (Spencer 68, LINQ, Flyway and the 25 Degrees condominium project), provide new housing opportunities in the downtown. Preservation of the existing manufacturing housinghome communities Downtown provides single-family affordable housing opportunities downtown. Planned along with partnerships on city property will bring to develop newadditional affordable housing downtown. on City property. New commercial development (e.g. Stoup Brewing, Zeeks Pizza, Diva Espresso) and office/service development (e.g. Evergreen Health Urgent Care, Kenmore Smiles Dentistry, Lake Washington Physical Therapy) and renovation of existing commercial buildings (Kenmore Camera, Cooley Smiles) all support a vibrant downtown., proposed construction of the Kenmore Village mixed use project, the Town Green and the Community Building, are the first steps to creating a walkable Downtown core surrounding the intersection of 68th Avenue NE and NE 181st Street. City sponsored events such as the farmers market, movies at the Town Square, and various programs and activities at the Hangar all support Downtown.

Most of Kenmore's existing commercial development is concentrated along SR-522, including the Kenmore Square (7700 block of SR522), and Kenmore Village Town Center (northwest of the intersection of 68th Ave NE/NE 181st Street) and Safeway/Rite Aid shopping centers (northeast of the intersection of 68th Ave NE and SR522) complexes. Kenmore's downtown core adjacent to the intersection of 68th Ave NE and NE 181st Street is continuing to transform into a walkable and vibrant community. Completion of pedestrian and bicycle improvements on 181st Street and 68th Ave NE have enhanced connections to downtown. Completion of public facilities such as Recent construction City Hall (2010), and the Kenmore Library (2012), Jack V. Crawford Skate Court (2015), The Hangar and Town Square (2017) provide access to public services and also access to recreation/gathering opportunities. Several mixed use developments and apartments along 68th Avenue NE (Spencer 68, LINQ, Flyway and the 25 Degrees condominium project), provide new housing opportunities in the downtown. Preservation of the existing manufacturing housing communities Downtown provides single family affordable housing opportunities along with partnerships to develop new affordable housing on City property. New commercial development (e.g. Stoup Brewing, Zeeks Pizza, Diva Espresso) and office/service development (e.g. Evergreen Health Urgent Care, Kenmore Smiles Dentistry, Lake Washington Physical Therapy) and renovation of existing commercial buildings (Kenmore Camera, Cooley Smiles) all support a vibrant downtown. proposed construction of the Kenmore Village mixed use project, the Town Green and the Community Building, are the first steps to creating a walkable Downtown core surrounding the intersection of 68th Avenue NE and NE 181st Street. City sponsored events such as the farmers market, movies at the Town Square, and various programs and activities at the Hangar all support Downtown.

There is recent residential development on the periphery of the core, with redevelopment of single family sites east of 68th Avenue NE on NE 182nd Street and redevelopment of a former park-and-ride lot into the Spencer 68 apartment project on the west side of 68th Avenue NE near NE 182nd Street.

The future Lakepointe development on Lake Washington at the southwest corner of SR-522 and 68th Avenue NE could have a dramatic impact on the City from both a physical and economic point of view. With a current permit for over 650,000 square feet of commercial/office/hotel development and 1,200 housing units in a waterfront setting, the development could represent one of only four or five waterfront mixed-use developments on Lake Washington.

In December 2021, Downtown Kenmore was designated as a King County Candidate Countywide Growth Center by the King County Growth Management Planning Council. Once finalized in 2025-26, Downtown will be identified as one of several other regional centers that accommodate employment and housing. The larger Downtown area includes the four quadrants surrounding the intersection of 68th Ave NE and SR522. Additional information is provided below.

Kenmore Urban Design Inventory and Analysis

In 2003, the Kenmore Downtown Plan was adopted. At that time, it was noted that the location, frequency and quality of buildings, parking lots, pole signs, sidewalks, crosswalks, landscaping and street trees are were elements of urban form that individually and collectively determine visual cohesiveness, comfort, and pedestrian-orientation in urban areas. While there has been a

1 lot of redevelopment in and around the Kenmore Village area (adjacent to NE 181st Street/68th
2 Ave NE), many of the same design characteristics found twenty years ago are still noticeable
3 today.

4 With regard to the Downtown area, issues Issues still impacting design in the Downtown area
5 include:

6 • Many of the existing buildings are not built to the edge of the street, and are of discontinuous
7 size, location, and shape. These buildings do not form a consistent or recognizable urban
8 form or a continuity of pattern. Typically, buildings that are set back from the street or have
9 parking lots separating them from the street, discourage pedestrian activity and are simply
10 less pleasant for walking. Many such buildings are found within the Downtown area.
11 However, new development must comply with adopted site and building design standards
12 that address these issues.

13 • Pole signs are mostly found on the north side of SR-522 between 61st Avenue NE and 80th
14 Avenue NE, where automobile-oriented retail uses predominate. Frequent use of pole signs
15 can create visual clutter, particularly when competing with other street elements such as
16 billboards, telecommunication towers, utility poles, streetlights, etc. New development would
17 have to comply with adopted design standards and sign regulations.

18 • The predominance of parking lots in the Downtown area is indicative of the overall auto-
19 oriented nature of the region. The numerous access points to and from the parking lots of
20 establishments along SR-522 create potentially hazardous situations as vehicles enter and
21 exit the traffic flow from SR-522. Consolidating driveway access along SR522 is a
22 requirement when new development occurs.

23 • There are few sidewalks in the Downtown area. Although completion of sidewalks on SR522,
24 181st Street from 73rd Ave NE to 67th Ave NE and sidewalks and bike lanes on 68th Ave
25 NE/Juanita Drive have as improved access to Downtown.

26 • There is little or no street trees along major arterials and along portions of SR-522, with the
27 exception of those separating SR-522 from the Burke-Gilman trail. However, street trees along
28 SR522, along 68th Ave NE/Juanita Drive and NE 181st Street between 73rd Ave NE and 67th Ave
29 NE have improved the streetscape and access to Downtown.

30 • Parks and open space uses include Log Boom Park and the Burke-Gilman Trail. Nearby parks
31 include Rhododendron Park, Xax'adis (Tl' awh-ah-dees) Park Squire's Landing Park, and the
32 State Boat Launch facility. The Town Square and Hangar and Jack V Crawford Skate Court
33 and City Hall park also provide opportunities for recreation and gathering.

34 • Several major natural features exist within the Downtown area, including Swamp Creek, the
35 Sammamish River, and Lake Washington. Steep hillsides sloping to the north offer views to
36 of the Lake.

37 • In Kenmore, pedestrian destinations and generators include bus stops, grocery stores and
38 other retail establishments, The Hangar and Town Square, City Hall, the Burke-Gilman Trail
39 and trail-oriented businesses, Xax'adis (Tl' awh-ah-dees) Park, Jack V Crawford Skate Court,
40 Kenmore Library, the Park and Ride lot, Log Boom Park, and Rhododendron Park. Nearby
41 mobile home parks, apartments, and senior housing complexes also function as pedestrian

generators. ~~The Lakepointe mixed-use development will be a major pedestrian generator in the future.~~

- ~~Sidewalks have been added to SR522 and sidewalks and bike lanes have been added to 68th Ave NE/Juanita Drive improving pedestrian and bicycle access on the City's main north/south and east/west arterials. Crosswalks have been added at key intersections. Nevertheless, SR522 is still a significant barrier. The high speed and volume of traffic, the lack of sidewalks, the width of the roadway, and the lack of other pedestrian amenities in some portions make SR-522 a significant barrier to pedestrian travel in Kenmore. 68th Avenue NE also functions as a barrier, though less significantly than SR-522. These road corridors essentially "divide" central Kenmore into four quadrants. SR522 is still a significant barrier especially for pedestrian and bike travel, dividing the north and south sides of Downtown.~~
- ~~Key pedestrian crossings exist at the intersections of SR-522 and 61st, 68th, 73rd and 80th Avenues NE, with crosswalks and pedestrian signalization in place. Additional pedestrian crossings along Bothell Way/SR-522 could help break up the considerable distance pedestrians must currently travel to cross SR-522 (e.g. 65th Avenue NE).~~
- ~~Both King County Metro and Sound Transit provide frequent bus service to/from surrounding communities from Kenmore Park & Ride and several bus stops located along the SR-522 corridor. The planned Stride SR3 Line, a bus rapid transit provided by Sound Transit, will provide additional fast, frequent, and reliable bus service that will connect Kenmore to the Link 1 Line at Shoreline South/NE 148th Street.~~

~~Figures LU-4 and LU-5 portray the above conclusions.~~

Market Area

The City of Kenmore has the potential to provide retail goods and services for an area beyond its own boundaries. The market area for any commercial district is determined by several factors:

- Distance to surrounding population.
- Natural boundaries and impediments to travel.
- Transportation links.
- Competing development.
- Scope of existing development in the district.

The projected market area for Kenmore lies within an approximate 3-mile radius around the City Center. The area extends west to approximately I-5; south into Lake City; north into Snohomish County; and east to I-405. The existence of regional commercial centers largely determines these boundaries. Kenmore currently loses a significant portion of retail spending by Kenmore residents to businesses outside of ~~city Kenmore.~~

~~Kenmore also has another significant advantage over many other cities, that being its Lake Washington waterfront. With commanding views, and excellent recreational and commercial access, the waterfront is certainly one of the best assets the city has to offer. With future redevelopment, including the 5043+ acre Lakepointe site south of SR-522 and west of 68th Avenue NE, Kenmore's market area has the potential to expand its market area from being locally focused to one that is regionally significant.~~

See the Economic Development Element for more specific market data.

Lakepointe or a similar development on that site has the potential to serve a much wider area. As noted above, it will be one of only a few mixed-use concentrations on Lake Washington. As such, it has the potential to provide a mix of restaurants, shops, office, and lodging, which could attract users from a much wider radius. This is significant because it increases the commercial potential of Lakepointe, as well as targeting a different type of commercial activity from the existing core businesses.

Opportunities for Development

The opportunities for development in Downtown Kenmore, as follows, can be considered in terms of the relationship to Lakepointe, and the types of uses which are supportable:

Relationship to Lakepointe

As noted above, Lakepointe has the potential to offer a high amenity setting for various specialty retail and other a mix of residential, commercial uses and recreational uses serving a broad market area. Comparable developments include Downtown Kirkland and Carillon Point. Factors affecting its relationship to the Downtown Core are its lakefront site and the barriers represented by SR-522. While Lakepointe may include a grocery store and other some traditional neighborhood scale uses, the existing core north of SR-522 between 61st and 73rd Avenues should continue to capture the food and miscellaneous retail spending by residents north of SR-522. The role of the core should be enhanced with growth in both single- and multi-family housing to the north and multi-family development to the east and west.

Demand by Development Type

The types of development likely to be supported within the area are described in a summary fashion below.

- Multi-family residential. Such development is already occurring in the area and reflects the need for increasing density throughout the urbanized area. The area to the east is particularly well suited for such development, located between the commercial core and the public service concentration on 73rd Avenue NE to the east. In 2023 new Transit Oriented Development regulations were adopted supporting higher density residential development with affordable housing recognizing Kenmore's designation as a high capacity transit community and future Bus Rapid Transit along the SR522 corridor.
- Manufactured housing communities. The existing manufactured housing communities provide affordable, unsubsidized single-family homeownership for seniors and lower-income households. In 2019 the City adopted regulations to make closure less likely and/or address the impacts of closure of the manufactured housing communities, while at the same time offering landowners the ability to transfer their development rights. The regulations are in effect pending resolution of an appeal filed in 2019.
- Neighborhood commercial development including small-scale neighborhood commercial development. Additional grocery, drugstore, eating/drinking, miscellaneous retail, personal

and business services will be required as the local area and larger market area grow over time. These uses should be increasingly accessible to pedestrians as well as automobiles.

- Mixed-use development (residential with office and retail). Horizontal mixed-use, with residential next to commercial is favorable in the area, and conditions allowing for vertical mixed-use developments are likely favorable in the near future. Mixed-use development in the area of 68th Ave NE/NE 181st Street are examples.
- Corridor commercial. Such development along SR-522 will continue to be viable given the volume of traffic on SR-522. However, the overall vision is to convert the area from a commercial strip corridor to a mix of non-auto-oriented uses, taking advantage of lake views and proximity to transit. Transit Oriented Development supporting higher residential densities, inclusionary affordable housing and allowing for ground floor commercial uses are currently allowed along the SR522 corridor.
- Light manufacturing. Small-scale advanced or artisanal manufacturing could offer significant new employment opportunities. Such uses are permitted in several downtown zones.

Long Term Opportunities

The large parcels like the Plywood Supply site and Lakepointe site south of SR-522 and east of 68th Avenue NE provide an important resource for large-scale planned development in the future.

Kenmore Urban Design Inventory and Analysis

~~The location, frequency and quality of buildings, parking lots, pole signs, sidewalks, crosswalks, landscaping and street trees are elements of urban form that individually and collectively determine visual cohesiveness, comfort, and pedestrian orientation in urban areas. With regard to the Downtown area, issues impacting design include:~~

- ~~• Many of the buildings are not built to the edge of the street, and are of discontinuous size, location, and shape. These buildings do not form a consistent or recognizable urban form or a continuity of pattern. Typically buildings that are set back from the street or have parking lots separating them from the street, discourage pedestrian activity and are simply less pleasant for walking. Many such buildings are found within the Downtown area. However, new development must comply with adopted site and building design standards that address these issues.~~
- ~~• Pole signs are mostly found on the north side of SR-522 between 61st Avenue NE and 80th Avenue NE, where automobile-oriented retail uses predominate. Frequent use of pole signs can create visual clutter, particularly when competing with other street elements such as billboards, telecommunication towers, utility poles, streetlights, etc.~~
- ~~• The predominance of parking lots in the Downtown area is indicative of the overall auto-oriented nature of the region. The numerous access points to and from the parking lots of establishments along SR-522 create potentially hazardous situations as vehicles enter and exit the traffic flow from SR-522.~~
- ~~• There are few sidewalks in the Downtown area.~~

- There are little or no street trees along major arterials and along portions of SR-522, with the exception of those separating SR-522 from the Burke-Gilman trail.
- Parks and open space uses include Log Boom Park and the Burke-Gilman Trail. Nearby parks include Rhododendron Park, Squire's Landing Park, and the State Boat Launch facility.
- Several major natural features exist within the Downtown area, including Swamp Creek, the Sammamish River, and Lake Washington. Steep hillsides sloping to the north offer views to the Lake.
- In Kenmore, pedestrian destinations and generators include bus stops, grocery stores and other retail establishments, City Hall, the Burke-Gilman Trail, Kenmore Library, the Park and Ride lot, Log Boom Park, and Rhododendron Park. Nearby mobile home parks, apartments, and senior housing complexes also function as pedestrian generators. The Lakepointe mixed-use development will be a major pedestrian generator in the future.
- The high speed and volume of traffic, the lack of sidewalks, the width of the roadway, and the lack of other pedestrian amenities in some portions make SR-522 a significant barrier to pedestrian travel in Kenmore. 68th Avenue NE also functions as a barrier, though less significantly than SR-522. These road corridors essentially "divide" central Kenmore into four quadrants.
- Key pedestrian crossings exist at the intersections of SR-522 and 61st, 68th, 73rd and 80th Avenues NE, with crosswalks and pedestrian signalization in place. Additional pedestrian crossings along Bothell Way could help break up the considerable distance pedestrians must currently travel to cross SR-522.

Figures LU-4 and LU-5 portray the above conclusions.

- 1 **Figure LU-4**
- 2 **Downtown Inventory**
- 3
- 4

- 1 **Figure LU-5**
- 2 **East Study Area Inventory**
- 3

DOWNTOWN PLANS

The Kenmore Comprehensive Plan focuses upon the establishment of a Downtown core. During the development of Downtown Strategies, The following guiding principles support the Downtown vision: were considered:

General

- Plan for and implement an attractive, vital, pedestrian-oriented, transit friendly, city center offering commercial, civic, cultural and park spaces, integrated with higher density housing.
- ~~Address the different characteristics of Downtown by encouraging regional serving development south of SR-522 and local serving development north of SR-522.¹~~
- Support redevelopment in accordance with the Vision for the Downtown through investment in public infrastructure including transportation (especially pedestrian and bicycle facilities and other forms of non-motorized micro-modal transportation), utility, and civic infrastructure.
- Give priority to creating indoor and outdoor public spaces; promote community activities meeting the needs of a range of ages and interests. Outdoor spaces should include plazas, parks, and public green spaces. Encourage the efficient use of space and shared uses where appropriate.
- Give priority consideration to strong linkages between the four Downtown quadrants and the surrounding neighborhoods. Pedestrian crossings, including a grade-separated crossing above or under of SR-522, linking the north and south quadrants, should be readily accessible, functional, visually attractive, safe, and inviting links to key destinations, and should provide a Kenmore identity.
- Create a Downtown circulation system that promotes mobility for all modes of travel. ~~emphasizing a loop road circulation system.~~
- Create a local pedestrian oriented "main street" on NE 181st Street where parking and motorized transportation is minimized.
- Create an interconnected system networks of trails, shared use paths, sidewalks, bikeways, and open spaces in Downtown.
- Promote the revitalization and expansion of business and retail compatible with the character of the Downtown districts. Encourage businesses that draw patrons during both the day and evening. Provide an adequate mix of on-street, surface, and structured parking, and encourage shared parking options. Where feasible, reduce parking requirements.
- Provide high density, high amenity (includes public spaces and private facilities) pedestrian oriented residential neighborhoods meeting the housing needs of a variety of income levels

¹ Regional serving development generally refers to mixed-use compact development recognizing Kenmore's position as a regional transportation center and featuring larger scale commercial, office, and multi-family developments, attracting people from a much larger area than just Kenmore. Local serving development generally refers mixed-use developments including high-density housing, civic and governmental, offices, small-scale commercial and retail, and locally oriented professional and personal services, primarily serving the Kenmore community.

and developed at densities high enough to support transit and commercial uses. Off-street parking should be ~~minimized.~~ encouraged.

- Coordinate public and private investment to achieve optimal leverage of public funds.
- Create an identity for the Downtown and SR-522 by giving priority consideration to improving the appearance of the physical environment through design guidelines, sidewalks, landscaping, street trees, public art and signage.
- The Downtown should acknowledge and create a beneficial and symbiotic relationship with SR-522.
- Integrate and manage Downtown development to support sound ecological principles by responding to natural landforms, providing storm water management, improving water quality and retaining and adding green spaces.
- Identify Downtown view corridors of significant off-site features (i.e. Lake Washington, Cascades, and surrounding hillsides), giving priority consideration to provision of public physical and visual access from the Downtown quadrants to the waterfront.

~~Locate new Civic Center facilities (including the Town Green and Community Building) in the northwest quadrant to provide the greatest stimulus to redevelopment. If there is a truly unique opportunity in another quadrant of the Downtown that would meet the balance of Civic Center criteria, it should not be ruled out.~~

Locate a multi-modal transportation facility Downtown or close to Downtown, linked with other public facilities and spaces, functioning as a key node within a larger regional system.

A large, functional, open, outdoor space should be created to function as a focal point and "public square," providing opportunities for public and private gatherings.

Given these principles, ~~the City~~ has developed a Downtown strategy (Kenmore Downtown Plan, April 2003) with four key components and implementation of the strategy is ongoing:

DOWNTOWN STRATEGY

Component 1: Land Use Districts

Component 2: Circulation Plan

Component 3: Strategic Civic Investment Area

Component 4: Implementation Strategies

Land Use Districts

Recognizing the different character of the quadrants around the 68th Avenue NE and SR-522 intersection, the City has applied four districts in the Downtown.

- Downtown – Commercial: To promote a community-serving mixed-use area, north of SR-522, the Downtown Commercial District features a mix of private and public uses designed to create a small-town feel welcoming community, and pedestrian-friendly environment. Public places, sidewalks, extensive landscaping, transit-orientation, shared or structured parking, protection of environmentally sensitive areas, and high-quality design and signage are key

features. Permitted uses emphasize mixed or multiple use developments, and include high-density housing, civic and governmental, offices, small-scale commercial and retail, and locally oriented professional and personal services. Uses not compatible with the Downtown Commercial intent such as those which require vehicle or materials storage, service bays, wide curb cuts, expanses of exterior product display or storage, or produce little customer or visitor activity are discouraged. Park-and-Ride/Transit Centers are promoted along SR-522.

- Downtown – Residential: The Downtown Residential District in the northeast and northwest quadrants provides higher density residential development in support of the Downtown Commercial Zone. Limited retail and office uses are also allowed as part of mixed-use developments. The District represents an opportunity to provide a range of housing types in the community with attention to appearance and scale.
- Manufactured Housing Community: The existing manufactured housing communities in the Downtown provide higher density ~~single-family~~ housing that is more affordable for seniors and lower-income residents. ~~Some of the communities may be appropriate for long-term preservation; others may not be compatible with the future Downtown vision, particularly as high capacity transit comes to the City.~~
- Regional Business with Mixed-Use Master Plan Requirements: The Regional Business District encompasses the southwest and southeast quadrants of the 68th Avenue NE/SR-522 intersection and includes areas commonly referred to as the Lakepointe ~~(Kenmore Pre-Mix)~~ and the Plywood Supply areas. Property conditions and overlay districts, and in some locations, design standards, not only recognize Kenmore's position as a regional transportation center for larger scale commercial, office, and multi-family developments, but also promote a mixed-use, compact development with coordinated internal circulation, shared or structured parking, compatible design and signage, and direct access to public transportation. Emphasis is placed on public access to the waterfront, protection of environmentally sensitive areas, building modulation and façade treatments that help create a human scale, and land use/design transitions and linkages to neighboring districts.

Circulation Plan

Refer to the Transportation Element for the city's pedestrian and vehicular circulation plan.

The three Downtown Special Districts would be linked together by a circulation system shown in Figures LU-6 and LU-7 (provided later in this Chapter), with the following features:

- ~~Loop road system around intersection of 68th Avenue and SR-522~~
- ~~Walking paths / trail loop around Downtown~~
- ~~Increased shoreline public access pedestrian links~~
- ~~Pedestrian bridge(s) or underpass crossing SR-522~~
- ~~Large blocks broken up with pedestrian walkways~~
- ~~Existing street pattern remains with revisions of intersections at:~~
 - ~~65th Avenue NE and NE 181st Street~~
 - ~~68th Avenue NE and NE 181st Street~~

- ~~68th Avenue NE and NE 175th Street~~
- ~~NE 181st Street and 73rd Avenue NE~~
- ~~• Sidewalks and street trees added throughout~~

Strategic Civic Investment Area

Revitalization of Downtown will involve ~~a public/private partnerships. A public private partnership was instrumental in the development of the 9.6 acre Kenmore Village property. Similarly with the development of affordable housing projects on City owned properties known as the Shell and Holt properties. The City actively pursues and identifies potential partnerships to encourage private development that aligns with the Downtown Vision.~~ The vast majority of property in Downtown is and will remain in private ownership. Private property owners will determine their property investment and development. City plans and regulations will guide and encourage development to meet the community vision. It is anticipated that private development will likely occur according to market forces in the southwest and southeast quadrants of the 68th Avenue NE and SR-522 intersection, due to the desirability of the Lake Washington and Sammamish River location, and with the spillover effects of the Lakepointe development. It is likely that incentives will be needed to stimulate development in the northwest and northeast quadrants of the intersection, due to the numerous, small, privately owned parcels.

~~The City recently provided a To provide a “central place” for the community and to stimulate complementary private investment, the City intends to focus its future civic investment in the northwest quadrant of 68th Avenue NE and SR-522 intersection, as shown on Figure LU-8 (provided later in this Chapter). Strategic civic investment is planned to include a with the development of The Hangar and Town Square. The Hangar acts as an indoor/outdoor community building, while Town Square is essentially an “outdoor living room” and extension of The Hangar space. Town Green and Community Building as part of the Civic Center complex that includes City Hall and the Kenmore Library, both constructed in the 2010s, as well as . Other civic investments proposed include street and infrastructure improvements such as road realignment, sidewalks, and street trees, improve the look and add vibrancy to downtown. These improvements would support existing businesses and be complemented by private investment in of commercial, office, and multi-family uses located in downtown. While the priority location for civic investment is the northwest quadrant, City policies and the implementing Downtown Plan allow for the City to balance multiple City goals and consider unique opportunities in other Downtown locations. It is anticipated that additional civic investment may occur in the northwest and northeast quadrants as private properties redevelop or change ownership from private to public.~~

Implementation Programs Strategies

Implementation programs strategies are an identification of key actions or activities that, if pursued, would further the concepts found in the Comprehensive Plan and implementing plans and regulations, ~~and may be essential to success of the overall strategies. A key implementation guide to this Downtown Element includes the separate Downtown Plan that addresses near-term and long-term activities including, Business Retention, Economic Development, Infrastructure/Services, and Regulations/Permitting. Key regulations that have been developed in response to this Downtown Element and as part of the Downtown Plan include land use/zoning districts described generally above and design standards.~~ Implementation Programs Strategies are identified summarized further at the conclusion of this Chapter.

DOWNTOWN KENMORE – COUNTYWIDE GROWTH CENTER

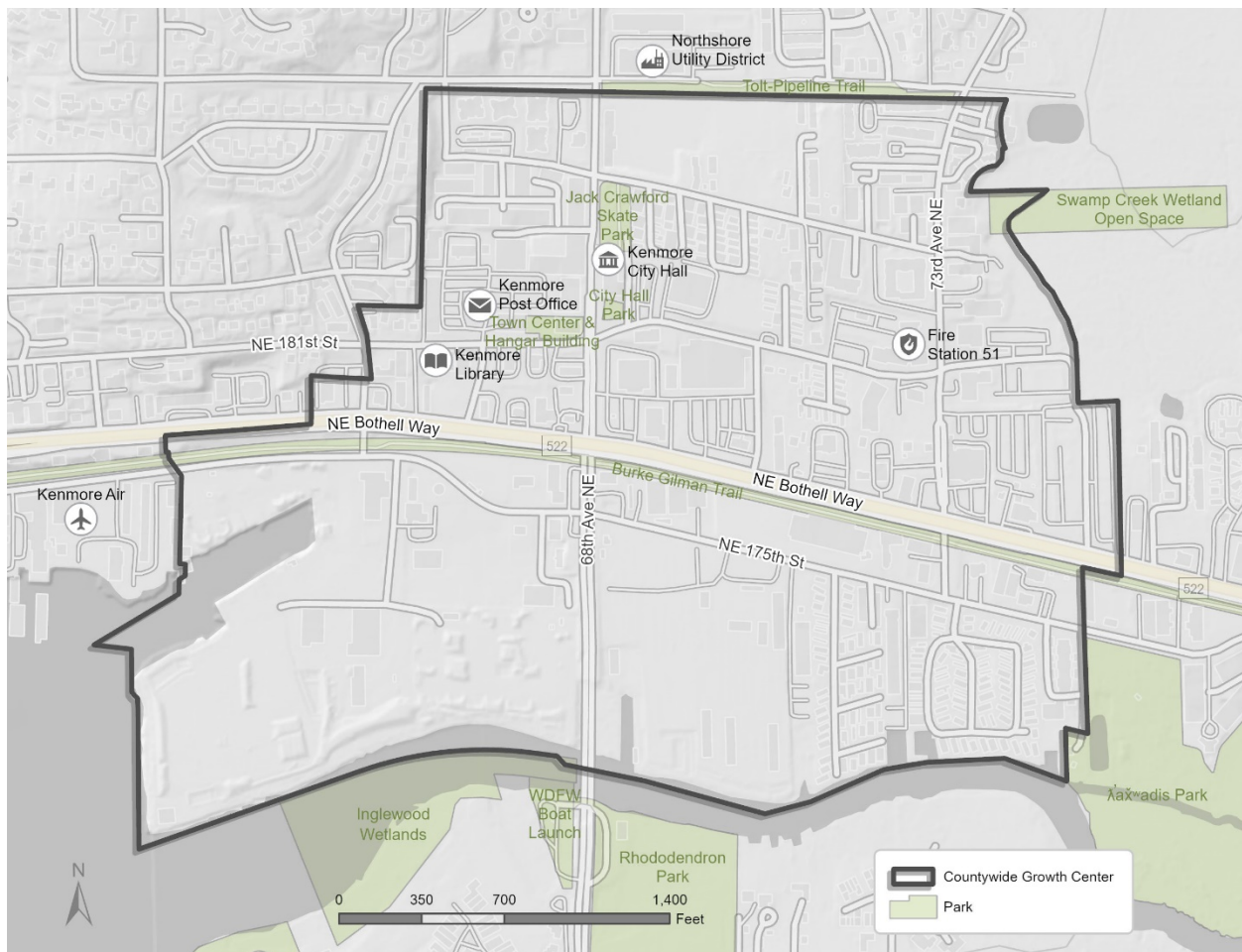
As mentioned previously, Downtown Kenmore was designated as a candidate Countywide Growth Center (CGC) by the King County Growth Management Planning Council in December 2021. Countywide Growth Centers, as defined by King County, are areas for equitably concentrating jobs, housing, shopping, and recreational opportunities. They are often smaller downtowns, high-capacity transit station areas, or neighborhood centers that are linked by transit, provide a mix of housing and services, and serve as focal points for local and county investment.

Candidate jurisdictions will identify and plan for countywide centers as part of their 2024 Comprehensive Plan updates. Once completed, King County Growth Management Planning Council will act in 2025-26 to adopt the final set countywide centers, including Downtown Kenmore, at which time the City will submit an application for full designation.

As noted in the descriptions above, downtown Kenmore is divided into 4 quadrants, with 68th Avenue NE and Bothell Way/SR-522 as the two road corridors separating the quadrants.

Figure D-1 shows the boundary of the Countywide Growth Center.

Figure D-1 Countywide Growth Center



Center Criteria

As a candidate Countywide Growth Center, Kenmore has the option of documenting how it meets Puget Sound Regional Council (PSRC) Plan Review Manual specifications in a comprehensive plan element instead of a stand-alone subarea plan. Once the County adopts the final set of countywide centers in 2025-26, Kenmore may develop a separate Downtown Kenmore subarea plan.

Goals, objectives, and policies that are applicable to the Downtown Kenmore Countywide Growth Center may be found in the Countywide Growth Center policy section below.

KEY RECOMMENDATIONS AND ADOPTION OF A NEW DOWNTOWN PLAN

Because many of the key components of the original Downtown Plan have been implemented since the original Plan's adoption in 2003, there is a need to revisit and develop an updated Downtown Plan. In March 2024, City staff collaborated with the Urban Land Institute (ULI)² to evaluate existing conditions and help City staff consider the next "lifecycle" of Kenmore downtown planning. Through a 2-day "TAP" working session, ULI expert panelists interviewed key community stakeholders, evaluated current economic and demographic trends, and developed several recommendations as part of a report titled *Downtown Kenmore TAP Report*. This document serves as a guide that City leaders and the community may consider when updating the next Downtown Plan.

Key Recommendations from the ULI Panelists for Consideration include:

1. Social Infrastructure – Human and neighborly connections inform opportunities and upward economic mobility, increasing community resilience.

a) Use Social Infrastructure to Build Resilience

b) Amplify, Expand, and Connect Kenmore's Assets

c) Wayfinding and Business Support

d) Programming and Place Management

e) Arts Activation and Community Hub

f) Social Infrastructure Opportunities

2. Physical Infrastructure – Consider several strategies to take advantage of public spaces and infrastructure.

² Urban Land Institute is an interdisciplinary, worldwide membership organization which represents all aspects of real estate and urban development. ULI Northwest conducts one-and-a-half-day TAPs offering objective and responsible advice to local decision-makers on a wide variety of land use and real estate issues ranging from site-specific projects to public policy questions. The TAP program is intentionally flexible to provide a customized approach to specific land use and real estate issues. In fulfillment of ULI's mission, this technical assistance report is intended to provide objective advice that will promote the responsible use of land to enhance the environment.

1 ~~a) Reforest Kenmore~~

2 ~~b) Continue Public Investments to Improve Livability and Value~~

3 ~~c) Green Loop~~

4 ~~d) Build a 522 Bridge Connecting North & South Downtown Areas~~

5 ~~e) Execute the Park and Ride TOD~~

6 ~~f) Continue Reinvestment and Redevelopment of Downtown~~

7 ~~3. Economic Infrastructure – Provide the framework to support quality of life, economic~~
8 ~~opportunity, and vitality of local business~~

9 ~~a) Infill Development Incentives, Permits, and Regulation Certainty~~

10 ~~b) Invest in Community – Programs and Placemaking – Constraint Research~~

11 ~~c) Strategic Parcel Identification and Support~~

12 ~~More detail may be found in the Downtown Kenmore ULI TAP Report.~~

GOALS, OBJECTIVES, AND POLICIES

Downtown Kenmore

Following are the Downtown goals, objectives and policies. In some cases, policies are cross-referenced in more than one Element ~~or Sub-Element~~, and this is noted by a policy reference in italics (e.g., *Policy LU-2.5.1*).

GOAL DT-1. MAKE DOWNTOWN THE FOCAL POINT OF THE COMMUNITY.

OBJECTIVE DT-1.1 Identify and support Kenmore's Downtown as a center for commercial, civic, cultural, park, and higher density housing uses and activities.

Policy DT-1.1.1 Consistent with the districts identified in Policy LU-2.1.2, encourage a mix of uses in Downtown including several or all of the following:

- a. Government, educational, health, human service, and public safety facilities;
- b. Retail stores and services;
- c. Professional offices;
- d. Multi-family housing, manufactured housing communities and mixed-use developments;
- e. Underground, under-building, structured, and/or shared parking; and,
- f. Parks and open space.

Policy DT-1.1.2 Identify Downtown Kenmore as ~~part of a~~ High-Capacity Transit (HCT) Community Larger City pursuant to VISION 2050 Vision 2040 and the King County Countywide Planning Policies. ~~HCTsLarger Cities~~ are cities connected to existing or planned light rail, commuter rail, ferry, streetcar, and bus rapid transit facilities. As one of 34 HCT communities, Kenmore plays an increasingly important role as a hub to accommodate regional employment and population growth. Targeting growth within these transit-rich communities helps to support mobility and reduces the number and length of vehicle trips locally defined central places providing an array of land uses with sufficient densities and intensities to encourage transit and non-motorized transportation.

Policy DT-1.1.3 Work with other organizations to promote civic and community events which foster community pride and promote the Downtown. For example, a farmers market, activities at the Hangar and Town Square.

OBJECTIVE DT-1.2 Define Downtown Land Use DistrictsCharacter.

Policy **DT-1.2.1** ~~Continue to implement and evaluate land use regulations that support implement Provide for land use districts that address the different characteristics districts of downtown by encouraging regional serving development south of SR-522 and local serving development north of SR-522.~~

Policy **DT-1.2.2** ~~Focus Support public investment and civic uses, as well as mixed uses, in the northwest quadrant of the 68th Avenue NE and SR-522 intersection as conceptualized in Figure LU-8. If there is a truly unique opportunity in another quadrant of the Downtown that would meet multiple City goals and other City evaluation criteria, it should not be ruled out.~~

Policy **DT-1.2.3** ~~Foster public/private partnerships to stimulate development consistent with Downtown character.~~

Policy **DT-1.2.4** ~~Develop a Main Street, such as 181st Street, that emphasizes architectural integration, promotes walkability, and helps develop and reinforce a sense of place and identity of downtown Kenmore.~~

OBJECTIVE DT-1.3 Define varying development intensities and scales within the Downtown.

Policy **DT-1.3.1** ~~Continue to implement and evaluate Create and apply~~ different intensity or density standards that address the different characters of different areas of Downtown. Types of land uses allowed may be more intensive in regional-serving districts than in local-serving districts.

Policy **DT-1.3.2** ~~Continue to implement and evaluate Vary~~ design and development standards by district such as floor area ratios, building heights, ground-level and upper-story setbacks, building modulation, and façade treatments, dependent upon the regional-serving or local-serving nature of the differing areas. Development standards also should consider topography, view corridors, and compatibility with adjacent residential uses surrounding the different areas of the Downtown.

Policy **DT-1.3.3** ~~Consistent with the Climate Action Plan and Element, promote density near high frequency transit, and encourage infill and redevelopment in and near the Downtown area.~~

OBJECTIVE DT-1.4 Identify development and redevelopment incentives and infrastructure phasing in the Downtown.

Policy **DT-1.4.1** Invest in transportation, surface water, civic, and park infrastructure and facility improvements in portions of the Downtown where public investment has the most potential to stimulate private reinvestment and redevelopment: ~~where strategically financially feasible and sustainable.~~

Policy **DT-1.4.2** Identify Downtown as a receiving area for density transfers from properties with environmentally sensitive areas or to preserve existing affordable housing.

Policy **DT-1.4.3** Give Downtown locations the highest priority when siting City and government facilities which have significant employment or destination potential.

Policy **DT-1.4.4** Encourage innovative, quality development and redevelopment through a variety of regulatory, incentive, and program strategies. Possible approaches include:

- a. Special development standards for infill or redevelopment sites;
- b. Assembly and resale of sites to providers of affordable housing or mixed-use developments;
- c. Impact mitigation fee structures that favor infill or redevelopment;
- d. Expedited permit processes;
- e. Greater regulatory flexibility;
- f. Reduced permit fees and/or delayed fees; and
- g. Joint public/private loan guarantee pools.

h. Financial incentives such as Multi-Family Tax Exemption, Tax Increment Financing.

Policy **DT-1.4.5** ~~Implement a Downtown plan to Facilitate development in the Downtown that meets the community vision. Guide Downtown implementation strategies with input from key Downtown and community stakeholders.~~

Policy **DT-1.4.6** Monitor ongoing economic trends to anticipate future development opportunities and assist the City in amending development regulations.

OBJECTIVE **DT-1.5 Beautify Downtown with attractive, functional, and enduring buildings and places.**

Policy **DT-1.5.1** Focus design review standards and guidelines towards Downtown as well as commercial and multi-family development Citywide. Ensure that provisions allow for creativity and flexibility while meeting common design principles. *(see Policy LU-10.1.2)*

Policy **DT-1.5.2** Promote the concept of a “center” through the use of common design themes such as street and landscape materials and building style and materials.

Policy **DT-1.5.3** Enhance the aesthetic quality and compatibility among land uses through landscaping, building orientation and setbacks, traffic control and other measures to reduce potential conflicts. Distinctive or historical local

character and natural features should be reflected in development design to provide variety within Downtown.

Policy **DT-1.5.4** Identify and encourage the creation of parks, plazas, and public green spaces which enhance the aesthetics and ~~character—social and environmental health~~ of Kenmore.

Policy **DT-1.5.5** Require screening of unsightly views, such as heavy machinery, storage areas, loading docks, and parking areas to minimize their visibility from adjacent properties and from arterials.

Policy **DT-1.5.6** Provide locations for public gatherings in civic and commercial developments where appropriate. (*see Policy LU-12.1.2*)

Policy **DT-1.5.7** Regulate signs to contribute to the ~~color and character~~ **visual coherence** of Downtown, while reducing glare and other adverse visual impacts on nearby residents. ~~Sign requirements may vary by the nature of regional-serving versus local-serving districts.~~

GOAL **DT-2. PROMOTE DOWNTOWN AS A VITAL, PEDESTRIAN-FRIENDLY CENTER.**

OBJECTIVE **DT-2.1 Increase pedestrian activity in the city center and encourage pedestrian-oriented uses and designs.**

Policy **DT-2.1.1** Encourage transit, bicycle, and pedestrian travel through compact development patterns. Multistory construction, structured parking, and other techniques to use land efficiently should be encouraged.

Policy **DT-2.1.2** Through zoning regulations, master plan and site plan reviews, or other methods, group compatible uses to reduce conflicts among uses and to increase convenience for businesses, employees, users and pedestrians.

Policy **DT-2.1.3** Provide routes for pedestrian, auto, bicycle, transit and truck travel with convenient access to each major destination. Buildings should be close to sidewalks to promote walking and browsing, with parking areas located on the side or rear of buildings.

Policy **DT-2.1.4** Off-street parking should not disrupt pedestrian access to commercial uses. Front yard parking should be discouraged and interconnection of parking lots should be required.

Policy **DT-2.1.5** Identify the most desirable placement and orientation of new buildings to improve the overall pedestrian activity and improve the aesthetics of the center.

Policy **DT-2.1.6** Improve and add sidewalks in the Downtown in accordance with Transportation Element goals, objectives, and policies.

OBJECTIVE **2.2 Create a Downtown circulation system that promotes mobility for all modes of travel to and within Downtown.**

~~Policy DTLU-5.2.1 Create a loop road circulation system around Downtown providing for automobile and non-motorized travel, as shown in Figure LU-6.~~

Policy **DT-2.2.1** Design and implement a sidewalk system in the Downtown. Ensure that crosswalks are identifiable and contribute to the design and intended character of the Downtown.

Policy **DT-2.2.2** Provide trail connections to the Burke-Gilman Trail through a pedestrian bridge crossing SR-522 and at signalized intersections.

~~Policy **DT-2.2.3** In cooperation with Metro, Sound Transit, and Community Transit, establish Downtown as an intra-community transit hub allowing for intra-community and regional transportation connections. Structured facilities with ground floor retail should be promoted. Continue coordination with Sound Transit in the development of future bus rapid transit (BRT) service in Kenmore, as well as a future garage at Kenmore Park & Ride.~~

Policy **DT-2.2.4** Implement a Transportation Improvement Program that emphasizes improvements facilitating Downtown redevelopment and traffic movement consistent with the Transportation and Capital Facility Elements.

Policy **DT-2.2.5** Promote pedestrian-friendly streets with street furniture and trees. Develop street trees and vegetation standards that unify the Downtown, define Downtown streets, and allow for appropriate business visibility. Incorporate street furniture and art into Downtown street standards, including benches, trash and recycling receptacles, tree grates, street lamps, and other amenities.

Policy **DT-2.2.6** For safety and aesthetic purposes, promote the use of landscaped buffers between curbs and sidewalks, particularly along arterials. Ensure appropriate levels of illumination. Encourage bus stops to have shelters and benches. Provide crosswalks at key locations in Downtown, as well as on SR-522 near Park and Ride lots and transit stops.

OBJECTIVE DT-2.3 Encourage mixed-use development which contains a variety of uses having activity levels at different times of day.

Policy **DT-2.3.1** Adopt land use and zoning regulations that encourage a mix of uses either within the same structures or within an overall site development. Incentives could include density bonuses, reduced parking rates for uses with alternate peak parking utilization, or other mechanisms.

Policy **DT-2.3.2** Encourage housing development within and surrounding the Downtown to encourage evening utilization of the Downtown.

Policy **DT-2.3.3** Encourage concentrations of housing and commercial and service activities with complementary activity levels such as office and entertainment complexes, housing and office uses, and other combinations.

OBJECTIVE DT-2.4 Provide housing and commercial development that supports transit.

Policy ~~DT-2.4.1~~ Establish minimum housing densities for Downtown development districts.

Policy ~~DT-2.4.2~~ Establish minimum floor area ratios or employment levels, and/or implement business retention and expansion activities, for Downtown development districts to support transit.

Policy ~~DT-2.4.3~~ Allow joint parking facilities in the vicinity of the development they serve.

OBJECTIVE ~~DT-2.5~~ Provide a range variety of housing choices opportunities within and surrounding Downtown to support commercial businesses and alternative modes of transportation.

Policy ~~DT-2.5.1~~ Designate appropriate locations for multi-family land use and zoning districts accommodating a variety of housing types such as townhomes, apartments and manufactured housing communities.

Policy ~~DT-2.5.2~~ Encourage multi-family housing as part of mixed-use developments within Downtown.

Policy ~~DT-2.5.3~~ Allow multi-family housing in stand-alone complexes within Downtown districts subject to locational criteria, such as sites along secondary access points or sites that would not inhibit commercial or mixed-use development in prime locations.

GOAL ~~DT-3~~. LINK DOWNTOWN TO THE REST OF THE COMMUNITY.

OBJECTIVE ~~DT-3.1~~ Strengthen the connections between Downtown and the other neighborhoods.

Policy ~~DT-3.1.1~~ Develop an integrated and hierarchical street tree, signage, and public art program to identify Downtown, government facilities, and parks throughout the community.

Policy ~~DT-3.1.2~~ Ensure that appropriate development, design, and buffering techniques allow for a graduated transition between the Downtown and adjacent neighborhoods.

OBJECTIVE ~~DT-3.2~~ Provide safe pedestrian, bicycle, and automobile connections across SR-522 and the Sammamish River.

~~Policy ~~DT-2.1~~ Consider sidewalk priorities consistent with the Transportation Element and provide a continuous sidewalk system on 68th Avenue NE and Juanita Drive.~~

Policy ~~DT-3.2.12~~ Establish an identifiable and safe bicycle route across SR-522 and the Sammamish River.

Policy ~~DT-3.2.23~~ Endeavor to reduce traffic volumes through an intra-community transit system and a loop road around Downtown.

Policy **DT-3.2.34** Consider capacity improvements cautiously to ensure that the improvements will not attract significantly greater pass-through traffic.

OBJECTIVE DT-3.3 Connect Downtown to the Lake Washington and Sammamish River waterfronts, and to area parks and open spaces.

Policy **DT-3.3.1** Ensure the sidewalk system is improved to allow for connections to the Burke-Gilman trail and to shoreline access areas established through the Shoreline Master Program permit process.

Policy **DT-3.3.2** Establish a primary and secondary path network in and around Downtown with connections to the waterfront. The primary network consists of sidewalks along streets and the Burke-Gilman Trail. The secondary network consists of off-street non-motorized paths encircling and bisecting Downtown blocks. ~~The primary and secondary network is shown in Figure LU-6. The circulation concept for the northwest quadrant in particular is shown in Figure LU-7.~~

Countywide Growth Center

The following are goals, objectives and policies specifically related to the Downtown Kenmore Countywide Growth Center. See also Goal 3 in the Land Use Element.

GOAL DT-4. ENSURE A VARIETY OF LAND USES IN THE DOWNTOWN CENTER.

OBJECTIVE DT-4.1 Retain a variety of uses and activities in downtown that serves the needs of existing and future residents and businesses.

Policy DT-4.1.1 Promote the countywide growth center as a location for a variety of businesses, including retail, services, office, cultural, and entertainment uses, while ensuring that these uses are compatible with mixed-use development.

Policy DT-4.1.2 Coordinate land use and infrastructure/services planning such that major public and semi-public uses are located within walking distance to transit.

Policy DT-4.1.3 Ensure that transit-supportive land uses³ are permitted to maximize increased transit ridership.

Policy DT-4.1.4 Explore opportunities for sustainable, equitable, and resilient transit-oriented development (TOD) that helps create a vibrant downtown. Reduce disparities and improve access to opportunity and equitable outcomes through inclusive community planning.

³ See PSRC's 2015 [Transit Supportive Densities and Land Uses](#) report. Among job categories, government, knowledge-based, and entertainment industries are most likely to locate in transit-oriented development and are most likely to benefit from proximity to transit. Education, civic, and cultural institutions, such as universities, libraries, community centers, and museums attract significant travel by a variety of modes, including transit.

1 Policy DT-4.1.5 Create opportunities and incentives for equitable TOD, and through
2 targeted public and private investments that meet the needs of current
3 and future residents and businesses.

4
5 Policy DT-4.1.6 Explore public-private partnerships, co-location of facilities, regional
6 facility opportunities, and other creative tools to meet the unique public
7 needs of centers, including utilities, transportation, parks, beautification,
8 civic, social, and other improvements and needs. When reviewing and
9 updating land use and sub-area plans, consider potential location for
10 these public needs.

11
12 ***GOAL DT-5. ACCOMMODATE FOR AND ALLOCATE GROWTH IN THE DOWNTOWN CENTER.***

13
14 ***OBJECTIVE DT-5.1 The majority of Kenmore's future growth shall be allocated to Downtown***
15 ***Kenmore.***

16
17 Policy DT-5.1.1 Focus housing and employment into downtown and high-capacity transit
18 areas consistent with VISION 2050 Regional Growth Strategy and at
19 densities that maximize transit-oriented development potential.

20
21 Policy DT-5.1.2 Use State Environmental Policy Act (SEPA) planned actions and
22 exemptions to efficiently accomplish and streamline environmental
23 review in downtown.

24
25 ***GOAL DT-6. EMPHASIZE THE IMPORTANCE OF MULTI-MODAL TRANSPORTATION***
26 ***OPTIONS IN THE DOWNTOWN CENTER***

27
28
29 ***OBJECTIVE DT-6.1 Provide a variety of mobility choices to increase access to, from, and***
30 ***within downtown, with emphasis on walking, bicycling, and transit.***

31
32 Policy DT-6.1.1 Encourage transit-oriented development within downtown that is within a
33 walkable and bikeable distance of high-capacity transit stops to take
34 advance of local and regional transit options.

35
36 Policy DT-6.1.2 Work with King County Metro and Sound Transit to provide a full range of
37 transit services within the downtown area. Continue to provide and
38 upgrade transit shelters and other amenities, as needed.

39
40 Policy DT-6.1.3 Downtown streetscapes should be safe and comfortable for pedestrians,
41 bicyclists to meet the needs of all community members consistent with
42 the Diversity, Equity, Inclusion and Accessibility (DEIA) strategy.

43
44 Policy DT-6.1.4 Support transportation demand management and right-size parking
45 strategies to help manage parking for residents, businesses, and during
46 special events in the downtown area.

GOAL DT-7 ENSURE PARKS, RECREATION AND OTHER CULTURAL AMENITIES ARE KEY ASSETS IN THE DOWNTOWN CENTER

OBJECTIVE DT-7.1 Provide for a variety of parks, plazas, pathways, open spaces and public art in downtown.

Policy DT-7.1.1 Create opportunities for parks, plazas, pathways, and public art throughout the downtown.

Policy DT-7.1.2 Parks and open spaces within downtown should linked or adjacent to one another to provide for connectivity.

Policy DT-7.1.3 Expand hardscapes and other gathering spaces that provide for both small and large events.

IMPLEMENTATION STRATEGIES/PROGRAMS

As the City embarks on the new updated Downtown Plan, it is important to identify key implementation programs. Kenmore Downtown Plan includes implementation strategies which should be considered. The following implementation Strategies programs may be considered to implement the Downtown Vision: are included in the areas of:

- Business Retention
- Economic Development
- Infrastructure/Services, and
- Regulations/Permitting
- Parks, Open Space, and Recreation
- Architectural/Placemaking
- Streets/Sidewalks/Bike Lanes
- Transfer of Development Rights (TDR) Program for Affordable Housing
- Parking Management
- Update the Four Downtown Quadrant Strategy

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- Community Attributes, Inc. (July 2018). Economic Development Strategy for the City of Kenmore, Washington.
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- King County Growth Management Planning Council (~~March 2023~~ December 2012). Countywide Planning Policies, Seattle, WA.
- Property Counselors (October 2005). Kenmore Downtown Plan Market Study. Prepared for City of Kenmore, Seattle, WA.
- Urban Land Institute Northwest (June 2024). Downtown Kenmore TAP Report. Prepared for City of Kenmore.
- Puget Sound Regional Council (December 2009). VISION 2040, Seattle, WA.
- Puget Sound Regional Council (October 2020) VISION 2050. Seattle, WA.

- 1 **Figure LU-6**
- 2 **Downtown Circulation Concept**
- 3

- 1 **Figure LU-7**
- 2 **Northwest Quadrant Circulation Plan**
- 3

- 1 **Figure LU-8**
- 2 **Strategic Civic Investment Area**

EXHIBIT B

~~Text~~ = deleted text

Text = new text

COMMUNITY DESIGN SUB-ELEMENT

INTRODUCTION

Purpose

~~Although not required by State law, the purpose of the Community Design Sub-Element is to guide future development and redevelopment that creates the visual identity of Kenmore so that, ensuring that the city continues to it develops as a vibrant waterfront community, protects the natural environmental is protected and quality, protects its enhanced, ensuring compatible impacts to residential and commercial development neighborhoods are reduced, promotes alternative modes of travel, and enhances the streetscape and landscape on all streets is enhanced.~~

The element is meant to address community goals of improving and maintaining Kenmore's natural and built environment, creating a variety of gathering places, and promoting the diversity of arts and cultural opportunities. The element also addresses the vision of protecting the natural environment through thoughtful building design and landscaping that complements and enhances public and natural spaces.

Countywide Planning Policies

The King County Countywide Planning Policies require jurisdictions to promote a high quality of design and site planning using traditional and innovative environmentally sensitive development practices in both publicly funded construction (such as civic buildings, parks, bridges, transit stops) and private development.

EXISTING CONDITIONS BACKGROUND

At just over 6 square miles, Kenmore is a community that has developed over time with many established residential neighborhoods and a growing multi-family core in the downtown area along SR-522 (Bothell Way). Most residential neighborhoods outside the SR-522 corridor were built after the 1970s. These neighborhoods of predominantly single-family homes are generally in good condition and are well maintained. Trees are lacking along major arterials and along many residential streets. While most streets lack sidewalks, there are several collectors and minor arterials that have new sidewalks and street trees added.

SR-522 (Bothell Way), which dominates Kenmore's Downtown corridor, is the city's primary east-west corridor highly congested with regional automobile traffic. Included along its length are auto-oriented commercial establishments including gas stations, fast food restaurants, service stations, supermarkets, and other strip retail development that have been prevalent over the last several decades. Parking lots and signs on tall poles signs dominate much of the appearance of the Downtown core area. While there are some newer developments located just to the north of SR-522, many buildings in this area along the corridor are lacking a continuity of form, and are set back from the street, and often have ing parking lots separating them from the street.

Completed in 2022. Publicly funded infrastructure improvements along the SR-522 corridor from the eastern city boundary to approximately 61st Avenue NE included new sidewalks, landscaping, lighting, transit lanes, public art, and intersection improvements. Through strategic public investments, including City Hall, the Kenmore Library, the Northshore Fire Department Headquarters, and the Hanger and proposed Town Green Square and Community Building, as well as several privately-funded mixed-use developments, a new Downtown Kenmore core is emerging, particularly along the NE 181st corridor between 66th Avenue NE & 73rd Avenue NE. The private Spencer68 and Kenmore Village commercial project, built on land purchased from the City, are also key to creating this “central place.”

Most of the residential neighborhoods outside the SR-522 corridor were built after the 1970s. These neighborhoods of single-family homes are generally in good condition and are well maintained. Trees are lacking along major arterials and along many residential streets. Most streets lack sidewalks. As of 2014, the City had more than 290 mobile homes in six mobile home parks, as well as many mobile homes on single lots. Also, as of 2014, there were an estimated 2,268 multifamily units in the City, including apartments, condominiums and townhouses.

COMMUNITY CHARACTER & DESIGN POLICY

The Vision for Kenmore is multi-faceted, addressing community pride, single-family neighborhood residential character—livability protection, creation of a vibrant central place, enduring and attractive buildings and places community spaces, natural environment protection, an interconnected circulation system, and connection to the waterfront, among others.

The City of Kenmore embraces diversity, equity, and inclusion, is striving to raise awareness of its history, its indigenous peoples and pioneer heritage, and nurtures the ethnic and cultural traditions of the community. The City also prioritizes sustainability and climate action initiatives, which has been further emphasized through the adoption of the city’s first Climate Action Plan and Climate Action Element, both adopted in 2023.

Although While these concerns priorities and objectives can be divided into separate topics and addressed in other Elements, as they are elsewhere in this Comprehensive Plan, the Community Design Sub-Element goals, objectives, and policies are intended to bring together interrelated issues that affect the community atmosphere environment and physical presence. Kenmore is a community that honors the past while looking forward to an innovative, sustainable, and vibrant future. Kenmore recognizes its role in the greater metropolitan area, while also valuing its role as a welcoming and diverse city with strong community values and culture.

To that end, the policies provide design guidance, particularly addressing:

- Downtown Kenmore as a Countywide mixed-use activity center with high density and intensity infill development
- Kenmore as a vibrant waterfront community that is connected both visually and physically to its waterfront
- Promotion of alternate modes of travel, and streetscape/landscape improvements
- Site design reflecting natural characteristics

- Compatibility in style and scale between uses of different intensities
- Emphasis on increasing vegetation in the community
- Compatible residential development standards.

- Promote inclusivity and sense of belonging through design.

- Site design that protects the natural environment to meet climate action goals.

To address ~~the large majority of~~ most of the issues, particularly for larger or higher intensity developments, a key program is the design review process in Downtown Kenmore and high visibility areas. Design Standard Areas are identified along the SR-522 corridor, as well as to the north along both 68th Avenue NE and 73rd Avenue north to approximately NE 185th Street. The purpose and intent of the design review process is to create a community that has attractive, functional, and enduring buildings and places, to create pedestrian-oriented mixed use areas, and to encourage green infrastructure.

GOALS, OBJECTIVES, AND POLICIES

Following are the community design goals, objectives and policies. In some cases, policies are cross-referenced in more than one Element or ~~Sub~~-Element, and this is noted by a policy reference in italics (e.g., *Policy ~~LU~~CD-4.5.6*).

GOAL 7. INCREASE THE COMMUNITY'S CONNECTION TO THE WATERFRONT.

OBJECTIVE 7.1 ~~Maintain~~ and, enhance, and protect view corridors to Lake Washington and the Sammamish River.

Policy ~~LU~~CD-7.1.1 Identify important public view corridors to Lake Washington and the Sammamish River. Existing views are illustrated on Figure LU-9. Methods to retain existing views include, but are not limited to:

Figure LU9

Existing Views – Downtown Vicinity

- Retain existing views currently in areas of public ownership, such as on City-owned lands.
- Retain view corridors in existing road rights of way, recreational areas and regional trail corridors such as Log Boom Park, Rhododendron Park, ~~Na'xwadis (Tl' awh-ah-dees) Park~~, the Burke-Gilman Trail, SR-522, and along 68th Avenue NE, by requiring adjacent new developments to provide visual access.

Policy ~~LU-CD-7.1.2~~ Evaluate alternative development regulations and tools to maintain and enhance public view corridors to Lake Washington and the Sammamish River. ~~Existing and potential views to be preserved or enhanced are illustrated in Figure LU-10.~~ Methods to maintain and enhance view corridors include, but are not limited to:

- Create potential for view corridors by requiring them in the design and permitting of private property development proposals.
- Require future Downtown master plans to ~~exploit~~ **capitalize on** potential water views through design and development regulations such as design guidelines. These design and development regulations would address massing of buildings, percent of width, building heights, setbacks, signage, and scale of the built and pedestrian environment.
- Address potential interference in visual access, such as a pedestrian bridge connection over SR-522 in Downtown, through appropriate design.

OBJECTIVE 7.2 Maintain and enhance the public's **ability to physically access and visually enjoy to** the Lake Washington and Sammamish River waterfronts.

Policy ~~LU-CD-7.2.1~~ Consistent with the Parks, Recreation and Open Space Element, establish and implement plans, development policies, regulations, and incentives to provide increased public access to the waterfront.

GOAL 8. PROVIDE FOR ENVIRONMENTAL QUALITY, OPEN SPACE, AND VEGETATION.

OBJECTIVE 8.1 Protect **and reduce impacts to** natural and environmentally **sensitive critical** areas, open space, trees, vegetation, natural terrain, and drainage.

Policy ~~LU-CD-8.1.1~~ Through development standards, protect wetlands, streams and lakes, retaining habitat value and flood control. Ensure development is designed to be responsive to the environment.

Policy ~~LU-CD~~-8.1.2 Through density and development guidelines, minimize development in environmentally sensitive areas such as landslide, erosion, seismic and flood hazard areas.

Policy ~~LU-CD~~-8.1.3 During development review, encourage use of natural terrain and drainage, and ~~indigenous native plants and~~ landscaping to minimize erosion and promote the efficient use of renewable resources, water and energy.

Policy ~~LU-CD~~-8.1.4 Promote the adequate provision of peripheral and internal open space and recreation uses in new development, including trails and parks.

OBJECTIVE 8.2 Integrate landscaping into streetscapes and developments and increase the biomass in the community.

Policy LU 8.2.1 Continue to require tree ~~retention management and protection~~ plans for development and redevelopment proposals in Kenmore.

Policy ~~LU-CD~~-8.2.2raT Include requirements in development regulations to increase vegetation such as ~~providing~~ perimeter landscaping, parking stall/tree ratios, maximum impervious surface ratios, and other techniques. Consider incentives, such as density bonuses, to provide additional usable landscaped areas.

Policy ~~LU-CD~~-8.2.3 Require developments to retain ~~substantial exceptional~~ trees and include substantial landscape materials to achieve noticeable biomass.

OBJECTIVE 8.3 Encourage cluster residential development along with open space for efficient service delivery and greater environmental protection.

Policy ~~LU-CD~~-8.3.1 In development regulations consider allowing lot size averaging, lot clustering, flexible setback requirements, and other techniques to protect environmentally sensitive areas or to achieve greater neighborhood compatibility. Requirements should include that when these techniques are used, the development should be consistent with development surrounding the site.

GOAL 9. PROMOTE THE EFFICIENT MOVEMENT OF PEOPLE AND GOODS AND LESSEN THE RELIANCE ON THE AUTOMOBILE.

OBJECTIVE 9.1 Create a safe, comfortable, expedient, accessible and attractive circulation system considering vehicles, emergency access, pedestrians, and bicycles where possible.

Policy ~~LU-CD~~-9.1.1 Adopt street design and construction standards that, in addition to facilitating vehicular access, also:

- a. Allow emergency vehicle access 24 hours a day;

- b. Allow for the development of a comprehensive pedestrian and bicycle network;
- c. Encourage transit and non-single occupant vehicle travel; and,
- d. Address aesthetic and environmental characteristics as well as function and safety.

OBJECTIVE 9.2 Promote development which encourages non-single occupant vehicle travel and alternate modes of transportation.

Policy **LU-CD-9.2.1** Promote mixed-use development to reduce vehicle travel between land uses, particularly in the Downtown districts.

Policy **LU-CD-9.2.2** Through development review, promote the appropriate location of parking areas to facilitate non-automobile travel.

Policy **LU-CD-9.2.3** Require new development and redevelopment proposals to provide pedestrian and bicycle connections to existing trails, community facilities and services, transit, schools and the surrounding neighborhood.

Policy **LU-CD-9.2.4** Ensure zoning and subdivision regulations facilitate the creation of useable open space, community facilities and nonmotorized access. Pedestrian mobility should be prioritized and the impact of automobiles on the character of the neighborhood reduced.

Policy CD-9.2.5 Encourage a “park once downtown” to encourage multi-modal transit options.

OBJECTIVE 9.3 In addition to signage, create a system of visual cues on major streets, transit routes, sidewalks, and trails that help lead users to destinations.

Policy **LU-CD-9.3.1** Identify key local and regional destinations as follows:

- a. State, County, and City parks and open spaces;
- b. Neighborhood, Community, Regional, and Downtown commercial districts;
- c. Public and Private educational facilities;
- d. Transit centers; and
- e. Government facilities including City Hall, Northshore Utility District Headquarters, Fire Stations, Police Stations, Library, Community Centers, and others

Policy **LU-CD-9.3.2** Create a hierarchy of tree and vegetation standards, signs, light standards, public art, kiosks, or other features to direct users to key

destinations. Apply these visual cues to the arterials, off-street trail network, and key local and regional destinations.

GOAL 10. CREATE ATTRACTIVE, FUNCTIONAL, AND ENDURING BUILDINGS AND PLACES.

OBJECTIVE 10.1 Create a sense of place and identity for Kenmore while allowing for diversity.

Policy **LU-CD-10.1.1** Through development quality, signage standards, landscape treatments, and public investment visible at community gateways and in a central Downtown, create a sense of identity and place for Kenmore.

Policy **LU-CD-10.1.2** Focus design review standards and guidelines towards Downtown as well as commercial and multi-family development Citywide. Ensure that provisions allow for creativity and flexibility while meeting common design principles. (see Policy **LU-CD-4.5.1**)

Policy **LU-CD-10.1.3** Based upon input from ~~citizens~~ **residents** and the business community, periodically update sign regulations to achieve the following:

- a. Create hierarchy of signage sizes and types addressing regionally-oriented mixed-use and commercial districts and locally-oriented mixed-use and commercial districts;
- b. Minimize sign clutter in business and mixed-use districts;
- c. Encourage signs which orient to non-motorists as well as motorists;
- d. Reduce the prevalence of billboards; and,
- e. Allow for sufficient visibility to support businesses.

Policy **LU-CD-10.1.4** Require screening of unsightly views, such as heavy machinery, storage areas, loading docks, and parking areas to minimize their visibility from adjacent properties, particularly residential districts, and from arterials. (see Policy **LU-CD-4.5.5**)

OBJECTIVE 10.2 Use design standards that promote pedestrian-scale development with human-scale details and an orientation to the street.

Policy **LU-CD-10.2.1** Encourage commercial, high density, and mixed-use developments to incorporate features that are oriented to a human-scale such as upper story setbacks, façade modulation, variety in building materials, benches, street trees, plazas, projecting signs, canopies, street lamps, hanging baskets, or other features.

Policy **LU-CD-10.2.2** In commercial, multi-family, and mixed-use districts, encourage building, parking and site design treatments that accommodate pedestrians and bicyclists as well as automobiles.

Policy **LU-CD-10.2.3** Through design guidelines or standards, encourage appropriate levels of parking in commercial and mixed-use areas, as follows:

- a. Encourage shared and structured parking in the Downtown through requirements and incentives such as density bonuses ~~or deferred fees~~;
- b. Require minimum parking levels, and discourage excessive parking standards through shared parking, demand studies, and other incentives or requirements where appropriate to avoid underutilized expanses of parking and encourage transit and alternate modes of transportation;
- c. Allow for parking to be visible, but not dominate the street view.

OBJECTIVE 10.3 Encourage pedestrian-oriented street design.

Policy **LU-CD-10.3.1** In coordination with the sidewalk priority system established in the Transportation Element, promote sidewalks along arterials and local streets, and sidewalk and path connections, where appropriate, to the off-street non-motorized trail network. For safety and aesthetic purposes, promote the use of landscaped buffers between curbs and sidewalks, particularly along arterials. Ensure appropriate levels of illumination. Encourage bus stops to have shelters and benches.

OBJECTIVE 10.4 Encourage design and development that promotes public safety.

Policy **LU-CD-10.4.1** Include “Crime Prevention through Environmental Design” components in site design guidelines for new development. Where appropriate, techniques may include promoting mixed-use development, visibility of activity areas from surrounding residences and uses, increased pedestrian-level lighting, use of low fences, see-through landscaping, visible building entrances, and other techniques.

Policy **LU-CD-10.4.2** Provide street, access, and signage standards that allow for quick emergency vehicle responses.

OBJECTIVE 10.5 Encourage sustainable design and development.

Policy **LU-CD-10.5.1** Support green building.

OBJECTIVE 10.6 Support existing neighborhoods.

Policy **LU-CD-10.6.1** Consider establishing a matching grant fund for improvement projects proposed by neighborhood or business groups.

Policy **LU-CD-10.6.2** Allow for neighborhood entry markers in sign regulations.

GOAL 11. PROMOTE COMPATIBLE DEVELOPMENT IN RESIDENTIAL NEIGHBORHOODS.

OBJECTIVE 11.1 Prepare and implement development standards and regulations that acknowledge neighborhood character.

Policy **LU-CD-11.1.1** Consider amendments to permitted uses, lot and building dimensional standards, street allowances, and other requirements to achieve compatible development in single-family, multi-family, and mixed-use districts.

Policy **LU-CD-11.1.2** Provide a variety of options such as driveways and joint-use driveways in a manner that allows for integration of new development into existing neighborhoods. Match improvement standards to the number of lots to be served. Encourage the interconnection of the local street pattern.

OBJECTIVE 11.2 Ensure that new housing is compatible with surrounding development in scale and/or design, and provides adequate on-site parking.

Policy **LU-CD-11.2.1** Ensure ~~single-family~~ dwellings are designed in accordance with zoning code requirements applied to achieve compatible housing patterns yet allow for individuality, as well as improvement over time.

Policy **LU-CD-11.2.2** Develop and apply multi-family design guidelines and standards to achieve quality development and compatibility with surrounding uses. Variation in facades, roof lines, and other building design features should be used to give a residential scale and identity to multi-family developments at the development edge. Require multi-family residential development to provide both common and private open space.

Policy **LU-CD-11.2.3** In design guidelines and standards, ensure the provision of common facilities in multi-family developments, such as open space, internal walkways, roads, parking, laundry rooms, solid waste and recycling areas, and mailboxes.

Policy **LU-CD-11.2.4** Ensure multi-family parking standards address sufficient off-street parking to accommodate residents and visitors.

GOAL 12. PRESERVE AND ENHANCE KENMORE'S ~~SMALL-TOWN FEELING~~ UNIQUE IDENTITY AS AN INCLUSIVE AND SUSTAINABLE COMMUNITY AND HIGH QUALITY OF LIFE.

OBJECTIVE 12.1 Provide a community atmosphere that is inclusive and family-friendly, and that fosters a sense of belonging and pride.

Policy **LU-CD-12.1.1** Support and develop community events that foster pride in the community such as fairs, parades, community forums, or other events celebrating Kenmore citizens, institutions, history, or other community features.

Policy ~~LU-CD~~-12.1.2 Provide locations for public gatherings in civic and commercial developments where appropriate. (see Policy ~~LU-CD~~-4.5.6)

Policy ~~LU-CD~~-12.1.3 Encourage private reinvestment in residential and commercial areas by:

- a. Developing and implementing capital facility plans for transportation, surface water and parks facilities maintenance and improvements;
- b. Supporting housing rehabilitation assistance programs offered by King County or other agencies;
- c. Supporting weatherization programs offered by King County or utilities;
- d. Investigating mechanisms that support historic residential and commercial sites or neighborhoods;
- e. Encouraging liberal refuse pick-up, including large items;
- f. Supporting the formation of business improvement districts; and
- g. Considering funding matches, loans or similar programs for owners rehabilitating commercial buildings and sites.

Policy ~~LU-CD~~-12.1.4 Provide appropriate resources towards enforcing nuisance ordinances addressing junk cars, noxious weeds, and other blighting influences.

Policy ~~LU-CD~~-12.1.5 Provide appropriate resources towards building and zoning code enforcement to help ensure sufficient structure and site quality and maintenance.

OBJECTIVE 12.2 Maintain ~~smaller-scale~~compatible development in residential neighborhoods.

Policy ~~LU-CD~~-12.2.1 Achieve compatibility in residential neighborhoods through the application of development standards addressing building size. Standards may address building height, roof pitch, lot coverage, floor area ratios, setbacks, maximum impervious surfaces, and other aspects that affect building size.

Policy ~~LU-CD~~-12.2.2 Non-residential uses such as governmental, utility, religious, social, and other institutional uses should consider surrounding neighborhood character when siting such facilities in residential neighborhoods. Design should consider appropriate building form, location of activities on the site, transitions and buffers as appropriate to achieve compatibility.

OBJECTIVE 12.3 Seek to integrate ~~large-scale~~ development that protects environmental quality, and enhances the community's quality of life.

Policy ~~LU-CD-12.3.1~~ Encourage the consolidation of land to achieve development that is functional, attractive, and offers community amenities.

Policy ~~LU-CD-12.3.2~~ Require master plans for properties in the Public and Private Facilities land use district, and for developments exceeding a size threshold in the Downtown zones.

Policy ~~LU-CD-12.3.3~~ Ensure that ~~large-scale~~ developments protect environmentally sensitive areas and develop design solutions that recognize natural features and cultural resources (historic or archaeological) as site and community amenities.

GOAL 12.41 WELCOME TRAVELERS AND RESIDENTS TO THE COMMUNITY

OBJECTIVE 12.41.1 Promote the development of primary entrances to the City as gateways to the community City through development quality, design and landscape standards, land use regulations, and street standards.

Policy ~~LU-CD-12.4.1.11.1.1~~ Define the primary entrances to the City as follows:

- a. The vicinity of the western city limits along Bothell Way;
- b. The vicinity of the eastern city limits along Bothell Way;
- c. The vicinity of the southern city limits along Juanita Drive;
- d. The vicinity of the southeastern city limits along Simonds Road; and,
- e. The ~~future Downtown transit hub~~ Kenmore Park & Ride.
- f. The Burke Gilman Trail.

Policy ~~LU-CD-12.4.1.21.1.2~~ Address secondary entrances to the City along arterials not listed in Policy ~~LU-CD-12.1.1.1~~, as well as waterway entrances from Lake Washington.

1 *Figure LU10*

2 **Preservation of Existing and Potential Views – Downtown Vicinity**

3

Policy ~~LU-CD-12.4.1.3~~ Define gateway entrances through coordinated streetscape improvements such as gateway markers, landscaping, or other methods.

Policy ~~LU-CD-12.4.1.4~~ Through land use and development regulations as well as strategic investment, ensure quality development and infrastructure define Kenmore.

OBJECTIVE 12.4.2.1.2 Promote quality urban design and vegetated boulevard treatments along SR-522 encourage street trees and vegetation along SR-522.

~~Policy LU-CD-12.1.2.14.2.2 Implement the City-sponsored SR-522 Design Report prepared in conjunction with WSDOT. The plan includes sidewalk improvements, a median, and landscape standards.~~

Policy ~~LU-CD-12.1.2.24.2.1~~ Apply design and signage regulations to commercial and mixed-use developments along SR-522 addressing building size, orientation, access points, linked parking areas, and other measures to ensure noticeable, attractive visual appeal. Recognize the need for view corridors to business signs

GOAL 13.1 HONOR AND CELEBRATE THE HISTORY OF KENMORE

Policy CD-13.1.1.1 Collaborate with Kenmore Heritage Society to foster knowledge and appreciation of the city's historical resources and heritage.

Policy CD-13.1.1.2 Participate with local, county, state, and national historical organizations to educate Kenmore residents about the value of local cultural and historical resources through educational and informational exhibits, brochures, events, and the City's website.

Policy CD-13.1.1.3 Continue to collaborate with community partners to provide information that interprets the history of Kenmore, including historical displays, programs, activities, special events, landmark plaques, and interpretive signage.

Policy CD-13.1.1.4 Support the preservation of historical buildings, such as the Kenmore Community Clubhouse, former St. Edward Seminary (The Lodge at St. Edward), and the Thomsen Estate, as well as other buildings and sites with historical significance.

GOAL 14.1 CELEBRATE COMMUNITY DIVERSITY AND PROMOTE CULTURAL AWARENESS

Policy CD-14.1.1 Connect and partner with community, business, and social service groups and organizations to celebrate the diversity and cultural heritage of Kenmore.

Policy CD-14.1.2 Continue to facilitate city-wide, neighborhood, and community cultural events.

Policy CD-14.1.3 Support programs which engage and educate residents and community leaders about diversity and cultural awareness.

Policy CD-14.1.4 Continue ongoing implementation of the City's Diversity, Equity, Inclusion and Accessibility Strategic Plan policies to educate and foster a community of respect, equity, and mutual understanding.

GOAL 15.1 SUPPORT ACCESS TO PERFORMANCE AND VISUAL ARTS IN KENMORE

Policy CD-15.1.1 Collaborate with Arts of Kenmore to celebrate and integrate projects and programming that reflect the interests of the community.

Policy CD-15.1.2 Promote and sustain a vibrant creative community which helps celebrate cultural heritage and strengthens community identity.

Policy CD-15.1.3 Expand Kenmore's public art collection to include pieces and programs that represent the cultural diversity of the community.

IMPLEMENTATION STRATEGIES

The Community Design policies would require new or increased commitments of City resources to prepare new regulations, review/amend existing regulations, create educational or incentive programs, or coordinate with adjacent jurisdictions.

New programs, rules, or regulations would be needed to address:

- Strategies to promote housing reinvestment
- Downtown redevelopment incentives
- Matching grant funds for community projects
- Community gateway standards
- Master plan requirements for the Public and Private Facilities district.

A review of existing programs, rules and regulations would be needed to ensure they meet the policies. Rules, regulations and programs that should be reviewed include:

- Community events sponsorships
- Capital infrastructure plans
- Nuisance/violation regulations and enforcement
- Development standards addressing neighborhood character and compatibility with surrounding development
- Sign regulations
- Sidewalk standards
- Landscape standards
- Street standards
- Tree retention requirements

- Cluster development regulations.

Additional or continuing efforts would need to be made to coordinate with adjacent jurisdictions or to participate in regional programs, including:

- Coordination with WSDOT regarding improvements and access along SR-522.

- Support the revival and growth of business and retail in the Downtown district, aligning with its unique character. Foster attractions that appeal to patrons throughout the day and evening. Offer a balanced mix of on-street, surface, and structured parking options, along with shared and multi-modal alternatives. Whenever possible, reduce parking requirements.

REFERENCES

Kenmore Heritage Society, <https://kenmoreheritagesociety.com/> (2024).

King County Growth Management Planning Council (December 2021-22). Countywide Planning Policies. Seattle, WA.

SUMMARY OF PROPOSED AMENDMENTS

DOWNTOWN ELEMENT

The Downtown Element is not a requirement of the Growth Management Act (GMA). However, several GMA goals, as well as Countywide Planning Policies (CPPs), address the containment of sprawl, and the provision of efficient services and utilities, which can be met through development of “regional growth centers” such as a downtown.

The Downtown Element and Plan was originally adopted in 2003. Amendments to the Downtown Element include:

Introduction

- Updated to include the mention of CPPs and King County Countywide Growth Center (CGC).

Current Development Conditions and Trends

- Revised to include updated information since the last update, including downtown Kenmore as a CGC.

Kenmore Urban Design Inventory and Analysis

- Revised section to include development changes since the last update.

Market Area

- Revised based on current market conditions.

Opportunities for Development

- Update on Lakepointe
- Update on Demand by Development Types and Long-Term Opportunities

Downtown Plans

- Updated general description of existing Downtown Plan
- Updated Strategic Civic Investment Area section.
- A description of the CGC, including map of the area.

Key Recommendations and Adoption of a New Downtown Plan

- Description of the Urban Land Institute Technical Advisory Panel, held in March 2024¹.
- ### Goals, Objectives, and Policies

- Updated section to reflect all changes as noted above, including several new goals and policies.

Implementation Programs

- Updated section to include TDR, Parking Management, and the Four Quadrant Strategy

COMMUNITY DESIGN ELEMENT

The Community Design Element is another element that is not required by the GMA, but is a locally-important element which helps guides the visual identify of Kenmore, ensuring that the city continues to develop as a vibrant waterfront community and ensures that residential and commercial development is compatible with the natural environment.

The following sections and items were amended as part of this Comprehensive Plan update:

Purpose

- Updated to reflect the importance of this element.

Background

- Revised with more descriptive language to strengthen the section.

Community Character & Design Policy

- Additional language to tie to other Comprehensive Plan elements.
- Updated goals and policies, including new sections regarding Kenmore's history, cultural diversity and awareness, and importance of visual arts.

¹ Since the original Downtown Plan has been fully implemented, a new Plan will be developed in the next few years based on amendments from this Element, as well as recommendations received as part of the Urban Land Institute's Technical Advisory Panel.



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Presentation of Planning Commission's Recommendations on Comprehensive Plan Amendments – Surface Water Element, Table CF-B Capital Facilities Element, Natural Environment Element

Proposed Council Action/Motion:

No action is requested; Information and discussion

For Council Meeting Agenda of: 9/9/24

Department: Community Development Department & Environmental Services Department

Prepared by: Debbie Bent, Community Development Director, Richard Sawyer, Environmental Services Director, and Todd Hall, Principal Planner

Initial & Date

Approved by Department Head:

DB/RS

Approved by City Attorney:

NA

Approved by Finance Director:

NA

Approved by City Manager:

RK

Attachments/Exhibits:

Exhibit A: Draft Surface Water Element
Exhibit B: Draft Table CF-B Capital Facilities Element
Exhibit C: Draft Natural Environment Element
Exhibit D: Draft Amendments to Chapter 18.20 KMC – Technical Terms and Land Use Definitions
Exhibit E: Draft Amendments to Chapter 18.55 KMC – Critical Areas
Exhibit F: Summary of Comprehensive Plan amendments

Summary:

At your September 9 joint meeting with the Planning Commission, the Planning Commission will present their recommendations on the revised Surface Water Element, Table CF-B of the Capital Facilities Element, revised Natural Environment Element, and amendments to Chapters 18.20 and 18.55 of Kenmore Municipal Code.

Information/Background:

In January 2024, the City Council assigned to the Planning Commission review of the Comprehensive Pla, including elements as listed above, 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 works follows:

- January 2024: City Council approved the Annual Docket for the Planning Commission, including amendments to the Surface Water Element, Table CF-B Capital Facilities Element, and Natural Environment Element for the 2024 Comprehensive Plan update.

- May 2024: Planning Commission reviewed the first draft of Natural Environment Element.
- June 2024: Planning Commission reviewed the first draft of Surface Water Element
- July 2024: Planning Commission reviewed next drafts of the elements, including amendments to Chapters 18.20 and 18.55 of KMC.
- September 2024: Planning Commission held a public hearing for the elements and approved their final recommendations. There were no public comments on any of the drafts.

Next Steps

On September 9, the City Council will begin their discussion of the above mentioned Comprehensive Plan elements and KMC amendments. If needed, the City Council meeting on September 23 will also be an opportunity for additional review.

If the City Council has substantive changes to any of the elements, a public hearing may be held at the November 18, 2024, meeting. Adoption of the Comprehensive Plan and associated KMC amendments is anticipated for the December 9, 2024, meeting.

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 these elements and KMC updates:
Priority 2: Implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

EXHIBIT A

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SURFACE WATER ELEMENT

INTRODUCTION

Purpose

The purpose of the Surface Water Element is to provide goals, objectives and policies relevant to the management of the City's municipal separate storm sewer system (MS4), private stormwater systems and natural surface water systems (i.e. streams, wetlands, groundwater and shoreline), on both public and privately owned land. Surface Water Management is an interdisciplinary practice and many of the policies and programs discussed in this element compliment and build upon the policies of other Comprehensive Plan Elements, particularly those in the Natural Environment, Shoreline and Climate Action Elements. The intent of this Element is to remain consistent with other Elements but provide additional clarity in regards to the City's management of surface water.

Growth Management Act

The Growth Management Act (GMA) does not require a Surface Water Element for comprehensive plans (RCW 36.70A.070). However, components of surface water and stormwater management are referenced in several other Element and state regulations allow the city to include this as an optional element because it deals with environmental protection, natural resource lands, design and natural hazard reduction and supports the implementation of other elements.

King County Countywide Planning Policies

The GMA requires that cities and counties develop county-wide planning policies to ensure consistency between regionally connected comprehensive plans. King County Countywide Planning Policies (CPP) identify policies relevant to surface and storm water management and the City is committed to aligning with these regional goals, including:

- Incorporate protection and restoration efforts into plans to ensure the quality of the natural environment is sustained for future generations.
- Require appropriate low-impact development practices in development regulations.
- Work cooperatively to manage floodplain development.
- Protect wetlands, emphasizing preservation and enhancement of the highest quality wetlands and wetland systems.
- Collaborate with the Puget Sound Partnership to implement the Puget Sound Action Agenda.
- Manage natural drainage systems to improve water quality and habitat functions, minimize erosion and sedimentation, protect public health, reduce flood risks, and moderate peak stormwater runoff rates. Work cooperatively among local, regional,

state, national, and tribal jurisdictions to establish, monitor, and enforce consistent standards for managing streams and wetlands throughout drainage basins.

- Support and incentivize environmental stewardship on private and public lands to protect and enhance habitat, water quality, and other ecosystem services.
- Identify and preserve open space.

Clean Water Act

The Federal Water Pollution Control act, originating in 1948 and expanded in 1972, became known as the “Clean Water Act” or CWA. Under the CWA, the United States Environmental Protection Agency (EPA) implements programs to control the discharge of pollutants into Waters of the United States. The National Pollutant Discharge Elimination System (NPDES) program issue permits to regulate the discharge of pollutants into Waters of the United States. The EPA delegates authority to the Washington State Department of Ecology (Ecology) to implement NPDES programs in Washington State.

Beginning in 2007, the city has been required to obtain an NPDES permit (Permit) from Ecology to discharge stormwater into local receiving water bodies from its municipal separate storm sewer system (MS4). An MS4 includes the network of pipes, ditches, curbs, catch basins, ponds, vaults and other stormwater infrastructure needed to collect, convey and treat stormwater runoff. As of 2024, the Permit requires the city to implement a variety of programs to comply with the CWA, including:

- Stormwater Planning
- Public Education and Outreach
- Public Involvement and Participation
- MS4 Mapping and Documentation
- Illicit Discharge Detection and Elimination
- Controlling Runoff from New Development, Redevelopment and Construction Sites
- Stormwater Management for Existing Development
- Operations and Maintenance
- Source Control Program for Existing Development
- Compliance with Total Maximum Daily Load Requirements
- Monitoring and Assessment
- Reporting

Ecology issues other types of NPDES permits, in addition to the municipal stormwater permit, which include categories such as industrial activities, construction activities, aquatic plant and algae management, and others.

The goals, objectives and policies in this Element are intended to be consistent with NPDES Permit requirements and maintain compliance with the Clean Water Act and the State of Washington Water Pollution Control Law Chapter 90.48 Revised Code of Washington.

Water Resource Inventory Area (WRIA) 8

Water Resource Inventory Area (WRIA) 8 includes Lake Washington, Cedar River, and Lake Sammamish watersheds. To facilitate the recovery of Chinook Salmon, which are listed as

threatened under the Endangered Species Act, local governments within WRIA 8 formed a Salmon Recovery Council, developed the Chinook Salmon Conservation Plan and continue to implement that Plan as of 2024. The City of Kenmore is a participating and voting member of the Salmon Recovery Council and the goals, objectives and policies in this Element are intended to be consistent with the WRIA 8 Chinook Salmon Conservation Plan.

BACKGROUND

The City of Kenmore is shaped by surface water, from the shorelines of Lake Washington and the Sammamish River dividing the City's landscape, to the numerous streams converging from all directions on these two larger waterbodies with all connected through a network of wetlands, springs, groundwater pathways, and floodplains.

The Kenmore area developed long before it incorporated as a city in 1998 with many of the existing major roads already in place at the turn of the 20th century providing access to the logging industry active in the area. By 1980, many of the City's neighborhoods were developed without the benefit of adequate surface water management resulting in little to no management of runoff from these older developments. The results of unmitigated clearing, grading, compaction, and removal of native soils, plants and trees coupled with the filling or modification of wetlands, floodplains, shorelines and streams began contributing to issues such as erosion, flooding, degradation of water quality, and habitat loss. Additionally, most drainage basins within the City extend far beyond its municipal boundaries and upstream runoff makes its way down to the City, adding to the challenge of managing not only the City's surface water, but runoff from neighboring jurisdictions.

To manage surface water more effectively, the City drafted its first Surface Water Element of the Comprehensive Plan in March of 2001, which was updated in 2008 and 2014. The Surface Water Element provides long range goals, policies and objectives that guide City Council and staff when making decisions related to the management of the City's surface water environment and stormwater system (MS4). The City's first Surface Water Management Plan, which was also developed in 2001, provides more detail on the implementation of surface water management in the City. The Surface Water Management Plan was updated in 2008 and 2015 and was renamed to the Surface Water Master Plan to avoid confusion with the Stormwater Management Program Plan required by Ecology as part of the City's NPDES permit. The Surface Water Master Plan includes, but is not limited to: an analysis of current and emerging issues, compliance strategies for existing and new regulatory requirements, evaluation and update of policies, update of strategies to improve water quality, update of development management strategies, review and update of surface water related operations and maintenance programs, review of flooding issues, basin planning, review of capital projects, and other topics relevant to surface water management. The Surface Water Master Plan is intended to be consistent with the goals, policies and objectives of the Surface Water Element and is often updated concurrent with or soon after a Surface Water Element update.

As the City's surface water management program matures, many of the same issues continue to challenge the City today as they did at the City's incorporation in 1998. High volumes of polluted runoff continue to flood streams and lakes resulting in localized flooding issues and

degraded aquatic systems. Through the objectives and policies stated in this element, and the programs referenced therein, the City's goal is to develop, maintain, manage and improve a surface water system that serves the community, enhances the quality of life and protects the environment.

GOALS, OBJECTIVES AND POLICIES

GOAL 1. FUND SURFACE WATER MANAGEMENT.

OBJECTIVE 1.1 *Establish a sustainable and equitable surface water management funding structure that supports all capital and operating expenditures.*

Policy 1.1.1 The City ~~shall~~ should implement annual rates and charges for all developed parcels within the city to fund surface water management activities. Additionally, the City ~~shall~~ should implement one-time capital facility charges for all new development.

Policy 1.1.2 The City's biennium budget ~~shall~~ should include a Surface Water Management Fund that is updated with each City budget. The Surface Water Management Fund ~~shall~~ should provide adequate revenue for forecasted operating and capital expenditures while maintaining an appropriate fund balance to minimize impacts due to year-to-year expenditure or revenue variances.

Policy 1.1.3 The Surface Water Management Fund ~~shall~~ should conduct periodic analysis of its funding structure to ensure that it is adequate to meet near and long-term capital and operating expenditures.

Policy 1.1.4 The Surface Water Management Fund ~~shall~~ should consider issuing debt to fund activities consistent with surface water management goals, if necessary. The City ~~h~~ should manage debt, if any, to ensure continued high credit quality, access to credit markets, and financial flexibility.

Policy 1.1.5 The City should apply for grants that support implementation of activities consistent with surface water management goals.

GOAL 2. EFFECTIVELY MANAGE THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AND PRIVATE SURFACE WATER SYSTEMS IN A MANNER THAT REDUCES FLOODING, ENHANCES WATER QUALITY AND PROTECTS THE NATURAL ENVIRONMENT.

OBJECTIVE 2.1 Comply with the current Western Washington Phase II Municipal Stormwater Permit (National Pollutant Discharge Elimination System and State Waste Discharge General Permit).

Policy SW 2.1.1 The City ~~shall~~should implement the requirements of the Permit. As of 2024, this includes obtaining coverage under the Permit, implementing a Stormwater Management Program, submitting an annual Stormwater Management Program Plan, complying with Total Maximum Daily Load (TMDL) requirements, complying with Monitoring and Assessment requirements, and complying with Reporting and Recordkeeping requirements, including submittal of an annual report. Ecology may modify or add program elements to the Permit over time and the City ~~shall~~should maintain compliance with any future changes.

OBJECTIVE 2.2 Utilize Best Available Science to manage Development, Redevelopment, Construction, and City Projects to mitigate flooding and reduce the discharge of pollutants to the maximum extent practicable.

Policy SW 2.2.1 The City ~~shall~~should adopt and implement an approved Surface Water Design Manual, which is equivalent to the current Washington State Department of Ecology Stormwater Management Manual for Western Washington. As of 2024, the City has adopted the King County Surface Water Design Manual and Stormwater Pollution Prevention Manual.

Policy SW 2.2.2 Where feasible, the City ~~shall~~should make low impact development (LID) the preferred and commonly used approach to site development. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning and distributed stormwater management practices that are integrated into a project design.

OBJECTIVE 2.3 Inspect, maintain and operate the City's MS4 to protect public infrastructure and the natural environment, improve water quality and reduce flooding.

Policy SW 2.3.1 The City ~~shall~~should inspect and maintain the MS4 to the maintenance standards provided in the City's adopted Surface Water Design Manual.

Policy SW 2.3.2 The City ~~shall~~should inspect the MS4 for spills, illicit discharges, and illicit connections and respond promptly when notified of spills or illicit discharges into the MS4 to prevent the discharge of pollutants to the maximum extent practicable.

OBJECTIVE 2.4 *Inspect and manage privately owned stormwater systems to protect public infrastructure and the natural environment, improve water quality and reduce flooding.*

Policy 2.4.1 The City does not operate or maintain privately owned surface water systems unless that system has been formally accepted by the City and is located within the right-of-way or within a tract or easement dedicated to the City for the purpose of operating and maintaining said system.

Policy 2.4.1 The City ~~shall~~should inspect, if authorized, privately owned and operated stormwater systems. When necessary, the City ~~shall~~should provide technical assistance and education to promote maintenance of private systems. If necessary, the City ~~shall~~should utilize applicable regulations to enforce maintenance.

GOAL 3 IMPLEMENT A SURFACE WATER MANAGEMENT CAPITAL IMPROVEMENT PROGRAM

OBJECTIVE 3.1 *Manage surface water on City capital projects, including transportation, parks and facility projects, beyond minimal requirements, if possible.*

Policy SW 3.1.1 The City ~~shall~~should implement capital improvement programs that maintain and improve the MS4 in a manner that enhances and protects the City's natural environment, mitigates flooding problems, improves water quality, promotes a reliable and safe transportation network and provides the community a safe and healthy place for living, working and recreation.

Policy SW 3.1.2 The City ~~shall~~should explore options to provide enhanced surface water management on City projects, particularly for projects adjacent to non-treated areas.

OBJECTIVE 3.2 *Remove fish passage barriers on City streams.*

Policy SW 3.2.1 The City ~~shall~~should evaluate and prioritize stream culverts throughout the city to create and implement a culvert replacement program to remove fish passage barrier culverts. These projects will be identified in the Surface Water Management CIP.

OBJECTIVE 3.3 *Implement projects that conserve open space, restore surface water systems, and improve habitat.*

Policy SW 3.3.1 The City ~~shall~~should evaluate and prioritize properties throughout the city to conserve properties with high conservation and restoration value. These projects will be identified in the Surface Water Management CIP.

Policy SW 3.3.2 The City ~~shall~~should prioritize properties for acquisition that will avoid loss of existing open space and critical areas through development (such as properties eligible for *reasonable use exception*).

OBJECTIVE 3.4 *Implement retrofit projects that enhance existing surface water facilities and provide surface water facilities in existing developed areas that lack surface water management.*

Policy 3.4.1 The City ~~shall~~should identify and prioritize retrofit project locations and include them in the Surface Water Management CIP.

Policy 3.4.2 The City ~~shall~~should seek opportunities to design and implement surface water management facilities that are functional, serve as amenities, and serve multiple purposes such as those described in the Parks Element of the City of Kenmore Comprehensive Plan.

GOAL 4 *PROTECT, MAINTAIN, ENHANCE AND RESTORE NATURAL SURFACE WATER SYSTEMS*

OBJECTIVE 4.1 **Support City policies, regulations and standards that support the protection, enhancement and restoration of the City's extensive natural surface water environment.**

Policy SW 4.1.1 Consistent with Shoreline Element of the City of Kenmore Comprehensive Plan, coordinate and support efforts which strive to preserve, protect and enhance the City's abundant shoreline habitat.

Policy SW 4.1.2 Consistent with Natural Environment Element of the City of Kenmore Comprehensive Plan, coordinate and support efforts that provide protection of wetlands, plants and wildlife, maintain and promote a diversity of species and habitat, and use low impact development best management practices.

Policy SW 4.1.3 Consistent with Climate Action Element of the City of Kenmore Comprehensive Plan, coordinate and support efforts that protect, conserve, and enhance the water resources in the City and create more climate resilient water systems.

Policy SW 4.1.3 Implement critical and sensitive area regulations that protect and enhance surface waters, which may include but are not limited to buffers, setbacks, erosion and sediment control, mitigation, State Environmental

Policy Act (SEPA) compliance, Hydraulic Permit Approval (HPA) compliance and compliance with any other applicable local, state and federal requirements.

Policy SW 4.1.4 Protect, enhance and restore flood storage, conveyance functions and ecological values of floodplains, wetlands and riparian corridors through the development and implementation of CIP projects, studies and plans.

Policy SW 4.1.5 The City ~~shall~~should implement an Integrated Aquatic Vegetation Management Plan to manage aquatic plants, both native and invasive, in the City's public shoreline areas.

GOAL 5 SUPPORT REGIONAL EFFORTS THAT ALIGN WITH THE CITY'S SURFACE WATER MANAGEMENT AND CLIMATE ACTION GOALS.

OBJECTIVE 5.1 *Promote and support opportunities for public involvement and participation, which may include but are not limited to stewardship groups, volunteer opportunities and grant partnerships.*

Policy 5.1.1 Support regional and local community groups that seek to steward surface water environments within the city in a manner consistent with the city's surface water management goals. Examples of support may include funding, staff assistance, and providing resources.

OBJECTIVE 5.2 *Promote and support opportunities for regional coordination and watershed level management of the City's natural surface water systems. Kenmore often contains only a portion, and in some cases a very small portion, of the natural surface water systems that pass through the City. The City will actively pursue coordination with upstream jurisdictions and partners to manage these natural resources and share responsibility.*

~~OBJECTIVE~~**Policy 5.2.13** The City ~~shall~~should support and actively participate on the Watershed Resource Inventory Area (WRIA) 8 Salmon Recovery Council and implement actions, to the best of the City's ability, that support efforts for Chinook Salmon recovery.

~~OBJECTIVE~~**Policy 5.2.24** The City ~~shall~~should participate in the regional Stormwater Action Monitoring (SAM) program. SAM is a collaborative, regional monitoring program funded through a partnership of over 90 cities, counties, ports and Washington State Department of Transportation. SAM conducts stormwater management practices effectiveness monitoring, status and trends monitoring of streams and nearshore marine waters and source identification studies.

Policy 5.2.3 The City should support upstream activities of other jurisdictions and non-governmental organizations (such as Adopt-a-Stream and SnoKing

Watershed Council) that conduct work consistent with the city's surface water management goals occurring outside of the city's jurisdiction.

IMPLEMENTATION

Implementation of the Surface Water Element is primarily achieved through the application of the following documents and regulations (available online):

- Western Washington Phase II Municipal Stormwater Permit issued by Washington State Department of Ecology.
 - o The 2019-2024 Permit expires July 31, 2024
 - o The 2024-2029 Permit begins on August 1, 2029
- City Biennium Budget (constrained budget)
- Periodic analysis of surface water rates
- Surface Water Master Plan
 - o Update planned summer 2024 through spring 2025
 - o Includes basin plan updates
 - o Includes Capital Improvement Program (CIP) updates
 - o CIP includes unconstrained budgeted projects
- King County Surface Water Design Manual
 - o Updated 2021
- King County Stormwater Pollution Prevention Manual
 - o Updated 2021
- Kenmore Road Standards
 - o Updated 2021
- Title 13 Kenmore Municipal Code (Surface and Stormwater Utility)
- Title 16 Kenmore Municipal Code (Shoreline Management)
- Title 18 Kenmore Municipal Code (Zoning, Critical Areas)
- Operations and Maintenance Practices and Policies Manual (OMPPM)
 - o Updated December 31, 2022
- Integrated Aquatic Vegetation Management Plan
 - o Updated 2021
- Climate Action Plan
 - o Adopted 2022

EXHIBIT B

TABLE CF-B
SURFACE WATER FACILITIES CAPITAL IMPROVEMENTS
CITY OF KENMORE
2025-2045 FISCALLY UNCONSTRAINED LIST

PROJECT DETAIL	TOTAL DOLLAR
1 Muck Creek Restoration	\$ 1,000,000
2 192nd Culvert Replacement	\$ 2,300,000
3 169th Culvert Replacement (Samm Trib)	\$ 2,264,100
4 175th Culvert Replacement (0056)	\$ 6,320,000
5 61st 182nd Replacement Culvert (0056)	\$ 7,495,000
6 74th Culvert Replacement Private (0057)	\$ 2,509,000
7 74th Culvert Replacement Public (0057)	\$ 2,498,300
8 76th Culvert Replacement (0057)	\$ 1,957,100
9 163rd Culvert Replacement (0057)	\$ 2,165,400
10 Little Swamp Creek Restoration	\$ 5,716,600
11 Kenmore Lane SW Facility Retrofit	\$ 1,000,000
12 Lakepointe Shoreline Restoration (Salmon Recovery)	\$ 26,000,000
13 Sammamish River Restoration (Salmon Recovery)	\$ 12,000,000
14 Swamp Creek Restoration (Salmon Recovery)	\$ 20,000,000
15 SW Small Works (Annual)	\$ 2,400,000
16 Culvert Replacements (2031-2045, Unspecified)	\$ 25,000,000
17 SW Facility Retrofits (Unspecified)	\$ 11,600,000
18 Restoration Projects (Unspecified)	\$ 21,000,000
TOTAL	\$ 153,225,500

EXHIBIT C

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NATURAL ENVIRONMENT ~~SUB~~-ELEMENT

INTRODUCTION

Natural systems play an important part in defining the City of Kenmore. The different waterways provide recreational opportunities visual amenities for the community. Some of the smaller, unnamed creeks perform an important role in surface water management by channeling runoff from impervious surfaces to the Sammamish River and/or Lake Washington. Streams and wetlands provide habitat for fish and wildlife and the tree-covered hillsides protect the slopes from erosional processes while also providing habitat. Future development will impact the natural systems and should be carefully reviewed to prevent undue adverse impacts that would lead to degradation of critical areas and to property damage.

Purpose

The purpose of the Natural Environment ~~Sub~~-Element is to clarify the relationship between Kenmore's the natural environment and the built environments, to include policies that support the City's commitment to preserving and enhancing the natural environment, and to secureencourage a balanced approach to support to of environmental and built future developmentenvironments, and support Kenmore's vision of an equitable, inclusive, sustainable, and resilient environment. SensitiveCritical-Natural areasenvironment systems such asinclude Lake Washington, Sammamish River, Swamp Creek, wetlands,plus smaller rivers/creeks and their associated wetlands -which all provide open space and important fish and wildlife habitat. open spaces, and fish and wildlife habitat contain much of the natural wealth valued by City residents. Other sensitivecritical-natural areas, such as land prone to flooding and geologically hazardous areas (e.g. steep slopes and landslide hazards) are important because of the risk to lives and property posed by developing them. Citywide Tree canopy, and native vegetation within natural areas, and water quality treatment are all important to support fish and wildlife habitat, and to mitigate the effects of climate change.

Federal and State Requirements

While the Natural Environment Element is not a requirement Under the Growth Management Act (GMA), all jurisdictions are required to protect and enhanceconserve the natural ecosystems through comprehensive plans and policies, and to develop regulations that reflect natural constraints and protect criticalsesensitive featuresenvironments. Land use and development is to be regulated through a variety of management recommendations as established by state and federal agencies in a manner that respects fish and wildlife habitat in conjunction with natural features and functions, including air and water quality. Natural resources and the built environment are to be managed to protect, improve, and sustain environmental quality.

Additionally, under the federal Clean Water Act, administered by the Washington Department of Ecology, local jurisdictional waterways are to be managed to prevent and reduce water pollution, clean up polluted waters, and protect and restore water quality to support recreation, business activities, supply drinking water, and protect fish and other aquatic animalswildlife. for multiple

beneficial uses, including flood and erosion hazard reduction, fish and wildlife habitat, agriculture, open space, water supply, and hydropower. Use of water resources for one purpose should, to the fullest extent possible, preserve and promote opportunities for other uses.

Environmentally Critical Areas and Shoreline Master Program

The Critical Areas chapter of the Kenmore Municipal Code designates and classifies environmentally critical, geologic, and flood hazard areas in order to protect these areas to protect life and property from hazards, while also allowing for reasonable use of public and private property. The Critical Areas chapter also includes regulations on fish and wildlife habitats of importance.

The City's Shoreline Master Program applies to "shorelines of the State." In Kenmore, these include Lake Washington, the Sammamish River, and the main stem of Swamp Creek. In addition, wetlands considered "associated" with State Shorelines, such as Swamp Creek No. 3, are also ~~im~~regulated by the Shoreline Master Program. The Shoreline Master Program regulations include Environment designations of Downtown Waterfront, Shoreline Residential, Urban Conservancy, Natural, and Aquatic. The Downtown Waterfront environment is more permissive in terms of uses and development standards than the other designations. The most restrictive environment designation is the Natural environment. The Shoreline Sub-Element of the Land Use Element addresses shoreline goals, objectives, and policies. The shoreline management chapter of the Kenmore Municipal Code includes regulations implementing the Shoreline Master Program and goals and policies of the Shoreline Sub-Element of the Comprehensive Plan.

Science supported by the State of Washington and partnering agencies playee a large role in defining critical areas, identifying functions and values, and identifying protection strategies. The State's Best Available Science (BAS)¹ rule requires integration of science into the establishment and update of the critical area and shoreline regulations.

Countywide Planning Policies

The King County Countywide Planning Policies (CPP) seek to restore the quality of the natural environment and to protect it for future generations. The policies require all jurisdictions to manage natural drainage systems to improve water quality and habitat functions, minimize erosion and sedimentation, protect public health, reduce flood risks, and moderate peak storm water runoff rates. Jurisdictions in shared basins are to coordinate approaches and standards. Jurisdictions also are directed to encourage locally appropriate low-impact development approaches appropriate in Kenmore and to plan for land use patterns and transportation systems that minimize air pollution and greenhouse gas emissions.

All jurisdictions are to collaborate with the Puget Sound Partnership to implement the Puget Sound Action Agenda for the benefit of Puget Sound and its watersheds.

¹ Best Available Science (BAS) means means current scientific information derived from a valid scientific process, including that used in the process to designate, protect, or restore *critical areas* as defined by WAC 365-195-900 through 365-195-925. See. KMC 18.20.272.

Kenmore Environmental Stewardship and Sustainability

Many in the Kenmore community residents have a high awareness of and greatly value environmental protection. There are many City-sponsored events and nonprofit groups that encourage community involvement and volunteering in stewardship activities that increases community understanding and awareness of the natural environment, promoting sustainable land use activities and low-impact development practices, and how to avoid adverse environmental impacts. The City of Kenmore and its environmental stewards' residents strive to lead by example in the conservation of natural resources, sustainability, and environmental equity.

This element, as well as the Climate Action Element, provide a variety of policies that support environmental stewardship and sustainability.

EXISTING CONDITIONS

Geology

Much of the City of Kenmore is comprised of undulating uplands formed as a result of different glacial depositional processes. Stream erosion, subsequent to glaciation, carved gullies and ravines in the uplands. Drift plains and alternating valleys create a north-south trending "ridge and valley" regional topography, with one major east-west lowland bisecting Kenmore – the Sammamish River Valley where the river empties into Lake Washington. The general topography of Kenmore is varied, ranging from hills up to 500 feet in elevation to the Lake Washington shoreline at 20 feet above sea level.

The Vashon glaciation left a layer of till and recessional sand and gravel deposits that mantle the upland plateaus north and east of Lake Washington. The till and recessional deposits overlie Vashon outwash sand and gravel, and older glacial and nonglacial deposits that overlie bedrock at great depths.

The Vashon and older deposits in the Kenmore area form a sequence of sand and gravel layers separated by finer grained layers of clay and silt or tight, well-graded soils, which are exposed in places along the steep slopes that lie between the upland plateaus and the lowland drainages. The Vashon and older deposits comprise several aquifers and aquitards within the subsurface, which control subsurface water movement from the upland to the lowland as well as to the locations of streams and creeks that occupy former outwash channels.

Lodgment till from the Vashon glaciation mantles much of the upland area but is generally absent from the steeper slopes at the edge of uplands and in the lowland. Lodgment till is an unsorted mixture of sand, gravel, silt, and clay deposited at the base of a glacier that has been compacted to a very dense state by the great weight of the overriding ice. This type of till has very low permeability and typically acts as an aquitard, restricting the downward flow of groundwater and reducing recharge of deeper aquifers. Till occurs at or very near the ground surface in the higher elevations of the watershed where north-south ridges and swales left by the passage of glacial ice cross the upland surface. The Vashon and older deposits in the Kenmore area consist of sand and gravel layers interspersed with finer-grained clay and silt layers. These deposits form aquifers and aquitards within the subsurface, controlling water movement from upland to lowland areas and influencing the locations of streams and creeks. Additionally, lodgment till from the Vashon

glaciation covers much of the upland but is absent from steeper slopes. Lodgment till, a mixture of sand, gravel, silt, and clay, has low permeability and acts as an aquitard, limiting groundwater flow and recharge of deeper aquifers. It occurs near the ground surface in higher elevations where glacial ridges and swales intersect.

The ground surface in upland margins and former large outwash channels is covered by a veneer of recessional outwash and ice contact deposits. These deposits form during the stagnation and melting of ice sheets. They primarily consist of sand and gravel, similar to recessional outwash, but with added variability. Ice contact deposits often contain lenses of very silty material, till, and lacustrine silt and clay, which can hinder infiltration and groundwater flow.

Over the Vashon glacial soils, we find recent, unconsolidated deposits. These include alluvium, organic-rich materials, and fill. The recent alluvium consists of sand and gravel, with interbeds of organic silt, peat, and silty clay. These deposits are poorly drained and associated with hydric soil conditions, particularly within the floodplains of the Sammamish River and Swamp Creek.

~~The ground surface along the upland margins and within former large outwash channels is underlain by a veneer of recessional outwash and ice contact deposits. Ice contact deposits were deposited during stagnation and melting of the ice sheet. These deposits consist of sand and gravel, similar to recessional outwash, but are more variable and often contain lenses of very silty material, till, and lacustrine silt and clay, which impede infiltration and groundwater flow.~~

~~Recent, unconsolidated deposits of alluvium, organic-rich deposits, and fill overlie the Vashon glacial soils. Recent alluvium, consisting of sand and gravel with interbeds of organic silt, peat and silty clay, exists within the floodplains of the Sammamish River and Swamp Creek. In general, the recent alluvium is poorly drained and associated with hydric soil conditions.~~

Geologically Hazardous Areas

Geologically hazardous areas in Kenmore include lands with erosion, landslide, and seismic hazards. ~~These areas pose a threat to health and safety of residents and property owners when residential and nonresidential development~~ Erosion hazard areas, identified on the City's Geologic Hazard Areas map, occur along the northwest City limits, along 61st Avenue NE, land south of NE 170th Street, and along the shoreline in the Inglewood neighborhood and St. Edward State Park.

The identification of areas susceptible to landslides is necessary in the assessment of grading, building, foundation design, housing density, and other land development regulations. Steeply sloping unconsolidated glacial deposits are highly susceptible to landslides. Landslide hazard areas are found along 61st and 68th Avenues NE, the areas south of NE 170th Street, north of Simonds Road, and the Inglewood/St. Edward State Park area along Lake Washington.

Seismic hazard areas are those areas subject to severe risk of earthquake damage as a result of seismically induced settlement or soil liquefaction. The City's Geologic Hazard Areas map identifies the region of Swamp Creek, the Sammamish River basin and the northern end of Lake Washington north of NE 166th Place as a seismic hazard area primarily due to the potential of soil liquefaction during times of seismic activity. Refer to **Figure LU-NE-11** for the map indicating geologic hazard areas in Kenmore. Also refer to the Washington State Department of Natural Resources (DNR) Washington Geologic Survey (WGS) Geologic Information Portal.

Erosion hazard areas are those areas identified by a special study as having “moderate to severe,” “severe,” or “very severe” erosion potential and include areas likely to become unstable, such as bluffs, steep slopes, and areas of unconsolidated soils. Erosion hazard areas should be protected by limiting areas allowed to be disturbed, limiting work during the wet season, increasing erosion and sediment controls during construction, minimizing to the greatest extent possible the removal of any vegetation, requiring post-construction revegetation, and creating penalties for lack of sediment/erosion containment during construction.

Air Quality

Air quality is generally assessed in terms of concentrations of air-borne pollutants being higher or lower than ambient air quality standards set to protect human health and welfare. To measure existing air quality, the Washington State Department of Ecology, and the Puget Sound Clean Air Agency (PSCAA) maintain a network of monitoring stations throughout the Puget Sound region. Based on monitoring information collected over time, state (Ecology) and federal (U.S. Environmental Protection Agency) agencies designate regions as being “attainment” or “nonattainment” areas for particulate air pollutants. Attainment is a measure of whether National Ambient Air Quality Standards (NAAQS) are being met.

King County was designated as a nonattainment area in 1989. This designation brought about maintenance measures to bring the area back into attainment. The county now meets air quality standards and has a long-term plan for continuing to meet and maintain these standards and other requirements of the Clean Air Act. The county presently is designated as a “maintenance area.”

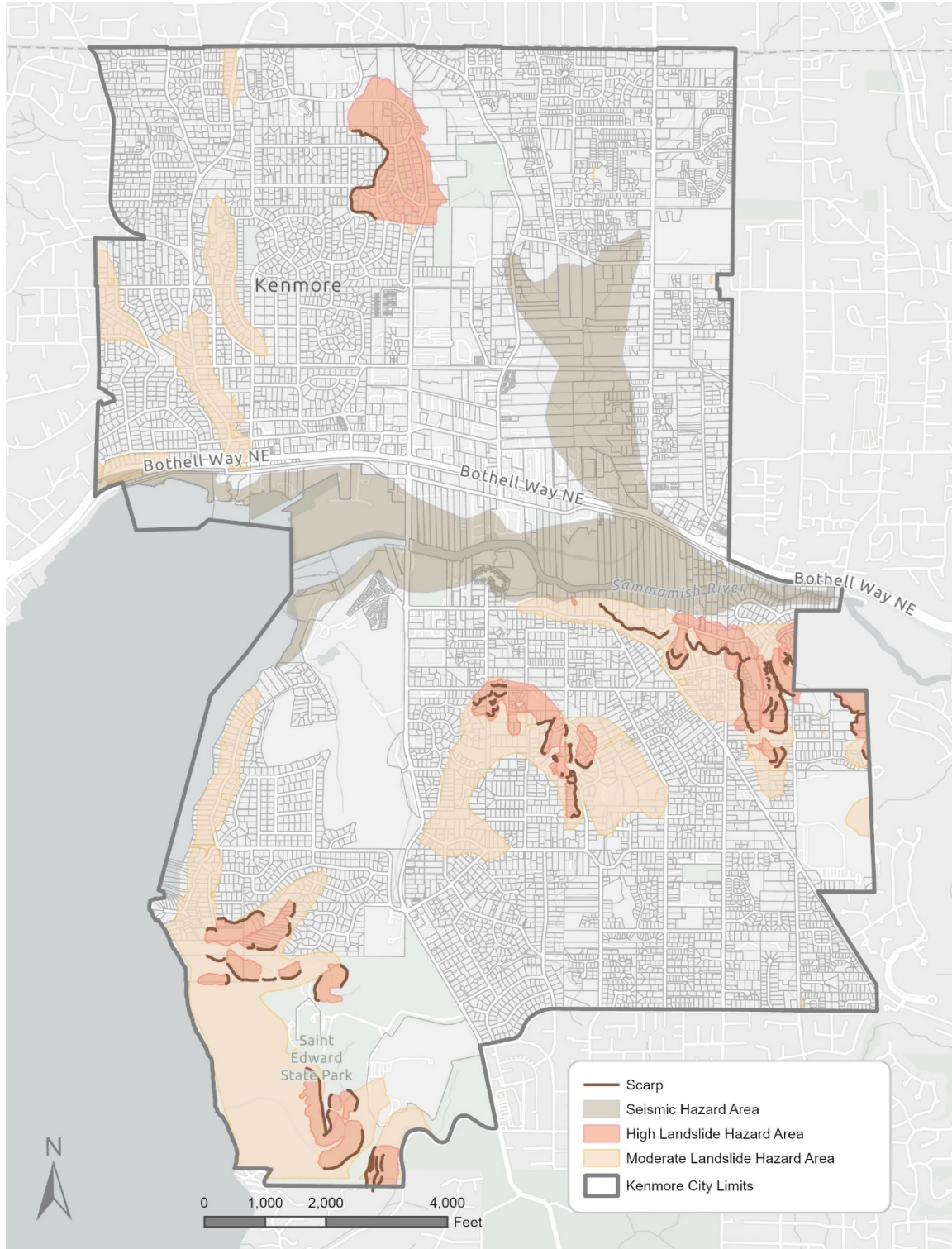
Future Conditions

Overall Air quality in Kenmore is predicted to remain much as it is today, ~~or to improve slightly.~~ There are several industries located along Kenmore’s industrial waterfront that contribute to particulate matter. Wood burning as a primary heating source also contributes to air quality. Additionally, in recent years, Kenmore has experienced air quality degradation due to seasonal wildfire smoke, particularly during the summer months. Kenmore’s Climate Action Element has policies that seek to mitigate negative impacts from all of these sources of air pollution.

~~This is based on continuation of the State vehicle emissions inspection and monitoring program and decreased dependence on wood as a primary heating source as newer houses replace older ones.~~

Additionally, implementation of zoning responsive to air quality concerns can result in air pollution benefits cCountywide and regionally. Decreased air pollution can be expected from zoning and development patterns that result in a reduction in vehicle miles traveled. Concentrated development and higher density development allows transit to serve people more efficiently and generally reduces the number of cars on the road. Although regional or cCountywide emissions can be reduced with efficient land use patterns, air pollutant emissions would still occur in more populated areas and may affect more people. Policies in the Climate Action, Land Use and Transportation elements support compact and transit-oriented development that help reduce vehicular trips and lower emissions.

Figure 14NE-1. Geologically Hazardous Areas²



Source: City of Kenmore GIS

² The information included on this map has been compiled by City of Kenmore staff from a variety of sources and is subject to change without notice. This map is not intended as a survey product. For accurate boundaries, a professional specializing in geotechnical surveys must be consulted.

Water and Wetlands

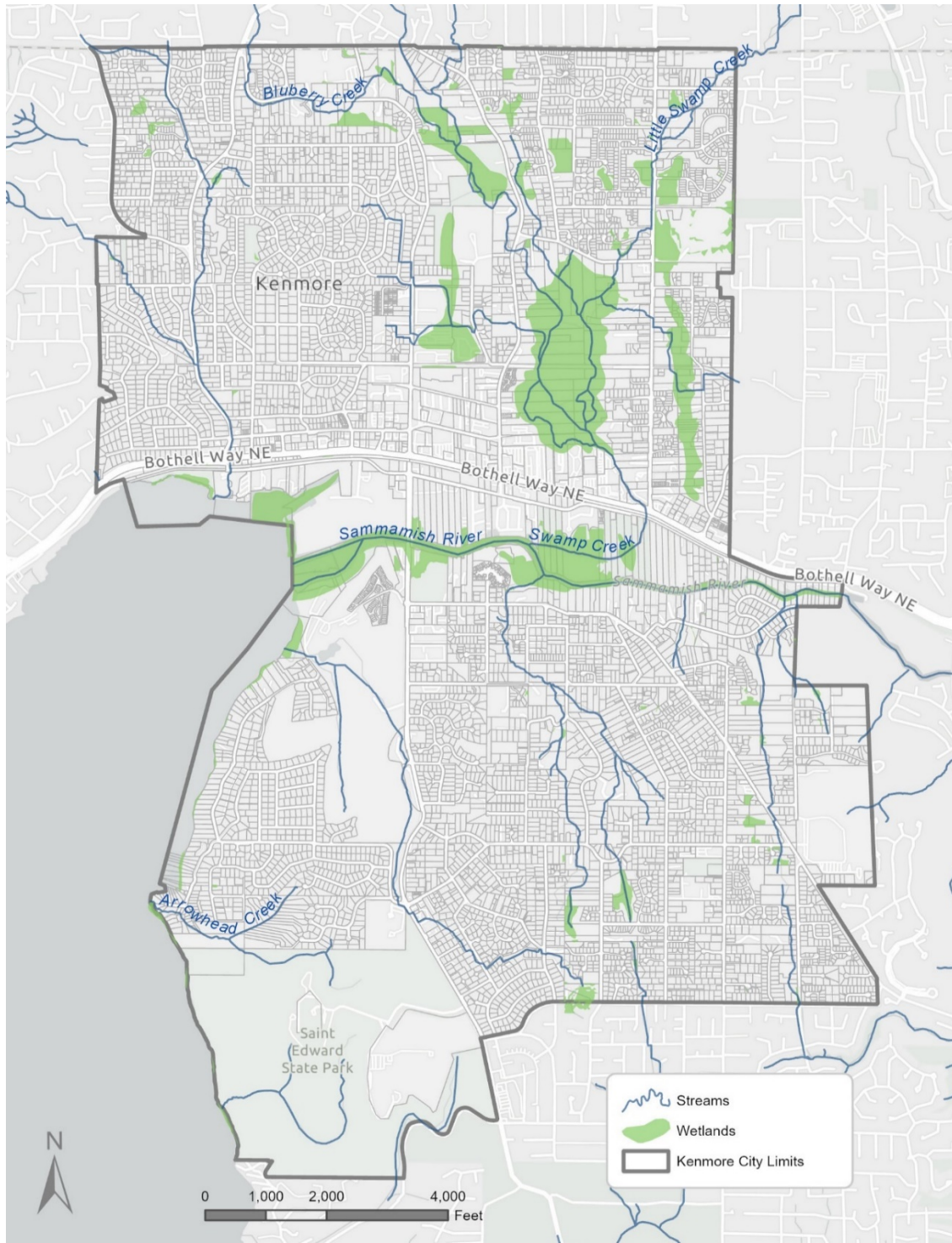
Wetlands provide habitat for a variety of aquatic and terrestrial plant and animal species. The extent to which a wetland will provide wildlife habitat will depend upon several features including the condition of the site, its size, presence of habitat features (e.g. open water, snags, islands or perches), the variety and complexity of the different habitat types within the wetland, and the surrounding habitat in the immediate vicinity. Predominant water features in the City include Swamp Creek as well as its tributaries and associated wetlands, the Sammamish River, and Lake Washington. In addition to these major water bodies, numerous small unnamed streams drain into these features. Kenmore is located in the Water Resources Inventory Area (WRIA) 8, which represents the salmon recovery planning area of the Lake Washington/Cedar/Sammamish watershed. With the joint cooperation of residents, businesses, scientists, environmentalists, and governments, the protection and restoration of salmon water bodies in WRIA 8 is achieved through science-based conservation planning. Funding for salmon conservation is provided by 29 local governments, including Kenmore, in the WRIA 8 watershed.

There are ~~N~~umerous wetlands ~~also are~~ located ~~in throughout~~ the City—many within public open spaces such as Wallace Swamp Creek Park, ~~Ḵaxʷadis (Tl' awh-ah-dees)~~ Squire's Landing Park, and Inglewood Wetlands. Wetlands are transitional areas between aquatic and upland habitats and are identified based upon three parameters: hydrology, soils and vegetation. Through a no net loss policy, wetlands are either preserved or replaced. Mitigation sequencing, or avoidance, is used to the best extent possible to ensure impact to wetlands are avoided. Wetlands are formally identified and delineated in accordance with the approved federal wetland delineation manual and applicable regional supplements. Under normal circumstances, wetlands include the following three components:

- Presence of water (hydrology) or an indication of at least the seasonal presence of water on the surface or in the soils;
- Unique soils (hydric soils) that differ from upland soils due to anaerobic conditions resulting from prolonged or frequent saturation or flooding; and
- A dominance of plants adapted to growing in wet conditions (hydrophytic vegetation).

~~Wetlands provide habitat for a variety of aquatic and terrestrial plant and animal species. The extent to which a wetland will provide wildlife habitat will depend upon several features including the condition of the site, its size, presence of habitat features (e.g. open water, snags, islands or perches), the variety and complexity of the different habitat types within the wetland, and the surrounding habitat in the immediate vicinity. The ability of a wetland to provide habitat can also be linked to the degree it has been fragmented by urbanization and the level of disruption of the hydrology and vegetative continuity with other wetland systems. See Figure LU-11a-NE-2 for a map of streams and wetlands in Kenmore and Figure NE-3 for natural drainage basins.~~

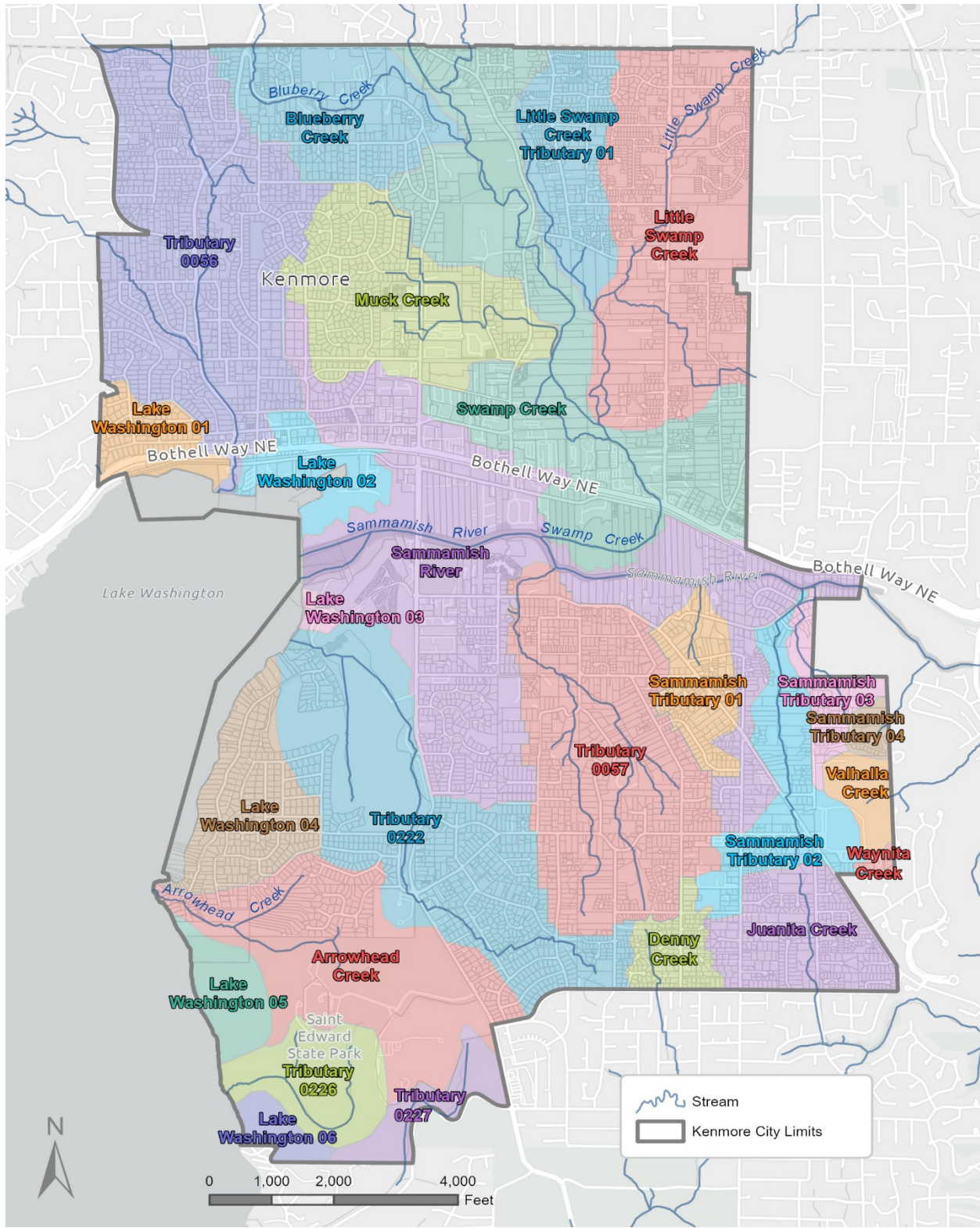
1 **Figure NE-211a. Streams and Wetlands³**



2
3 Source: City of Kenmore GIS
4

³ The information included on this map has been compiled by City of Kenmore staff from a variety of sources and is subject to change without notice. This map is not intended as a survey product. For accurate boundaries, a professional specializing in wetland and stream surveys must be consulted.

Figure NE-3. Natural Drainage Basins.



Source: City of Kenmore GIS

Swamp Creek

The main stem of Swamp Creek is approximately 14.6 miles long, extending from headwaters wetlands in south Everett, through portions of Everett, Lynnwood, Brier, Mountlake Terrace, Bothell, unincorporated Snohomish County, and Kenmore to the Sammamish River. Within the city of Kenmore, there are 2.5 miles of shoreline along the stream. Swamp Creek is typical of Puget Sound lowland streams. It originates in upland areas with gently sloping hillsides and eventually flows through a broad valley to the mouth. Topography along the stream course varies from 450 feet above sea level at the headwaters to 20 feet above sea level at the mouth of the creek. The stream has a low to moderate gradient of 1 to 6 percent. Site and vegetation clearing and grading, increased impervious surfaces, inadequate storm detention and other factors, particularly with development in the watershed upstream from Kenmore, have increased flood frequencies and severity. Despite these changes, the Swamp Creek floodplain contains some of the largest and highest quality wetlands and wildlife habitat in the City. Swamp Creek has actively migrated within its floodplain.

Little Swamp Creek and Muck Creek join with Swamp Creek in Kenmore, along with a third, unnamed tributary.

Water Quality

Site and vegetation clearing and grading, increased impervious surfaces, inadequate storm detention and other factors, particularly with development in the watershed upstream from Kenmore, have increased flood frequencies and severity. Despite these changes, the Swamp Creek floodplain contains some of the largest and highest quality wetlands and wildlife habitat in the City.

The increase in development in Kenmore's watersheds must be managed to maintain water quality issues include and reduce sedimentation and pollution associated with stormwater runoff. Temperature and dissolved oxygen exceed the water quality standards for most of the summer and early fall. There also are frequent exceedances of state the fecal coliform bacteria standard. Swamp Creek has been rated over time as either "moderate concern" or "high concern" since King County began monitoring water quality parameters in 2000.

To capture gravel and sediments, an in-stream sediment pond was created and is maintained in Wallace Swamp Creek Park. The City also acquired several parcels in the Swamp Creek watershed that are susceptible to flooding. These parcels have been added to the City's open space preserve.

While sedimentation ponds are currently being used in the Swamp Creek watershed, they have their limitations, such as sediment accumulation, nutrient buildup which create algae blooms, and nuisance and invasive vegetation. All of which decrease the effectiveness in managing stormwater. Proper mechanical and biological treatments are necessary to reduce impacts.

The City's Surface Water Element's goals and policies, the Surface Water Management Plan, the National Pollution Discharge Elimination Systems (NPDES) permit program and regulations in the Kenmore Municipal Code all serve to develop, maintain, manage, and improve a surface water system that serves the community, enhances quality of life, and protects the environment.

Fish Habitat

Swamp Creek supports several salmonid fish species including coho salmon (federal species of concern), Chinook salmon (federally listed, threatened), coastal cutthroat trout (sea-run and resident), sockeye salmon, and steelhead trout (federally listed, threatened). Resident cutthroat trout are the dominant salmon species that spawn in the Swamp Creek basin. Swamp Creek also supports coho spawning and Little Swamp Creek is documented to support coho rearing. There is no designated critical habitat for any salmonid species in Swamp Creek or its tributaries.

Wildlife Habitat

Wildlife species are concentrated in small forested and wetland areas of the Swamp Creek watershed. The Swamp Creek wetland complex provides excellent forage and nesting habitat for birds and good forage and shelter habitat for amphibians, reptiles and small mammals. Ponded areas in the wetland provide resting sites for waterfowl. Of particular interest is the great blue heron rookery, described further below. To improve habitat areas, invasives species removal and restoration of native habitats have been accomplished and ongoing at Wallace Swamp Creek Park and in other targeted areas in the watershed.

Sammamish River

The Sammamish River begins at the outlet of Lake Sammamish and ends at its confluence with Lake Washington. The total length of the river mainstem is approximately 14 miles. Within the City limits, the shoreline extends approximately 1.8 miles. The river has a low gradient (approximately 0.02%), dropping only 14' in elevation over its length. The volume and rate of surface water discharge from Lake Sammamish is moderated by a weir at Marymoor Park.

The River has been altered over time to control flooding. The natural Sammamish River floodplain historically covered a very large area as the river meandered extensively across the valley floor. Prior to channelization, land use in the valley was predominately agricultural and spring flooding regularly caused extensive damage to seed crops. To reduce this damage and to help regulate the level of Lake Sammamish, in the 1960s the U.S. Army Corps of Engineers, with King County as a local sponsor, dredged a deeper and straighter channel and constructed levees along the riverbanks in the 1960s, filling in the former meanders. Levees were typically placed on the riverbanks to maximize the flood protection area. Miles of streambank were lined with rip-rap and are devoid of vegetation. In the 1980s and 1990s, dredging at the mouth of the river was undertaken for navigational purposes.

Consequences of the flood control projects include reduced frequency of overbank flooding, reduced riparian habitat, and elimination of extensive wetland areas. In Kenmore, approximately 35.3 acres of wetlands are mapped on the Sammamish River shoreline. The City has undertaken community restoration efforts to control invasive plants and replant native species in portions of the Rhododendron Park wetlands, portions of Maxwadis (Ti' awh-ah-dees) Squire's Landing Park wetlands, Log Boom Park Wetlands, and in wetlands near the Wildcliffe Shores community.

Water Quality

The water quality of the Sammamish River is largely influenced by the slow-moving nature of this lowland system and by the backwater effect from Lake Washington. The slow movement, while enhancing sediment deposition, also allows for development of dense stands of aquatic plants and, higher algal productivity. The backwater affect means that and warmer lake water

with lower dissolved oxygen concentrations which is significantly influencing the conditions in the lower reach of the river, especially during summer months; both of these conditions are limiting for salmon. A 2015 study prepared for King County reported that "Elevated water temperatures may also adversely affect the fitness of adult Chinook salmon, delay their arrival at spawning grounds, or increase their susceptibility to disease/parasites," and have even resulted in mortality prior to spawning. Swamp Creek's cooler temperatures create an important thermal refuge for fish where the creek joins the river. Fecal coliform bacteria and various pollutants are additional water quality issues. Temperature, dissolved oxygen, and fecal coliform are water quality parameters that currently are listed by the Washington Department of Ecology as Category 5, a level of impairment that requires development of a Total Maximum Daily Load (TMDL) or water quality improvement plan. Ecology has been conducting studies in support of temperature and dissolved oxygen TMDL development since 2014.

The King County Water Quality Index rated the river at the Kenmore monitoring station as either of high or moderate concern with respect to water quality between 2000 and 2008.

Fish Habitat

The Sammamish River remains a major migratory pathway for salmon. The mouth of the rRiver provides salmon rearing habitat and it is believed that out-migrating juvenile salmon may hold in the shallow beach area near the river mouth before moving into the lake. The basin supports rainbow trout, coho salmon (federal species of concern), Chinook salmon (federally listed, threatened), coastal cutthroat trout, kokanee salmon, sockeye salmon, and steelhead trout (federally listed, threatened).

Wildlife Habitat

Historically, the Sammamish River with its broad, shallow channels and numerous backwater sloughs and meanders provided prime habitat for a wide variety of animal species. This diversity of wildlife has been reduced and birds are the most visible form of wildlife along the river. Bald eagles, other raptors and cormorants have been observed, as well as flying along the River and great blue herons feed ing along the river there.

Lake Washington

Lake Washington has a surface area of approximately 35 square miles. Kenmore's shoreline along the north end of Lake Washington is approximately 3.5 miles in length. The shoreline has little natural vegetation or habitat left due to urbanization. An exception is the waterfront along St. Edward State Park, which is roughly 3,000 feet in length and the longest undeveloped stretch of Lake Washington shoreline.

Construction of the Ship Canal in 1916 created the connection between Lake Washington and Puget Sound, causing the lake water surface elevation to drop approximately 9 feet. Currently the U.S. Army Corps of Engineers maintains the water level in the lake within a 2-foot range between 20 and 22 feet. The minimum water elevation is maintained during winter to allow for annual maintenance of docks and other structures, minimize damage during winter storms, and provide flood storage volume.

Water Quality

Water quality in Lake Washington has improved tremendously in the last 50 years. However, there is a continued community concern is regarding Kenmore's shoreline area, most notably localized areas of eutrophication, wherein nutrients (particularly phosphorus) and bacteria from the

watershed are transported to the lake, resulting in excessive plant growth including floating and attached algae and nuisance plants. Water quality concerns around increased water temperature, fecal coliform bacteria and chemical contaminants also are present.

Fish Habitat

Lake Washington supports over 30 fish species of which 12 are non-native and introduced to the lake. Native species of salmonids use the lake for migratory passage, rearing of juveniles, and foraging. No salmonid spawning typically occurs in Lake Washington. Salmonid species include Chinook (federally listed, threatened), coho (federal species of concern), sockeye salmon, steelhead trout (federally listed, threatened), resident rainbow trout, cutthroat trout, Dolly Varden/bull trout (federally listed, threatened) and kokanee salmon.

Wildlife Habitat

Mapped bald eagle nest sites are located on the east shore of Lake Washington and documented perch trees, including large black cottonwoods, are located along the lakeshore. Pileated woodpecker breeding (state candidate species) occurs in the forests of St. Edward State Park and extending onto forested portions of adjacent private and public properties. Other priority habitats associated with the lake include wetlands and biodiversity areas and corridors.

Endangered, Threatened, Sensitive and Priority Species

Federally Listed Species

Several federally listed species are known to occur or could potentially occur within the City's shorelines. Federally listed species that have been documented include Chinook salmon, ~~designated by National Oceanic and Atmospheric National Marine Fisheries Division (NOAA Fisheries) as Threatened in 1999 and re-confirmed in 2005; bull trout, designated by U.S. Fish and Wildlife Service as Threatened in 1999; and steelhead trout, designated by NOAA Fisheries as Threatened in 2007 and re-confirmed in 2014.~~

As defined in the Endangered Species Act, critical habitat is "specific geographic areas that contain features essential to the conservation of an endangered or threatened species and that may require special management and protection." ~~In 2005,~~ NOAA Fisheries has designated "critical habitat" for Chinook salmon, including Kenmore's Lake Washington shoreline and the lower portion of the Sammamish River as "critical habitat" for Chinook salmon.

~~In 2004,~~ In 2004, the U.S. Fish and Wildlife Service has designated "critical habitat" for the Puget Sound Distinct Population Segment (DPS) of bull trout, including Kenmore's Lake Washington shoreline.

In 2016, NOAA Fisheries designated "critical habitat" for the Puget Sound DPS steelhead which excludes all waters in the Lake Washington watershed, including in Kenmore.

State Priority Habitat and Species Program

The ~~State of~~ Washington Department of Fish and Wildlife (WDFW) has a Priority Habitat and Species (PHS) program which includes a catalog of habitats and species considered to be priorities for both conservation and management. Priority habitats are "habitat types or elements with unique or significant value to a diverse assemblage of species." In Kenmore priority habitats include wetlands, biodiversity areas and corridors, freshwater forested/shrub wetlands, freshwater emergent wetlands, and freshwater ponds.

The State lists designate *Endangered, Threatened, Sensitive, and Candidate* species. Priority species include those designations, as well as “animal aggregations (e.g. heron colonies, bat colonies) considered vulnerable; and species of recreational, commercial, or tribal importance that are vulnerable.” Priority species documented in Kenmore include Chinook salmon, bull trout, coho salmon, sockeye salmon, kokanee salmon, steelhead trout, coastal cutthroat trout, pileated woodpecker, purple martin, little brown bat, and great blue heron. ~~Recent-Previous~~ information indicates that the purple martin is no longer nesting in Kenmore.

The bald eagle’s population status has improved to levels that resulted in the removal of the eagle from both federal and state listing. However, the eagle is still protected by the federal Golden and Bald Eagle Protection Act.

Due to the importance and size of Kenmore’s great blue heron colony, the great blue heron is addressed below.

Great Blue Heron

Great blue herons are a permanent resident in all of Washington except the higher Cascade and Olympic ranges. They are highly vulnerable to human disturbance, predation, and competition for nesting habitat.

~~More productive colonies tend to form near large areas of high quality foraging habitat. Most colonies are within 1.9 miles of key foraging grounds, although herons can nest anywhere within 6.2 miles of where they are foraging.~~

~~Ideal nesting habitat consists of mature forest. Although most colonies are found in forests free of human disturbance, some nesting occurs in areas of persistent human activity. The birds are less tolerant of disturbance in the pre-courtship and courtship periods between mid-February and mid-April.~~

~~Bald eagles are the heron’s primary predator (Azerrad, 2012).~~

A heron rookery has been established near the north end of the Kenmore Park and Ride, within Swamp Creek wetlands. ~~It housed approximately 40 nesting pairs in 2009. The colony established itself after the Kenmore Park and Ride lot was developed. There is a water barrier between the lot and the colony which may create a sense of safety. Other than encroaching development, factors which may cause the birds to move in the future include bald eagle intrusion, damage to nesting trees (trees can be damaged by the nesting as well as by flooding), reduction in foraging areas, and other factors (Norman 1999).~~

The birds are colonial during the breeding season but are noncolonial in the winter when they stay in the immediate area but separate into smaller groups. ~~The winter roosting areas have not been identified. In winter, the birds will switch from foraging in wetland areas to upland areas where they will feed, for example, on rodents (Norman 1999).~~

Colonies usually exist at the same location for many years, and productivity (the number of fledglings/nesting herons) may be positively related to the number of years colonies have been in use. The herons may relocate their colonies in response to increased predation on eggs and young by mammals and birds such as eagles, declines in food availability, or human disturbance (State of Washington Department of Fish and Wildlife 1999).

The City of Kenmore's critical area regulations should require a year-round buffer around an active rookery, where unusually loud activities should be prohibited (Azerrad, 2012). Between February 1 and August 31, no clearing or grading or land disturbing activity should be allowed within the buffer unless approved by the Washington State Department of Fish and Wildlife (the SR-522 right of way is exempt from the buffer). Permits for activities within the heron rookery buffer require approval of a habitat management plan by the State and City.

Frequently Flooded Areas

Frequently Flooded Areas are defined as open channel and overbank areas that together constitute a floodplain. These floodplains, which are generally flat, low-lying areas adjacent to rivers or streams, are frequently inundated with water and periodically flood during storm events. During such events, large volumes of water and debris flow downstream which may sometime cause land erosion and property damage.

The Federal Emergency Management Agency (FEMA) delineates flood hazards along all major river and stream corridors in the county. Kenmore has two waterways, Sammamish River and Swamp Creek, that are at risk from floodwater. Figure NE-4, Frequently Flooded Areas, shows the areas that are at risk from floodwater.

Frequently flooded areas and critical areas can experience increased flooding due to human activities, such as increased urbanization, drainage systems, channelization, and land use changes. Some examples of these include increased impervious surfaces causing runoff, inadequate drainage structures, watercourse channelization, and alterations of wetlands, forests, and other natural areas. Through state and city regulations, new structures are either significantly minimized or prohibited, unless there is a case for reasonable use⁴

While flood events do cause human- and property-related damage, it's important to note that floodplains provide critical functions for riparian habitat, habitat formation, connectivity to wetlands, store and convey stormwater and floodwater, and recharge groundwater.

More discussion and policy regarding the protection of floodplains and frequently flooded areas may be found in the Land Use and Climate Action elements.

Tree Preservation and Canopy Protection

~~Kenmore is a community that highly values the natural environment.~~ Tree preservation and canopy protection is one of the ways that helps maintain and improve quality of life. Trees provide a number of benefits, including:

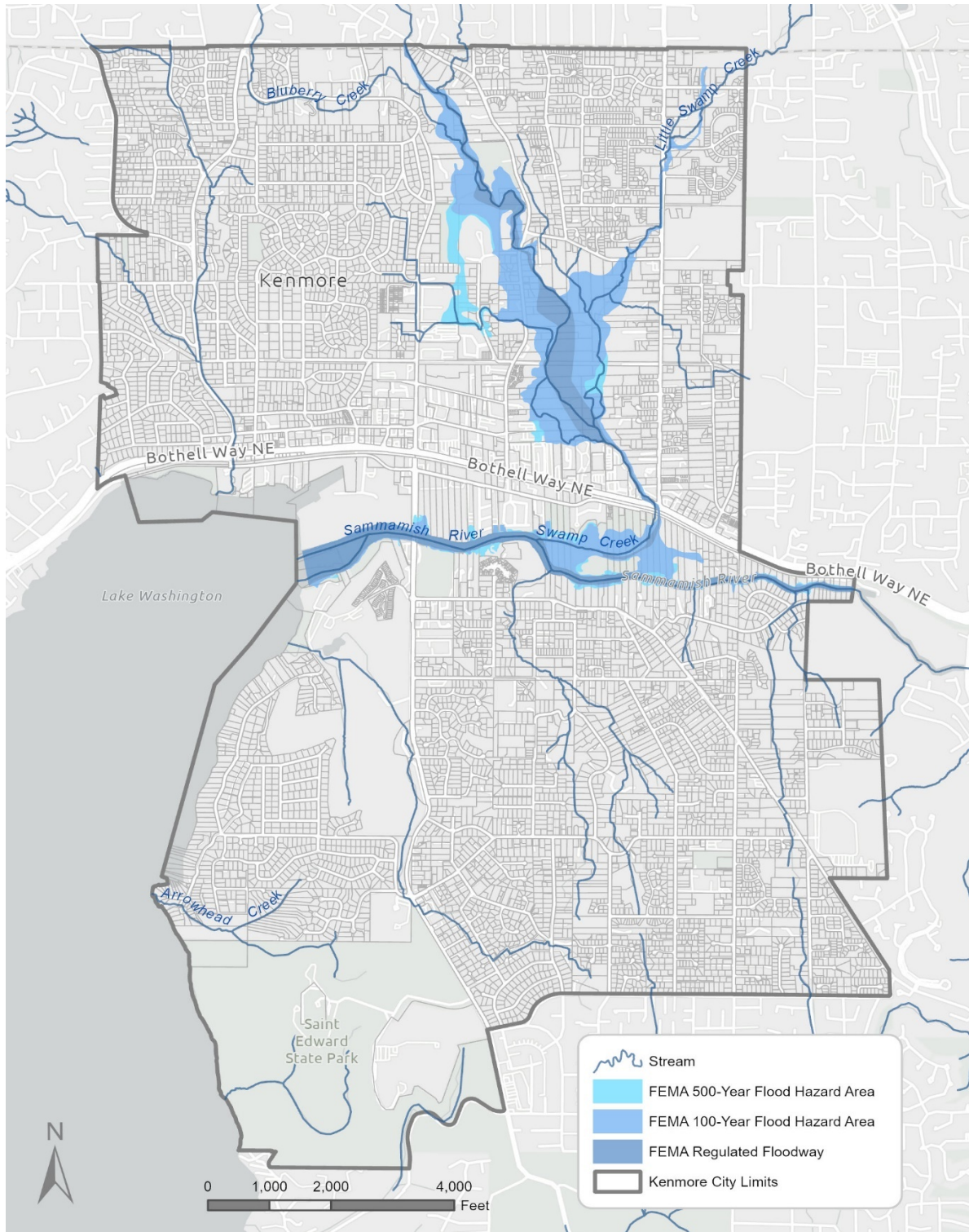
- Oxygen production
- Carbon sequestration
- Soil conservation
- Biodiversity and habitat
- Aesthetic and psychological benefits
- Economic value
- Water quality improvements
- Surface water management
- Cultural significance
- Shade and temperature regulation
- Traffic calming effects
- Air quality
- Recreational opportunities
- Safety

⁴ KMC 18.20.2220 Reasonable Use. A legal concept articulated by federal and State courts in regulatory takings cases. See Chapter 18.55 KMC for specifics regarding reasonable use.

1 Trees are regulated by Kenmore Municipal Code (KMC) via Tree Management and Protection
2 chapter, commonly referred to as the "tree code." The tree code sets limitations on tree removal
3 and establishes standards for tree protection.
4

5 An urban tree canopy (UTC) assessment, funded by King Conservation District, was conducted in
6 2023 (using 2021 data). The results of this assessment showed that out of 3,900 land acres, the
7 city of Kenmore has an UTC of approximately 1,790 acres (46%). Of this area, St. Edward St. Park
8 attributes to an estimated 25% of the city's tree canopy. Urban tree canopy is the percentage of
9 ground area that is covered by tree crowns and relates to the branching spread of trees in an
10 urban forest.
11
12
13
14
15

Figure NE-4 Frequently Flooded Areas⁵



Source: City of Kenmore GIS

⁵ The information included on this map has been compiled by City of Kenmore staff from a variety of sources and is subject to change without notice. This document is not intended for use as a survey product.

Shoreline Master Program

The Shoreline Master Program applies to “shorelines of the State.” In Kenmore, these include Lake Washington, the Sammamish River, and the main stem of Swamp Creek. In addition, wetlands considered “associated” with State Shorelines, such as Swamp Creek No. 3, also are regulated by the Shoreline Master Program. The Shoreline Master Program regulations include Environment designations of Downtown Waterfront, Shoreline Residential, Urban Conservancy, Natural, and Aquatic. The Downtown Waterfront environment is more permissive in terms of uses and development standards than the other designations. The most restrictive environment designation is the Natural environment. The Shoreline Sub-Element of the Land Use Element addresses shoreline goals, objectives and policies.

STRENGTHS, CHALLENGES, OPPORTUNITES & THREATS (SCOT)

The city of Kenmore has many amazing natural environment assets, including lakeshore, rivers, creeks, small streams, forests, wetlands, and other natural open spaces. Along with these assets comes a variety of strengths, challenges, opportunities, and threats (SCOT). This section briefly describes each of them.

Strengths

Lake Washington/Sammamish River/Swamp Creek

Kenmore is located on the north end of Lake Washington, a lake of statewide significance and a major natural and recreational resource. The Sammamish River and Swamp Creek are also significant natural features in the community. Each of these waterways provide critical fish and wildlife habitat, including wetlands, riparian, and forest habitats along their shorelines.

Swamp Creek Wetlands

As noted above, Swamp Creek is a waterway of key importance. The creek is also flanked by significant wetlands, which provide an abundance of habitat for aquatic and terrestrial wildlife. These wetlands are described in detail in the sections above.

St. Edward State Park

St. Edward State Park is a 326-acre day-use park that is comprised of both active and passive recreational amenities, as well as The Lodge at St. Edward, a converted seminary turned hotel. The park, with its lush century-old second-growth forests and over 3,000 lineal feet of undeveloped shoreline, is a crown jewel along the northern Lake Washington shoreline. As noted above, the Park contributes to a large percentage of the city's tree canopy and provides a significant amount of natural habitat.

Challenges

Increase in Development

Kenmore is expected to steadily increase in population and in development density, which creates pressure on the city's natural environment and overall quality of life.

Industrial Waterfront

Kenmore has long had an industrial waterfront on portions of Lake Washington from the logging and timber mills of the past to ongoing heavy industrial uses such as the asphalt

and concrete batch plants. Existing heavy industrial uses are considered existing legal non-conforming uses. New heavy industrial uses are prohibited. ~~, with several manufacturing operations and the air harbor. While these businesses provide a significant economic benefit to the city, there are issues aging in-water infrastructure such as docks and piers, industrial warehouses containing industrial chemicals, and other air and noise pollutants. As a result of Past and ongoing industrial activities raise concerns about these activities, there are water contaminants, air, and noise pollutants along the shoreline.~~

SR-522 (Bothell Way) Traffic

SR-522 carries thousands of vehicle trips per day and is one of the region's busiest highways. While the highway provides a significant link for commerce and daily commuters, it also is a major contributor to air, noise, and surface water pollutants.

Opportunities

Future Redevelopment of Shoreline

Kenmore is fortunate to have several miles of Lake Washington waterfront. While much of the shoreline is either in a natural state or is developed with residential uses, there is redevelopment potential in the downtown area. Current underutilized or industrial uses could possibly be considered for future mixed-use ~~or~~ and also an opportunity for shoreline restoration.

Innovative Development Techniques

With climate change, there is an increasing need for more thoughtful approaches to development, both in terms of land use and structures. The use of innovative development techniques, such as green buildings, low-impact development, and other sustainable design measures are key issues for the City to consider. Implementation of strategies and implementation measures from the Climate Action Plan and the Surface Water Management Plan and other regulations will guide these efforts.

Culvert Replacements

Kenmore has several fish-bearing creeks and streams throughout the community. To improve the resiliency of salmon and other fish species, the City ~~has been and should~~ continues to actively replace old and degraded culverts.

Invasive Species Removal

Kenmore has several wetland and stream habitats that are heavily impacted by invasive species. Through active invasive species removal and native revegetation, ecosystem restoration will have a greater impact against climate and other environmental impacts.

Reforestation of Open Spaces

Kenmore is fortunate to have a significant amount of tree canopy as compared to many neighboring cities. Through implementation of an Urban Forest Management Plan, preservation and reforestation efforts will improve.

Education and Awareness

With climate change and other threats to the natural environment, there continues to be rising awareness about environmental issues. This can certainly be an advantage to help

protect and improve critical habitat, and reduce carbon emissions. Along with many local agencies and partners, the City can be a leader in environmental protection.

Threats

Climate Change

Climate change poses a significant threat to the local environment in many ways, such as heat waves, droughts, increased flooding, and risk of forest fires. Each of these pose a risk to not only to humans, but also natural ecosystems and habitats. Climate change may also lead to an increased threat of pests and diseases, spread of invasive species, and increased loss of biodiversity.

Loss of Critical Habitat

Loss of critical habitat may occur from a variety of human, weather-, and natural disaster-induced factors including but not limited to increased urbanization, deforestation, wildlife displacement, air and water pollution, flooding, and landslides.

Air/Water/Noise Pollution

Air, water, and noise pollution all pose significant threats to the environment and human health in various ways, including respiratory and cardiovascular disease to both human and animals, sleep and stress disorders, and water contamination.

GOALS, OBJECTIVES, AND POLICIES

Following are the natural environment goals, objectives, and policies. In some cases, policies are cross-referenced in more than one Element or Sub-Element, and this is noted by a policy reference in italics (e.g., *Policy SW-42.3.1*).

GOAL NE-1. PRACTICE ENVIRONMENTAL STEWARDSHIP BY PROTECTING, ENHANCING, AND PROMOTING THE NATURAL ENVIRONMENT IN AND AROUND THE CITY OF KENMORE.

OBJECTIVE NE-1.1 Cooperate regionally and strive locally to improve air quality.

Policy NE-1.1.1 Protect air quality from adverse impacts through the following measures:

- a. Encourage alternative modes of transportation to reduce reliance on the automobile as the primary method of transportation.
- b. Promote mixed-use and compact development forms, particularly in the Downtown, to help reduce the need for automobile use.
- c. Require air quality impact analysis for major new developments, which could adversely impact the air quality levels in the vicinity. Determined through environmental review.

d. Work with other agencies to educate the public about air quality impacts due to vehicular travel and due to improper use of woodstoves and fireplaces.

e. Work with other state and special-purpose agencies to monitor air quality within the planning area, such as Department of Ecology and Puget Sound Clean Air Agency.

e.f. Creating a urban forest management plan that benchmarks progress towards tree preservation and maintenance.

Policy NE-1.1.2 Reduce air pollution Through development standards that regulate and, reduce air pollution emissions from construction, and land clearing activities.

Policy NE-1.1.3 Shift all City fleet vehicles, where practical, from combustible engine to electric.

OBJECTIVE NE-1.2 Encourage a reduction in overall noise levels throughout the community.

Policy NE-1.2.1 Require new developments projects which could generate substantial levels of noise or could expose people to substantial levels of noise from existing noise generators to submit an analysis of potential noise impacts and propose mitigation. Determined through environmental review.

Policy NE-1.2.2 Implement Enforce city noise and nuisance ordinances to address various noise sources and require cessation or mitigation of noise.

Policy NE-1.2.3 Encourage residential or other noise-sensitive development proposed for location in noise-impacted areas to be oriented away from noise source, or to be constructed with materials that will maximize noise reductions, or to incorporate fencing, landscaping, or other noise-reducing features, appropriate to the situation. Noise impacted areas may include the vicinity of SR-522, or the vicinity of the Air Harbor, or other areas that may be determined through environmental review.

Policy NE-1.2.4 Require buffering or other noise reduction and mitigation measures for development adjacent to or within the immediate vicinity of environmentally critical areas to protect habitat areas.

OBJECTIVE NE-1.3 Encourage a reduction in light and glare impacts throughout the community.

Policy NE-1.3.1 Through design standards or educational opportunities, discourage the use of building materials or signage materials that cause glare impacts to substantial numbers of motorists or surrounding neighborhoods.

Policy NE-1.3.2 Require low-intensity lighting with appropriate illumination levels and light shields for lighting standards along streets, pedestrian lighting, s and in public open spaces and parks.

Policy NE-1.3.3 Encourage residents to provide exterior lighting for security purposes which does not unduly impact their neighbors.

Policy NE-1.3.4 Restrict lights pointing up to avoid artificial light spillage affecting the view of the night sky.

Policy NE-1.3.5 Manage lighting levels to protect Kenmore's ecological systems and public health while ensuring public safety and equitable lighting.

Policy NE-1.3.6 Minimize overhead lighting that would shine on the water surface of Lake Washington, the Sammamish River, or the city's various streams.

Policy NE-1.3.7 Encourage the use of pedestrian level or shaded lighting when providing lighting along Kenmore's waterbodies.

Policy NE-1.3.8 Encourage the use of low-intensity lights that are located and shielded to prevent light from reaching the water surface of water bodies.

OBJECTIVE NE-1.4 Cooperate regionally and strive locally to protect surface and ground water quality and quantity from degradation.

Policy NE-1.4.1 Actively work with communities upstream from Kenmore to develop and implement appropriate surface water regulations to adequately retain and detain surface water so as to minimize the adverse effects upon the environment in Kenmore.

Policy NE-1.4.2 Use incentives, regulations, and programs to manage Kenmore's water resources (rivers, streams, lakes, wetlands, and ground water) and to protect and enhance their multiple beneficial uses including fish and wildlife habitat, flood and erosion control, water supply, energy production, transportation, recreational opportunities and scenic beauty. Use of water resources for one purpose should, to the fullest extent practicable, preserve opportunities for other uses.

Policy NE-1.4.3 ~~Allow development that~~ Prohibit development that does not supports continued ecological and hydrologic functioning of water resources. Development should not have a significant adverse impact on water quality or water quantity.

Policy NE-1.4.4 Participate in the development of watershed plans integrating surface water, ground water, drinking water and wastewater planning to provide efficient water resource management.

Policy NE-1.4.5 Actively encourage the use of environmentally safe methods of vegetation control.

Policy NE-1.4.6 Support awareness and education to improve and protect surface and ground water quality. This may be achieved through the following examples:

- Promoting the use of safe, less toxic lawn and gardening products;
- Proper recycling and disposal of chemicals;
- Educate businesses on surface and groundwater protecting using Best Management Practices (BMPs);
- Educate the public on reducing pollution generating practices and activities, such as encouraging the use of electric vehicles and equipment.

Policy NE-1.4.7 Emphasize the use of stormwater management techniques, including low impact development techniques, to maximize water quality and infiltration where appropriate. New developments located near water bodies or generating runoff flowing into waterways must implement low impact development techniques as a requirement.

Policy NE-1.4.8 Collaborate with WSDOT, King County, and neighboring jurisdictions to plan and prioritize public and private culvert upgrades to ensure fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage in the future.

Policy NE-1.4.9 To ensure safe and healthy water resources, all Kenmore water sources may be subject to strict monitoring, pollution source identification, and best management practices to control fecal coliform bacteria and various pollutants.

Policy NE-1.4.10 Maintain surface water quality necessary to support the protection of native fish and wildlife meeting state and federal standards over the long term.

Policy NE-1.4.11 Control the flow of nutrients (especially phosphorus), heavy metals, and other emerging pollutants (such as 6PPD-quinone) into streams, rivers, Lake Washington, and natural wetlands. Require treatment measures where development results in discharges to surface or groundwaters.

OBJECTIVE NE-1.5 ~~Adopt an urban forestry strategy to encourage the preservation and planting of trees on public and private property.~~ Educate the public and business community about the importance and benefits of trees in Kenmore.

Policy NE-1.5.1 Foster partnerships with agencies and nonprofits that support and educate about the importance of urban forestry, such as King Conservation District.

Policy NE-1.5.2 Continue the support tree canopy preservation and foster tree appreciation in the community.

Policy NE-1.5.3 Encourage public involvement in urban forestry stewardship at public events, and through volunteer events and workshops.

OBJECTIVE NE-1.6 Adopt an urban forestry strategy which encourages the preservation and protection of trees on public and private properties.

Policy NE-1.6.1 Through urban forestry, street design standards and parks programs, encourage the planting of street trees throughout the City.

Policy NE-1.6.2 Ensure the tree canopy management plan monitors the success of municipal tree-related ordinances in achieving tree canopy goals and provides insights for code changes.

OBJECTIVE NE-1.7 Protect the natural, environmental, ecological, public access, aesthetic, and economic aspects of Lake Washington, the Sammamish River, and Swamp Creek.

Policy NE-1.7.1 ~~Protect, enhance, and restore Lake Washington, Sammamish River, and Swamp Creek's riparian and shoreline habitat. Ensure these waterbodies are top priority to protect the city's water quality, capitalize on ecosystem services, and protect fish and wildlife.~~ ~~Protect, enhance, and restore rivers, streams, and lakes, including riparian and shoreline habitat, to protect water quality, reduce public costs, protect fish and wildlife habitat, and prevent environmental degradation. Protect both perennial and intermittent streams to preserve natural hydraulic and ecological functions, fish and wildlife habitat, recreational resources, and aesthetics.~~

Policy NE-1.7.2 ~~Work~~Encourage with and work with private property owners, particularly those containing highly industrialized uses, to clean up polluted shorelines and to restore ecological conditions degraded shorelines.

Policy NE-1.7.3 ~~In the City's Shoreline Sub-Element and Shoreline Master Program,~~ ~~Balance the need to provide for shoreline protection, and public access, with the need to for public and visual access to shorelines, allowing for water-oriented uses and economic development, and balancing private property rights.~~

Policy NE-1.7.4 Allow development within the shoreline jurisdiction that preserves the resources and ecology of the water and shorelines; avoids natural hazards; promotes visual and physical access to the water; and preserves archeological resources, traditional cultural resources, and navigation rights. Protection of critical areas should be balanced with visual values and physical access as long as there is no net adverse impact to regulated shoreline ecological processes and functions.

Policy NE-1.7.5 ~~Ensure that while increased densities when development are to occurs within in close proximity to Kenmore's key waterbodies (e.g. Lake Washington, Sammamish River, Swamp Creek), that special consideration is given to protect and enhance these waters and their associated habitat areas.~~

1 Policy NE-1.7.6 Maintain natural hydrological functions within the city's ecosystems and
2 watersheds and encourage their restoration to a more natural state.

3 Policy NE-1.7.7 Protect and restore near shore habitat of Lake Washington to encourage
4 green shorelines by avoiding bulkheads.

5 Policy NE-1.7.8 Balance private property rights with the need for public physical and visual
6 access to shorelines.

7 **GOAL NE-2 PROTECT LIFE AND PROPERTY IN AREAS OF NATURAL HAZARDS WHILE**
8 **STILL ALLOWING FOR COMPATIBLE GROWTH AND DEVELOPMENT.**

9 **OBJECTIVE NE-2.1 Strive to protect lives and public and private property from flooding.**

10 Policy NE-2.1.1 Implement the Surface Water Element goals, objectives, and policies to
11 minimize flood hazards in the community.

12 Policy NE-2.1.2 Recognize the Swamp Creek basin as an environmentally sensitivecritical
13 area that has sustained repeated flooding impacts. Densities and services
14 should reflect the environmental sensitivity of the Swamp Creek basin.

15 Policy NE-2.1.3 Support restoration opportunities and create a prioritization list for areas
16 that should be considered for Transfer of Development Rights (TDR),
17 conservation easements, or acquisition as a land use development tool to
18 reconnect floodplain wetlands, restore natural processes, and mitigate
19 the impacts of flooding and erosion.

20 Policy NE-2.1.4 Reduce the amount of effective impervious surface in floodplains and
21 uplands contributing runoff to downstream floodplains.

22 Policy NE-2.1.5 Cooperate with flood hazard reduction planning carried out by King
23 County and update policies and development regulations to incorporate
24 appropriate recommendations from these studies.

25 Policy NE-2.1.6 Mimic natural systems by limiting impervious surfaces and increasing
26 infiltration where appropriate.

27
28 **OBJECTIVE NE-2.2 Strive to protect slopes from erosion and sliding by limiting**
29 **development within geologically hazardous areas.**

30 Policy NE-2.2.1 Require land uses permitted in mapped Erosion Hazard Areas to minimize
31 soil disturbance and maximize retention and replacement of native
32 vegetative cover.

33 Policy NE-2.2.2 Require new development to protect natural vegetation coverage at levels
34 sufficient to moderate surface water runoff and erosion and to protect the
35 integrity of stream channels. When revegetation is required, appropriate
36 native vegetation should be used.

Policy **NE-2.2.3** Require grading and construction activities to be conducted with erosion control **Best Management PracticesBMPs** and other development controls as necessary to minimize sediment discharge from construction sites.

Policy **NE-2.2.4** Require increased surface water management in areas draining over steep and erosive slopes.

Policy **NE-2.2.5** Limit development **within Landslide Hazard Areas, such as** on slopes with a grade of 40 percent or more, unless the risks and adverse impacts associated with such development can be reduced to a non-significant level.

~~Policy LU-14.2.6 Limit development in Landslide Hazard Areas unless the risks and adverse impacts associated with such development can be reduced to a non-significant level.~~

OBJECTIVE NE-2.3 Minimize the potential for damage due to liquefaction and seismic hazards.

Policy **NE-2.3.1** In areas with severe seismic hazards, apply Uniform Building Code, and any other necessary special building design and construction measures to minimize the risk of structural damage, fire, and injury to occupants and to prevent post-seismic collapse.

GOAL NE-3. PROTECT AND ENHANCE UNIQUE, VALUABLE, AND CRITICAL PLANTS AND WILDLIFE.

OBJECTIVE NE-3.1 Protect wetlands from encroachment and degradation and encourage wetland restoration.

Policy **NE-3.1.1** Determine wetland boundaries in accordance with the approved federal wetland delineation manual and applicable regional supplements.

Policy **NE-3.1.2** Utilize a wetland classification system that is based on best available science.

Policy NE-3.1.3 Use mitigation sequencing when reviewing projects to avoid or minimize impacts to environmentally critical areas, consistent with federal and State guidelines.

Policy **NE-3.1.4** ~~Strive to achieve~~**Require and enforce mitigation in order to ensure** no-net-loss of wetland functions or values within each drainage basin. Acquisition, enhancement, regulations, and incentive programs may be used independently or in combination with one another to protect and enhance wetlands functions.

Policy **NE-3.1.5** Require development adjacent to wetlands to be sited such that wetland functions are protected, an adequate buffer around the wetlands is provided, and significant adverse impacts to wetlands are prevented.

Policy NE-3.1.6 Protect areas of native vegetation that connect wetland systems. Whenever effective, incentive programs such as buffer averaging, density credit transfers, or appropriate non-regulatory mechanisms should be used.

Policy NE-3.1.7 Protect the unique hydrologic cycles, soil and water chemistries, and vegetation communities of bogs, fens and other legislatively designated unique wetland ecosystems through the use of ~~Best Management Practices~~ BMPs to control and/or treat stormwater within the wetland basin.

Policy NE-3.1.8 Allow public access to wetlands for scientific and traditional cultural use.

Policy NE-3.1.9 Control public access to trails and ensure, where allowed, recreational use, and traditional cultural use where public access trails are carefully sited, sensitive critical habitats and species are protected, and hydrological continuity is maintained.

Policy NE-3.1.10 Allow enhancement or restoration of degraded wetlands to maintain or improve wetland functions, provided that all wetland functions are evaluated in a wetland management plan, and adequate monitoring, code enforcement and evaluation is provided and assured by responsible parties. Restoration or enhancement must result in a net improvement to the functions of the wetland system. Technical assistance to small property owners should be considered.

Policy NE-3.1.11 Alterations to wetlands may be allowed, only after all wetland functions are evaluated, the least harmful and reasonable alternatives are identified, and affected significant functions are appropriately mitigated, in order to:

- a. Accomplish a public agency or utility development;
- b. Provide necessary utility and road crossings;
- c. Enhance an ecological function; or,
- d. Avoid a denial of all reasonable use of the property.

Policy NE-3.1.12 Approve wetland mitigation proposals if they would result in improved overall wetland functions within a drainage basin. All wetland functions should be considered. Ensure mitigation sites replace or augment the functions that would be lost as a result of the project proposal. Further, mitigation sites should be located strategically to alleviate habitat fragmentation.

Policy NE-3.1.13 Promote mitigation projects that contribute to an existing wetland system or restore an area that was historically a wetland. The goal for these mitigation projects is no net loss of wetland functions per drainage basin.

Policy **NE-3.1.14** Preserve land used for wetland mitigation in perpetuity. Monitoring and maintenance should be provided until the success of the site is established.

Policy **NE-3.1.15** Support a cooperative multi-jurisdictional effort to develop a plan for the establishment and utilization of a wetland mitigation banking program or in lieu fee program.

~~Policy .1 Apply appropriate penalties for current as well as previous wetland alteration violations, such as requiring wetland restoration, through code enforcement and stricter standards for development on sites where wetlands have been illegally filled.~~

OBJECTIVE NE-3.2 Protect streams from encroachment and degradation and encourage stream restoration.

Policy **NE-3.2.1** ~~River and stream channels should be preserved, protected, and enhanced for their hydraulic, ecological, and aesthetic functions. Protect, enhance, and restore rivers, streams, and lakes, including riparian and shoreline habitat, and prevent environmental degradation. Protect both perennial and intermittent streams to preserve hydrologic and ecological functions, fish and wildlife habitat, recreational resources, and aesthetics.~~

Policy NE-3.2.2 Daylighting natural drainage channels and removing fish barriers where feasible to improve and restore habitat.

Policy **NE-3.2.3** In partnership with other jurisdictions and interested parties, continue restoring stream and river channels and surrounding riparian areas to enhance water quality and fish and wildlife habitat and to mitigate flooding and erosion. Of particular interest is retention of forest communities along stream and river channels that provide shade and a source of woody debris to the aquatic habitat.

Policy NE-3.2.4 Increase riparian cover and add thermal refugia so that areas of the river will be cool enough to support Chinook salmon migration and survival by 2025.

Policy NE-3.2.5 Maintain natural hydrological functions within the city's ecosystems and watersheds and encourage their restoration to a more natural state.

OBJECTIVE 3.3 Maintain and promote a regional biodiversity of focusing on native species and habitat within the City, while also eliminating invasive species to the extent possible.

Policy **NE-3.3.1** Protect native plant communities by encouraging management and control of non-native invasive plants, including aquatic plants. Environmentally

1 sound methods of vegetation control, including appropriate use of
2 approved herbicides, should be used to control noxious weeds.

3 Policy ~~NE-3.3.2~~ Recognize that aquatic weeds and toxic algae are a regional issue. Lobby
4 King County to take the lead on a solution to control aquatic weeds and
5 algae on the Sammamish River, Swamp Creek, and Lake Washington. At
6 the same time, facilitate the use of local resources, including volunteers, to
7 reduce aquatic weeds.

8 Policy ~~NE-3.3.3~~ Encourage the use of native plants in landscaping requirements, erosion
9 control projects, and in the restoration of stream banks, lakes, shorelines,
10 and wetlands. ~~Provide incentives for using~~ native plants, mature
11 plantings, and higher densities of biomass ~~when feasible to help reduce~~
12 ~~non-native species and noxious weeds.~~

13 Policy ~~NE-3.3.4~~ Maintain fish and wildlife through conservation and enhancement of
14 terrestrial, air, and aquatic habitats.

15 Policy ~~NE-3.3.5~~ Preserve habitats for species which have been identified as endangered,
16 threatened, or ~~sensitive~~critical by the state or federal government.

17 Policy ~~NE-3.3.6~~ Designate and protect ~~natural resources having a primary association with~~
18 ~~Fish and Wildlife Habitats of Importance~~Species of Concern, Priority
19 ~~Species, and Species of Local Importance,~~ including:

20 a. Habitat for federal or state listed endangered or threatened species;

21 b. Habitat for state sensitive, and candidate species; animal
22 aggregations considered vulnerable; and those species of
23 recreational, commercial, or tribal importance that are vulnerable
24 as identified and mapped by the State Priority Habitats and Species
25 program.

26 c. Habitat for great blue herons;

27 ~~d. Habitat for bald eagles;~~

28 ~~d.~~ Biodiversity areas and corridors designated and mapped in the
29 Priority Habitats and Species program by the State Department of
30 Fish and Wildlife; and,

31 ~~e.~~ Riparian corridors.

32 ~~Policy 3.8 Provide a mechanism for nomination and~~
33 ~~consideration of additional Fish and Wildlife Habitats of~~
34 ~~Importance.~~

35 Policy ~~NE-3.3.7~~ Identify species which need protection during the development review
36 process.

~~Policy .3.10 Stream and wetland buffer requirements may be increased to protect Fish and Wildlife Habitats of Importance. Whenever possible, density transfers and/or buffer averaging should be allowed.~~

Policy NE-3.3.8 Protect salmonid habitats by ensuring that land use and facility plans (transportation, water, sewer, electricity, gas) include riparian and stream habitat conservation measures developed by the County, cities, tribes, service providers, and/or state and federal agencies. Development within basins that contain fish enhancement facilities should consider and mitigate significant adverse impacts to those facilities.

Policy NE-3.3.9~~12~~ Work with adjacent jurisdictions, state and federal governments and tribes during land use plan development and site development review to identify and protect habitat networks at jurisdictional boundaries.

Policy NE-3.3.10~~3~~ Integrate fish and wildlife habitats into capital improvement projects whenever feasible.

~~Policy .3.14 Promote voluntary fish and wildlife habitat enhancement projects by private individuals and businesses through educational and incentive programs.~~

~~Policy .3.15 Actively participate in the Watershed Resource Inventory Area (WRIA) 8 Council to ensure that the City's planning, implementation, and enforcement efforts regarding surface and groundwater, environmentally sensitive areas, and development regulations are consistent with regional efforts. A central purpose of the watershed planning and implementation should be the recovery of endangered, threatened, or sensitive species such as Chinook salmon, steelhead trout and bull trout.~~

Policy NE-3.3.11~~6~~ Regularly review the City's capital projects, and planning and regulatory efforts to ensure consistency with the Federal 4(d) rule.

Policy NE-3.3.12 Develop a citywide and regional connected network of open spaces, public trails, parks, and recreation facilities proximate to all residential neighborhoods.

Policy NE-3.3.13 Organize and site housing, commercial space, public infrastructure, and multi-family residential buildings to create usable and connected open spaces.

GOAL NE-4 CONTINUE TO PREPARE FOR AND ADAPT TO LAND USE IMPACTS AND CLIMATE CHANGE.

OBJECTIVE NE-4.1 Consistent with the Land Use and Climate Action Elements, develop policies and strategies that address the impacts of climate change to

Kenmore, including public health and safety, economy, infrastructure, water resources, and natural habitat.

Policy NE-4.1.1 Reduce climate change impacts by:

- Promoting job and population growth within downtown and along SR-522 which supports mass transit, encourages non-motorized travel, and shortens commute distances.
- Utilizing natural systems to lower atmospheric carbon by establishing regulations to preserve existing forests and promote forest creation on undeveloped lands.
- Encouraging and incentivizing energy efficiency, conservation practices, and the use of sustainable energy sources in both public and private developments.
- Collaborating with regional jurisdictions and other partners to develop a common framework for analyzing climate change impacts during environmental reviews under SEPA.
- Participating in regional efforts to anticipate, prepare for, and adapt to the impacts of climate change on public health and safety, the economy, infrastructure, water resources, and wildlife habitats.

Policy NE-4.1.2 Reduce greenhouse gas emissions through the following measures:

- Encouraging or incentivizing new developments to use low-emission construction practices, achieve low or zero net lifetime energy requirements, and implement “green” building techniques.
- Participating in regional programs or initiatives aimed at reducing greenhouse gas emissions.
- Promoting mass transit, non-motorized transportation, and other alternatives to single-occupant vehicle trips.
- Prioritizing initiatives that offer the most effective and cost-efficient emission reductions.
- Increasing and encouraging the use of low-emission vehicles, such as efficient electric-powered cars.

Policy NE-4.1.3 As noted in the Climate Action Element, encourage increased density near high-frequency transit, infill and redevelopment in key areas, and the development of middle housing in neighborhoods. Support these efforts with appropriately sized parking, transportation demand management strategies, multi-modal access, park amenities, and green spaces.

Policy NE-4.1.4 Mitigate the effects climate change through various measures, including implementing green building and infrastructure, encouraging solar usage,

reduce heat islands through increased tree canopy, and lessening greenhouse gas emissions.

Policy NE-4.1.5 Follow best management practices recommended by state and federal agencies in Kenmore where activities or land use could result in lead contamination, especially in areas with vulnerable populations.

Policy NE-4.1.6 Promote approved voluntary fish and wildlife habitat enhancement projects by private individuals and businesses through educational and incentive programs.

Policy NE-4.1.7 Actively participate in the Watershed Resource Inventory Area (WRIA) 8 Council to ensure that the City's planning, implementation, and enforcement efforts regarding surface and groundwater, environmentally critical areas, and development regulations are consistent with regional efforts. A central purpose of the watershed planning and implementation should be the recovery of endangered, threatened, sensitive and priority species such as Chinook salmon, steelhead trout and bull trout.

IMPLEMENTATION STRATEGIES

The Natural Environment ~~Sub~~-Element policies would require new, continuing or increased commitments of City resources to prepare new regulations, review/amend existing regulations, create educational or incentive programs, or coordinate with adjacent jurisdictions.

~~New programs, rules, or regulations would be needed to address:~~

- ~~• Air quality, lighting, and noise analyses as required by environmental review for major new developments~~
- ~~• Urban forestry strategies – continuation of periodic tree canopy assessments~~
- ~~• Habitat enhancement and educational –; continue volunteer and incentive programs, continue to work with local groups supporting ongoing stewardship and restoration efforts in City parks, shorelines and other areas~~
- ~~• Aquatic weed and algae control – continue to provide City resources for aquatic and invasive weed prevention, and algae control.~~
- ~~• As noted and consistent with the Climate Action Element, continue ongoing climate action monitoring and evaluation, including annual climate action progress to Council~~
- ~~• Continue to review and monitor surface and stormwater water management practices~~

~~A review of existing programs, rules and regulations would be needed to ensure they meet the policies, including:~~

- ~~• Control of air emissions from construction and land clearing activities as required by environmental review.~~

- Erosion control ~~Best Management Practices~~ BMPs continue implementation and periodic review and update of regulations and practices
 - ~~Increased surface water management requirements on steep and erosive slopes~~
 - Sufficiency of wetland, stream, fish and wildlife habitat, flood hazard, seismic hazard, landslide hazard, and erosion hazard regulations – continue periodic review and update of critical area and shoreline regulations for compliance with Best Available Science.
 - Sufficiency of design standards for building materials, critical area signage and lighting – continue implementation and periodic review and update.
 - Sufficiency of noise standards - Continue implementation of standards and periodic review and update.
 - Sufficiency of native vegetation requirements and tree management and protection requirements - Continue implementation of standards and periodic review and update.
 - ~~Sufficiency of aquatic weed prevention and invasive plant prevention-~~
 - Sufficiency of protection against pollutants, including fertilizer, entering streams, the river and the lake. – Continue compliance and periodic review of surface water standards including compliance with National Pollutant Discharge Elimination System (NPDES) permit requirements that requires local governments to manage and control stormwater runoff so that it does not pollute downstream waters.
- ~~Additional or eC~~ Continuing efforts would need to be made to coordinate with adjacent jurisdictions or participate in regional programs, including:
- Working with adjacent, upstream communities on water quality and flooding issues
 - Participating in the development of watershed plans
 - Working with King County and the Sammamish River cities to control aquatic weeds and algae on the Sammamish River and Lake Washington
 - Establishing a wetland mitigation banking program or in lieu fee program
 - Restoring stream channels.
 - Further mitigation regarding the impacts of septic systems and water quality.

REFERENCES

- Azerrad, J.M. (2012). Management Recommendations for Washington's Priority Habitats and Species: Great Blue Heron. Washington Department of Fish and Wildlife, Olympia, WA.
- ~~ESA Adolfson (2009). Kenmore Shoreline Master Program Update: Inventory and Analysis. Seattle, WA.~~ Shannon & Wilson (2019). Kenmore Shoreline Master Program Update. Seattle, WA.
- King County (1990). Wetlands Inventory. Seattle, WA.
- King County Growth Management Planning Council (December 20122021). Countywide Planning Policies. Seattle, WA.
- ~~Norman, Don (November 23, 1999). Personal Communication, phone call from Don Norman, consulting biologist to Lisa Grueter, Bucher, Willis & Ratliff Corporation.~~
- State of Washington, Department of Fish and Wildlife (1999). "Great Blue Herons" in the Management Recommendations for Washington's Priority Species, Volume IV: Birds. Authors Timothy Quinn and Ruth Milner. Olympia, WA.

AMENDMENTS TO CHAPTER 18.20 KMC**TECHNICAL TERMS AND LAND USE DEFINITIONS****18.20.040 Agricultural activities, existing and ongoing.**

Those activities conducted on lands defined in RCW 84-34-020(2), and those activities involved in the production of crops and livestock, including but not limited to operation, maintenance and conservation measures of farm and stock ponds or drainage ditches, irrigation systems, changes between agricultural activities, and normal operation, maintenance or repair of existing serviceable structures, facilities or improved areas. Activities that bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area in which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program.

18.20.230 Base flood.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year, often referred to as the "100-year flood." The base flood can be the effective FEMA flow or best available data as approved by the City. Designation on the FIRM always includes the letter "A" or "V."

18.20.240 Base flood elevation.

"Base flood elevation" means the water surface elevation of the *base flood*. It shall be referenced to the effective FIRM datum.

18.20.330 Buffer or Buffer Area.

For purposes of *critical areas* regulations, "buffer" or "buffer area" means an area surrounding a *critical area*, is contiguous to a *critical area*, ~~that and~~ is required for the protection of the *critical area* from adverse impacts to its integrity, functions, and values. The buffer shall consist of a naturally vegetated and undisturbed, enhanced, or revegetated area for streams, wetlands, and top of slope for landslide hazard areas. The buffer area shall require continued maintenance, functioning, and/or structural stability of the *critical area*.

18.20.480 Clearing.

"Clearing", either for the purposes of administering KMC 18.55 Critical Areas or 18.57 Tree Management and Protection, means the limbing, pruning, trimming, topping, cutting or removal of ~~trees or vegetation or other organic plant matter~~, such as brush, grass, ground cover or other organic plant matter, which exposes the earth's surface by physical, mechanical, chemical or other means.

18.20.697 Designation, critical area.

"Designation, critical area" means assigning critical areas into established categories and specifying their general distribution, location, and extent. Designation can be made by maps (which are useful for public awareness and for identifying if a proposal may affect a critical area) and by performance standards or definitions (which allow for specific identification and site-scale delineation during permit review). WDFW's Priority Habitats and Species (PHS) program provides the agency's recommended designation maps and performance

standards/definitions for Fish and Wildlife Habitat Conservation Areas. Designation occurs after classification in counties and cities efforts to protect critical areas. See WAC 365-190-040(5).

18.20.765 Disturbance.

"Disturbance" means a pronounced, temporary change in environmental conditions within an ecosystem. Disturbances often act quickly and can alter ecosystem composition, structure, and function.

18.20.910 Enhancement.

"Enhancement" means actions taken to improve habitat or water quality function and/or wildlife use in an existing viable wetland, stream, or habitat area or established buffers, by planting native species, removing nonnative species, installing habitat structures, installing environmentally compatible erosion controls, and any other measures approved by the City. Enhancement also includes actions performed to improve the quality of an existing degraded wetland, stream, or habitat area or buffer.

18.20.940. Erosion hazard areas.

"Erosion hazard areas" means those areas identified by the United States Department of Agriculture Natural Resources Soil Conservation Service Soil Classification System, or identified by a special study, as having a "moderate to severe" or "very severe" significant erosion potential. Erosion hazard areas also include channel migration zones.

18.20.1056 Fish and Wildlife Habitat Conservation Areas.

"Fish and wildlife habitat conservation areas" mean areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include but are not limited to rare and vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors, and areas with high relative population density or species richness.

18.20.1180 Frequently flooded areas.

"Frequently flood areas" means lands in the floodplain subject to at least a one percent or greater chance of flooding in any given year. These areas include, but are not limited to, streams, rivers, lakes, coastal areas, wetlands, and areas where high groundwater forms ponds on the ground surface.

18.32.312 Habitat management.

"Habitat management" means management of land to maintain species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. This does not imply maintaining all habitat or individuals of all species in all cases.

18.32.314 Habitats of local importance.

"Habitats of local importance" includes seasonal range or habitat element with which a given species has a primary association, and which, if altered, may reduce the likelihood that the species will maintain and reproduce over time. These might include areas of high relative density or species richness, breeding habitats, winter range, and movement corridors. These might also include habitats that are of limited availability or high vulnerability to alterations, such as cliffs, talus, and wetlands.

18.20.1301 Headwater stream.

"Headwater stream" means stream that is in the uppermost regions of a watershed or catchment area that flows into a larger stream, main stem river, or lake. Also synonymous with "tributary to."

18.20.1437 Intentionally created stream.

"Intentionally created stream" means streams created through purposeful human action, such as irrigation and drainage ditches, grass-lined swales, and canals.

18.20.1438 Intermittent stream.

"Intermittent stream" means a stream that flows only part of the year after precipitation events and receives some water during that time from groundwater sources.

18.20.1570 Landslide hazard areas.

"Landslide hazard areas" means areas that are potentially subject to at risk of mass movement resulting from a combination of geologic, topographic, and hydrologic factors including: bedrock, soil, slope gradient, slope aspect, geologic structure, groundwater, or other factors.

18.20.1572 Large woody debris (LWD).

"Large woody debris (LWD)" means dead woody material (i.e., fallen trees and branches) in various stages of decomposition that have fallen into a stream or have been placed in a stream, stabilizes the streambed, and provides habitat for fish and aquatic insects. LWD includes any piece of wood that is at least 4 inches (10 centimeters) in diameter (midpoint) and is at least 6 feet (2 meters) in length.

18.20.2104 Priority habitat/species or Priority wildlife habitat/species.

"Priority habitat/species or Priority wildlife habitat/species" means a habitat type or elements with unique or significant value to one or more *species* or habitats of local importance and concern in urban areas as classified by the Washington State Department of Fish and Wildlife Priority Habitat and Species (PHS) program. "Priority species" are wildlife species of concern due to their population status and their sensitivity to habitat alteration. A priority habitat may consist of a unique *vegetation* type or dominant plant species, a described successional stage, or a specific structural event. (WAC 173-26-020(34)). "Priority habitats" are areas with one or more of the following attributes: comparatively high wildlife density, high wildlife species richness, significant wildlife breeding habitat, significant wildlife seasonal ranges, significant movement corridors for wildlife, limited availability, or high vulnerability. General types of priority habitat identified in the PHS program potentially found in Kenmore include meadows, oak woodlands, old-growth/mature forests, riparian areas, snag-rich areas, urban natural open space, and wetlands.

18.20.2205 Qualified professional.

"Qualified professional" means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant *critical area* subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental

studies, fisheries, geology, hydrogeology, geomorphology, or a related field, and have two years of related work experience.

A. A qualified professional for habitats or *wetlands* must have a degree in biology and professional experience related to the subject *species*;

B. A qualified professional for a geological hazard must be a professional engineer or *geologist* licensed in the State of Washington.

18.20.2208 Quality habitat areas.

"Quality habitat areas" means areas that provide significant wildlife value by virtue of their characteristics. These characteristics include several parameters indicative of quality habitat, including size, community diversity, interspersions (spatial patterns), continuity, forest vegetation layers, forest age, and lack of invasive plants. Also referred to as a primary habitat.

18.20.2232 Reconstruction.

"Reconstruction" means to build, repair, or restore a structure to its original form after it has been damaged or destroyed.

18.20.22332 Recreational/cultural land uses.

For purposes of Chapters 18.35 and 18.40 KMC, "recreational/cultural land uses" means adult entertainment business, arts, entertainment, indoor; arts, entertainment, outdoor; park; recreational facility, indoor; recreational facility, outdoor; and trail.

18.20.2292 Rehabilitation.

"Rehabilitation" means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded critical area. Rehabilitation is a type of restoration. For wetlands, rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain.

18.20.2375 Riparian stream corridor.

"Riparian stream corridor" means areas adjacent to aquatic systems with flowing water that contain both aquatic and terrestrial ecosystems that mutually influence each other. The width of these areas extends to that portion of the terrestrial landscape that directly influences the aquatic ecosystem by providing shade, fine or large woody material, nutrients, organic and inorganic debris, terrestrial insects, or habitat for riparian-associated wildlife. Widths shall be measured from the *ordinary high water mark* or from the top of bank if the ordinary high water mark cannot be identified. It includes the entire extent of the *floodplain* and the extent of *vegetation* adapted to wet conditions as well as adjacent upland plant communities that directly influence the aquatic system. Riparian habitat areas include those riparian areas severely altered or damaged due to human development activities.

18.20.2380 Riparian management zone (RMZ).

"Riparian management zone (RMZ) means an area often synonymous with riparian buffer. The RMZ is the area that has the potential to provide full riparian functions.

18.20.2385 Riparian zone.

"Riparian zone" means the area of vegetation adjacent to a body of water that influences (and is influenced by) the water; an area typically used by more species of wildlife than other land areas.

18.20.2823 Species, candidate.

"Species, candidate" means fish and wildlife species that the Washington State Department of Fish and Wildlife will review for possible listing as endangered, threatened, or sensitive.

18.20.2825 Species of concern.

"Species of concern" means those species listed as endangered, state threatened, state sensitive, or state candidate, as well as species listed or proposed for listing by the U.S. Fish and Wildlife Service or the National Marine Fisheries Service.

18.20.2900 Stream.

"Stream" means an area where open surface water produces a defined channel or bed. A defined channel or bed is an area which demonstrates clear evidence of the passage of water and includes, but is not limited to, bedrock, channels, gravel beds, sand and silt beds, and defined-channel swales. This includes watercourses where there is some component of natural flow (groundwater, spring, etc.) or when an artificial stormwater system is incorporated within a natural stream. A watercourse also includes all surface water connected wetlands that provide or maintain habitat that supports fish. This definition is not meant to include artificially created, not including irrigation ditches, canals, storm or surface water runoff facilities or other wholly artificial watercourses, unless they are used by salmonids, created for the purposes of stream mitigation, or are used to convey a watercourse naturally occurring prior to construction. A channel or bed need not contain water year-round, provided there is evidence of at least intermittent flow during years of normal rainfall.

18.20.2905 Stream reconnaissance report.

"Stream reconnaissance report" means a report prepared by an applicant's qualified consultant to describe a stream and to characterize its conditions, wildlife, habitat values, and water quality.

18.20.2935 Structural diversity.

"Structural diversity" means the relative degree of diversity or complexity of vegetation in a wildlife habitat area as indicated by the stratification or layering of different plant communities (e.g., ground cover, shrub layer, and tree canopy), the variety of plant species, and the spacing or pattern of vegetation.

18.20.3245 Wetland, establishment (creation).

"Establishment or creation" of a wetland means the manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site, where a wetland did not previously exist. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

18.20.3280 Wetlands.

"Wetlands" means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of *vegetation* adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, *street*, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands. For identifying and delineating a wetland, local governments shall use the most recently adopted Washington State Wetland Identification and Delineation Manual (1997)-Wetland Rating System for Western Washington.

18.20.3282 Wetland class.

"Wetland class" means a hierarchy of systems, subsystems, classes, and subclasses used by the U.S. Fish and Wildlife Service wetland classification scheme to describe wetland types (refer to USFWS, December 1979, Classification of Wetlands and Deepwater Habitats of the United States, for a complete explanation of the wetland classification scheme). Eleven class names are used to describe wetland and deepwater habitat types. These include the following examples which may be found in Kenmore forested wetland, scrub-shrub wetland, emergent wetland, moss-lichen wetland, unconsolidated shore, and aquatic bed.

18.20.3284 Wetland determination.

"Wetland determination" means a report prepared by a qualified consultant that identifies, characterizes, and analyzes potential impacts to wetlands consistent with applicable provisions of these regulations.

18.20.3286 Wetland delineation manual.

"Wetland delineation manual" means a guideline document used to identify and delineate wetland boundaries. This is the approved federal wetland delineation manual and applicable regional supplements.

18.20.3288 Wetland mitigation banking

"Wetland mitigation banking" means the act of restoring, establishing, or enhancing a wetland, stream, or other aquatic resource for the purpose of providing compensation in advance for unavoidable impacts to similar aquatic resources.

18.20.3295 Wildlife report

"Wildlife report" means a report, prepared by a qualified consultant, that evaluates plan communities and wildlife functions and values on a site.

18.20.3350 Zero-rise floodway.

"Zero-rise floodway" means the channel of the stream and that portion of the adjoining floodplain which is necessary to contain and discharge the base flood flow without increasing the base flood elevation. The zero-rise floodway will always include the FEMA floodway.

AMENDMENTS TO CHAPTER 18.55 KMC

CRITICAL AREAS

18.55.010 Purpose and Goals.

B. The *City* finds that *critical areas* provide a variety of valuable and beneficial biological and physical functions that benefit the *City* and its residents. Identification, regulation, and protection of critical areas are necessary to protect the public health, safety, and general welfare. and/or Some types may pose a threat to human safety or to public and *private* property.

C. By limiting development within and alteration of critical areas, this chapter seeks to:

1. Strive to protect lives and public and *private* property and facilities from injury, loss of life, or property damage due to landslides and steep slope failures, erosion, liquefaction and seismic hazards, or from flooding.

4.2. Protect unique, fragile, and valuable elements of the environment, including ground and surface waters, wetlands, streams, and fish and wildlife and their habitats from encroachment and degradation, and encourage wetland and stream restoration;

6.3. Maintain and promote a diversity of species and habitat within the City;

4. Direct activities not dependent on critical area resources to less ecologically sensitive sites and mitigate unavoidable impacts to critical areas by regulating alternations in and adjacent to critical areas;

5. Provide standards, guidelines, and criteria to guide application of these critical areas goals and policies when considered with other goals and policies of the KMC, including those pertaining to natural features and environmental protection; and,

~~2. Strive to protect slopes from erosion and sliding;~~

~~3. Minimize the potential for damage due to liquefaction and seismic hazards;~~

~~5. Protect streams from encroachment and degradation and encourage stream restoration;~~

~~7. Address critical aquifer recharge areas and protect groundwater.~~

6. Coordinate environmental review and permitting of proposals to avoid duplication and delay.

18.55.610 Designation of geologically hazardous areas.

Geologically hazardous areas include areas susceptible to *erosion*, landsliding, earthquake, or other geological events. These areas are further defined in WAC 360-190-

120. They pose a threat to health and safety of citizens when incompatible *development* is sited in *hazard* areas. Such incompatible *development* may not only place itself at risk, but also may increase the hazard to surrounding *development* and *use*. Areas susceptible to one or more of the following types of hazards shall be designated as *geologically hazardous areas*:

A. Erosion hazard;

B. Landslide hazard;

C. Seismic hazard; and

D. Other geological events including *debris flows* and *differential settlement*.

18.55.150 Exemptions.

A. Exempt Activities

2. Normal and routine maintenance, operation and reconstruction of existing ~~roads, public streets,~~ utilities and associated rights-of-way and *structures*; provided, that reconstruction of any structures may not increase the *impervious surface* area or remove flood storage capacity;

3. Normal maintenance, and repair, and ~~reconstruction or~~ remodeling of residential or commercial *structures*, or ~~legal preexisting and ongoing uses of the site,~~ provided, that there is no expansion of the structure and no increase to the existing nonconforming condition of the structure relative to the critical area or its buffer based on a current delineation reconstruction of any structures may not increase the previously approved building footprint;

4. Reconstruction of a structure that has been fully or partially destroyed by fire, explosion, or other unforeseen circumstances not caused by the owner subject to KMC Chapter 18.100 KMC.

~~4. 5.~~ *Site investigative* work and studies necessary for preparing *site development* or modification plans, including soils tests, water quality studies, wildlife studies and similar tests and investigations, where such activities do not require construction of new roads or significant amounts of excavation; and provided, that any disturbance of the *critical area* shall be the minimum necessary to carry out the work or studies and disturbed areas shall be immediately restored;

~~5. 6.~~ Educational activities, scientific research, and passive outdoor recreational activities, including but not limited to interpretive field trips and birdwatching, that will not have a significant adverse effect on the *critical area*;

~~6. 7.~~ *Emergency* activities necessary to prevent an immediate threat to public health, safety, property or welfare; provided, that the *critical areas* shall be restored, rehabilitated, or replaced

at the responsible party's expense to prior condition or better within one year of the activity. The *restoration*, rehabilitation, and/or replacement of the *critical area* is limited to that area impacted by the prevention effort; this section does not require the responsible party to restore, rehabilitate or replace *critical areas* damaged by natural disaster;

~~7.8.~~ Minor activities not mentioned above and determined by the *city manager* to have minimal impacts to a *critical area*, and

~~8. 9.~~ Existing and ongoing agricultural activities, including farm pond maintenance; provided, that they implement applicable best management practices (BMPs) and minimize their effects on water quality, *riparian* ecology, *salmonid* populations, and wildlife habitat.

18.55.130 Mapping.

A. The approximate location and extent of *critical areas* are shown on the *City's critical area* maps. These maps ~~are to~~ shall be used only as a general guide for the assistance of property owners and other interested parties and may be updated as new *critical areas* are identified. They are ~~a for reference only~~ and do not provide a final *critical area* designation. The ~~type, extent, and exact boundaries location of a critical areas and its boundary~~ shall be determined on site through a field investigation by a *qualified professional* according to the procedures, definitions, and criteria established by this chapter. In the event of any conflict between the critical area location and designation shown on the City's map and the criteria or standards of this chapter, the criteria and standards shall prevail.

18.55.030 Relationship to other regulations.

A. These *critical areas* regulations shall be in addition to zoning, land use, and other regulations adopted by the *City*. Compliance with other regulations does not exempt the *applicant* from *critical areas* regulations.

B. The *critical area* regulations shall apply to all *critical areas* located within the jurisdiction of the Kenmore Shoreline Master Program (KMC Title 16).

C. These *critical areas* regulations shall apply concurrently with review conducted under the State Environmental Policy Act (SEPA) (Chapter 19.35 KMC).

D. Any individual *critical area* adjoined by another type of *critical area* shall have the *buffer* and meet the requirements that provide the most protection to the *critical areas* involved. When any provision of this chapter or any existing regulation, easement, covenant, or deed restriction conflicts with this chapter, that which provides more protection to the *critical areas* shall apply.

E. Areas characterized by particular *critical areas* may also be subject to other regulations established by this chapter due to the overlap or multiple functions of some sensitive or *critical areas*. In the event of any conflict between regulations for particular *critical areas* in this chapter, the regulations which provide greater protection to environmentally critical areas shall apply.

EE. Compliance with the provisions of this chapter does not constitute compliance with other federal, State, and local regulations and permit requirements that may be required (for example, shoreline substantial development or conditional use permits, shoreline variances, the Washington State Department of Fish and Wildlife *hydraulic project approval* (HPA), U.S. Army Corps of Engineers *Section 404 permits*, and National Pollutant Discharge Elimination System (NPDES) permits). The *applicant* is responsible for complying with these requirements, apart from the process established in this chapter.

18.55.300 Designation and rating of wetlands.

C. *Buffer Areas*

1. The establishment of *buffer* areas shall be required for all development proposals and activities in or adjacent to *wetland* areas. The purpose of the *buffer* shall be to protect the integrity, function, and value of the *critical area*, and/or to protect life, property and resources from risks associated with development on unstable or critical lands. Lawns, walkways, driveways, paved areas, and mowed or developed areas will not be considered *wetland* or *stream* buffers included in *buffer* area calculations when assessing whether adequate compensatory *mitigation* buffers have been provided. If the site has previously been disturbed, the *buffer* area shall be revegetated pursuant to an approved planting plan.

18.55.520 Performance standards – General requirements.

A. Establishment of *Buffers*. The *city manager* shall require the establishment of *buffer* areas for activities in, or adjacent to, fish and wildlife habitats of importance when needed to protect fish and wildlife habitats of importance. *Buffers* shall consist of an undisturbed area of *native vegetation*, or areas identified for *restoration*, established to protect the integrity, *functions* and *values* of the affected habitat. *Buffer enhancement* may be required. Required *buffer* widths shall reflect the sensitivity of the habitat and the type and intensity of human activity and site design proposed to be conducted nearby on or near the critical area, and shall be consistent with the management recommendations issued by the Washington State Department of Fish and Wildlife.

18.55.140 Signs and fencing of critical areas

C. Maintenance. To ensure long-term maintenance of signs and fencing, the owner of the property or homeowners association of a subdivision shall file a maintenance agreement as directed by the *City*. This agreement shall be recorded and run with the land.

18.55.300 Designation and rating of wetlands.

A. Designating *Wetlands*. All areas within the *City* meeting the *wetland* designation criteria, regardless of any formal identification, are hereby designated *critical areas* and are subject to the provisions of this chapter. Identification of *wetlands* and delineation of their boundaries shall be done in accordance with the Corps of Engineers wetlands delineation manual (Corps, 1987) and applicable regional supplement (Corps, 2010), as revised or as may be revised in WAC 173-22-035 and 173-22-080. All areas within the City meeting the *wetland* designation criteria in that procedure are hereby designated *critical areas* and are subject to the provisions

of this chapter. *Wetland* delineations shall be documented on a ground verified map using either professional surveying methods or an equivalent professional method using GPS with sub-meter accuracy.

B. *Wetland Ratings.* *Wetlands*, as defined by this chapter, shall be classified and scored using the 2014 Department of Ecology Washington State Wetland Rating System for Western Washington, Publication No. ~~14-06-029~~ 23-06-009 (Hruby, 2014 or latest edition), which contains the definitions and methods determining whether the criteria below are met.

18.55.320 Allowed uses.

E. *Wetland and Buffer Uses.* The following *uses* may be permitted within a *wetland* and *wetland buffer* in accordance with the review procedures of this chapter, provided they are not prohibited by any other applicable law, and they are conducted in a manner so as to minimize impacts to the *buffer* and adjacent *wetland*.

2. Passive Recreation. Passive recreation facilities designed in accordance with an approved *critical areas* report, including:

b. Public walkways and *trails*; provided that those pathways are located and designed based on existing site-specific conditions to minimize *native vegetation* removal and are part of an approved public *park* or *trail* plan. The *trail* proposal shall be accompanied by a plan demonstrating that the existing ecological functions of the *wetland* or required *buffer* area on a project *site* would be improved. ~~Trails may extend in or across a wetland if necessary to access viewing platforms or other viewpoints, access pedestrian bridges over an associated waterbody, or provide some other public purpose.~~ Walkways and trails, provided that they are limited to minor crossings having no adverse impact on water quality. They should be generally parallel to the perimeter of the wetland, located only in the outer twenty-five percent (25%) of the wetland buffer area, and located to avoid removal of significant [as defined in ordinance], old growth, or mature trees. They should be limited to pervious surfaces no more than five (5) feet in width and designed for pedestrian use only. Raised boardwalks utilizing nontreated pilings may be acceptable. Walkway and *trail* surfaces in *buffers* shall be made of pervious materials except that public multipurpose *trails* may be of impervious materials if they meet all other requirements, including water quality. Gravel is considered impermeable. *Trail* segments in *wetlands* must be a raised boardwalk supported by piles that allow free movement of water beneath the structure but should be limited to protect ecological functions of the *buffer* and *wetland*.

c. Walkways and *trails* proposed in *wetlands* and *buffers* by private parties as part of subdivisions, multifamily development, or commercial or institutional uses may be allowed, subject to subsection (E)(2)(b) of this section, if they will be accessible to the general public, identified with visible signage, and are recorded on title. Providing connectivity to existing *City* or regional *trail* systems or completing or contributing to a *trail* linkage identified in the *City's* Parks, Recreation and Open Space Plan or Walkways and Waterways Plan is encouraged;

d. Wildlife viewing *structures*;

e. Fishing access areas; and

f. Interpretive and other signs, benches, railings, and similar accessories to passive recreation that do not require significant ground disturbance, *vegetation* clearing, or concrete foundations;

3. Stormwater Management Facilities. Stormwater dispersion outfalls and bioswales may be located in the outer 25 percent of the *buffer* area of Category III and IV *wetlands* only. All other surface water management facilities are not allowed within the *buffer* area.

4. Subdivisions. The subdivision and/or short subdivision of land where wetlands and/or associated buffers are present are subject to the following:

a. Land that is located wholly within a wetland and/or wetland buffer may not be subdivided;

b. Land that is located partially within a wetland and/or wetland buffer may be subdivided provided that an accessible and continuous portion of each new lot is:

i. Located outside of the wetland and buffer; and

ii. Meets the minimum lot size requirements of the zone.

18.55.420 Alterations.

B. *Buffer* Reduction with Enhancement. Standard *buffer* widths for degraded *buffers* of Type F, Ns, or Np waters may be reduced a maximum of 25 percent of the standard width through a combination of *buffer enhancement* and *low impact development* strategies.

The *applicant* shall demonstrate that through enhancing the *buffer* and use of *low impact development* strategies the reduced *buffer* will function at a higher level than the standard *buffer*. Type S *buffers* and *setbacks* may only be reduced as outlined in KMC 16.60.030 or under the shoreline variance requirements of KMC 16.75.030.

The following table describes the maximum *buffer* reduction and minimum *buffer* width when a degraded *buffer* is enhanced:

<i>Stream Type</i>	<i>Maximum Buffer Reduction</i>	<i>Minimum Buffer Width (Feet)</i>
Type S – Swamp Creek, Lake Washington and Sammamish River	See KMC <u>16.60.030</u> or <u>16.75.030</u>	
Type F – Little Swamp Creek	25 percent	112.5 feet
Type F (other water bodies used by or containing habitat suitable for <i>salmonid</i> fish)	25 percent	75 feet
Type F (water bodies used by or containing habitat suitable for fish other than <i>salmonids</i>)	25 percent	37.5 feet
Type Np or Ns	25 percent	18.75 feet

<i>Stream Type</i>	<i>Maximum Buffer Reduction</i>	<i>Minimum Buffer Width (Feet)</i>
Any type <i>stream</i> restored from a pipe	25 percent	18.75 feet

1. Prior to approval of a reduced *buffer*, a critical areas application shall meet all of the decisional criteria listed below. A reduced *buffer* will be approved in a degraded *stream* or lake *buffer* only if:

- a. It will provide an overall improvement in water quality;
- b. It will provide an overall *enhancement* to fish, wildlife, or their habitat;
- c. It will provide a net improvement in drainage and/or stormwater detention capabilities;
- d. It will not lead to unstable earth conditions or create an *erosion* hazard;
- e. It will not be materially detrimental to any other property or the *City* as a whole; and
- f. All exposed areas are stabilized with *native vegetation*, as appropriate.
- g. The use of stream buffer averaging does not expand the buffer further onto any adjoining property not a part of the subject land development application.

2. As part of the *buffer* reduction request, the *applicant* shall submit a *buffer enhancement* plan prepared by a qualified professional and fund a review of the plan by the *City's critical areas* consultant. The plan shall assess the habitat, water quality, stormwater detention, groundwater recharge, shoreline protection, and *erosion* protection functions of the *buffer*, assess the effects of the proposed modification on those functions; and address the six criteria listed in subsection (B)(1) of this section.

18.55.620 Designation of specific hazard areas.

A. *Erosion Hazard Areas*. *Erosion hazard areas* are those areas containing soils which, identified by the U.S. Department of Agriculture's Natural Resources Conservation Service or identified by a special study, as having a "moderate to severe," "severe," or "very severe" *erosion* potential. *Erosion Hazard Areas* include areas likely to become unstable, such as steep slopes, areas with unconsolidated soils, and channel migration zones.

B. *High Landslide Hazard Areas*. High *landslide hazard areas* are areas at high risk of *landslides* based on a combination of geologic, topographic, and hydrologic factors. They include areas susceptible because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors. Examples of these may include, but are not limited to, the following:

1. Areas of historic failures, such as:

- a. Those areas delineated by the U.S. Department of Agriculture's Natural Resources Conservation Service as having a ~~"severe"~~ significant limitation for building *site development*; or

18.55.650 Performance standards – Specific hazards.

B. *Landslide Hazard Areas*. In addition to meeting the requirements in KMC 18.55.640, activities on *sites* containing *landslide* hazards shall meet the following requirements:

1. General Standards. The following standards shall apply in all *landslide hazard areas*:
 - a. (2) *Buffer* Reduction. The *buffer* may be reduced to a minimum of 25 feet when a *qualified professional* demonstrates to the *city manager's* satisfaction based upon review of a special study that the reduction will adequately protect the proposed *development*, adjacent *developments* and *uses* and the subject *critical area* through slope stability improvements or structural means.
 - c.(3) Dispersed discharge upslope of the steep slope onto a low-gradient undisturbed *buffer* having a width of at least 50 feet and demonstrated to be adequate to infiltrate all surface and stormwater runoff, and where it can be demonstrated that such discharge will not increase the saturation of the slope.

SUMMARY OF PROPOSED AMENDMENTS

SURFACE WATER ELEMENT & TABLE CF-B, CAPITAL FACILITIES ELEMENT

The Surface Water Element is not a requirement of the Growth Management Act (GMA). However, components of surface water and stormwater management are referenced in several other Element and state regulations allow the city to include this as an optional element because it deals with environmental protection, natural resource lands, design and natural hazard reduction and supports the implementation of other elements.

In addition to the Surface Water Element, Table CF-B, Surface Water Facilities Capital Improvements, 2025-2045 Fiscally Unconstrained List was updated (see Exhibit B).

Amendments to the Surface Water Element include:

Purpose

- Updated to further clarify the purpose and tie to other elements, including Natural Environment, Shoreline, and Climate Action.

King County Countywide Planning Policies (CPPs)

- Revised to further clarify alignment with the CPPs.

Clean Water Act

- New section

WRIA 8

- New section

Goals, Objectives, and Policies

- Updated section to reflect all changes as noted above, including several new goals and policies.

Implementation Programs

- Updated section to reflect new planned programs.

NATURAL ENVIRONMENT ELEMENT

The Natural Environment Element is another element that is not required by the GMA, all jurisdictions are required to protect and conserve the natural ecosystems through comprehensive plans and policies, and to develop regulations that reflect natural constraints and protect critical environments. Land use and development is regulated through a variety of management recommendations as established by state and federal agencies in a manner that respects fish and wildlife habitat in conjunction with natural features and functions, including air and water quality. Natural resources and the built environment are managed to protect, improve, and sustain environmental quality.

The following sections and items were amended as part of this Comprehensive Plan update:

Purpose

- Updated to further emphasize importance and tie to other elements.

Federal and State Requirements

- Revised for further clarification of requirements.

Environmentally Critical Areas and Shoreline Master Program

- New section

Environmental Stewardship and Sustainability

- New section

Existing Conditions

- Extensive updates to all sub-sections, including updated maps:
 - Geologically Hazardous Areas
 - Streams and Wetlands
 - Natural Drainage Basins
 - Frequently Flood Areas

Strengths, Weaknesses, Opportunities, Threats (SCOT)

- New section

Goals, Objectives, and Policies

- Updated section to reflect all changes noted above, including new goals and policies

Implementation Strategies

- Updated to reflect new strategies

TITLES 18.20 and 18.55 KMC

Chapter 18.20 – Technical Terms and Land Use Definitions

- New and updated terms to be consistent with updated State-law and recommendations from Washington Department of Fish and Wildlife (WDFW).

Chapter 18.55 – Critical Areas

- New and revised language to be consistent with updated State-law and recommendations from WDFW.



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Amendments to the Exceptional Tree Ordinance; Section 18.57.063 of the Kenmore Municipal Code (KMC). Proposed Council Action/Motion: Provide guidance as to which of the options outlined herein, or an alternative, Council would like for Staff to bring back as a proposed ordinance.	For Council Meeting Agenda of: 9/9/2024 Department: Development Services Prepared by: Samantha Loyuk, Development Services Director and Garrett Oppenheim, Assistant to the City Manager <table><tr><td></td><td>Initial & Date</td></tr><tr><td>Approved by Department Head:</td><td><u>SL 8/21/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 8/22/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>N/A</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 8/23/24</u></td></tr></table> Attachments/Exhibits: 1. Ordinance 23-0593 – Exceptional tree regulations adopted in 2023 2. Exhibit A of Ordinance 24-0611 (changes proposed at 7/22/24 council meeting) 3. Slide Deck Presentation		Initial & Date	Approved by Department Head:	<u>SL 8/21/24</u>	Approved by City Attorney:	<u>DR 8/22/24</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RK 8/23/24</u>
	Initial & Date										
Approved by Department Head:	<u>SL 8/21/24</u>										
Approved by City Attorney:	<u>DR 8/22/24</u>										
Approved by Finance Director:	<u>N/A</u>										
Approved by City Manager:	<u>RK 8/23/24</u>										
Summary: A 2024 amendment to the exceptional tree ordinance is necessary based on unintended consequences of Ordinance 23-0593 related to housing. Amendments brought forth at the July 22, 2024 City Council meeting were not adopted. Staff have prepared different options for consideration and will present those for City Council review and direction. Staff anticipate an additional, more comprehensive, tree code update next year as part of middle housing amendments.											
Information/Background: As part of its commitment to environmental stewardship, on October 16, 2023, the City Council passed Ordinance 23-0593 (Attachment 1) to protect exceptional trees. However, at the April 8, 2024 study session, the City Council received community feedback which raised concerns of potential unintended consequences of the code which could negatively impact housing. City staff collaborated with concerned members of the public to amend the code and address the unintended housing consequences. A public hearing was held at the July 22, 2024 City Council meeting for proposed Ordinance 24-0611 (Attachment 2). The ordinance was not adopted, and the City Council opted to postpone consideration of the amendment until after its August recess.											

In the intervening period, staff developed four additional potential code amendments, bringing the total number of options to five. All options seek to address unintended consequences of the exceptional tree code which could negatively impact housing.

Option 1: Adopt Ordinance 24-0611 (Attachment 2).

Key Elements:

- Establishes a Type 2 land use decision exceptional tree variance process specific to housing.
- Gives the city manager discretion to allow removal of exceptional trees when necessary for the construction of new dwelling units (e.g., ADUs, subdivision, etc.).
- Requires the applicant pursue alternative layouts to the maximum extent feasible and demonstrate that no feasible alternatives exist which retain exceptional trees and achieve the permitted density.
- Provides parity by applying ordinance retrospectively to include affected pending projects.

Option 2: Increase the size threshold of exceptional trees.

Key Elements:

- More narrowly defines exceptional trees by increasing the diameters at breast height (DBH).
- Underscores the importance of very large trees.

Foundational Elements (the “why”):

- There is no one-size-fits-all exceptional tree definition. A recent study completed by King County¹ shows variation among the 39 cities in King County when defining landmark or exceptional trees (terms are often used interchangeably).
- Last summer (2023), a 64” DBH Sequoia was removed as part of a townhome development located at 18703 68th Ave NE (ironically named, “Timber Townhomes”). After many attempts to retain the high value tree, the City was not able to require the developer to retain the tree. The tree was removed, and the community was devastated. The photo (right), posted online by a community member, helps illustrate the loss.



- For comparison, the table below compares exceptional tree sizes in Lake Forest Park (LFP), Bainbridge Island, and Kenmore.

Species	Kenmore DBH ²	LFP DBH ³	Bainbridge Island DBH ⁴
Big Leaf Maple	42"	42"	36"
Douglas Fir	30"	42"	40"
Grand Fir	24"	33"	40"
Madrona	12"	12"	24"
Western Hemlock	24"	36"	30"
Western Red Cedar	30"	42"	30"
Western White Pine	30"	36"	30"

Option 3: Create a variance process to achieve the net majority density.

Key Elements:

- Allows removal of exceptional trees in order to achieve a net majority of density.
- "Net density" is the feasible number of lots or dwelling units that could be achieved after removing areas necessary for critical area protection, roads, utilities, drainage, etc.
- "Net majority of density" means more than half of the net density. For example, if a development could feasibly develop 10 lots, the code would allow removal of exceptional trees necessary to develop 6 lots (the majority).
- Balances tree protection and development; could be difficult to craft clear code language and difficult to administer.

Option 4: Create a variance process just for ADUs.

Key Elements:

- Gives the city manager discretion to allow removal of exceptional trees when necessary for the construction of a new accessory dwelling unit (ADU).
- Requires the applicant pursue alternative layouts to the maximum extent feasible and demonstrate that no feasible alternatives exist which retain exceptional trees and achieve the ADU.
- Permitted outright; *not* a Type 2 land use decision.
- This option alone does not remedy unintended housing impacts of the exceptional tree code.

Option 5: Establish flexible zoning standards to retain more exceptional trees.

Key Elements:

- When necessary to retain exceptional trees, allow projects to deviate from development standards in the following ways:
 - Reduced lot sizes
 - Reduced setback requirements
 - Increased building height
 - Smaller roadways

² Kenmore Municipal Code 18.20.3083 Table 1

³ Lake Forest Park Municipal Code 16.14.030 Table 1

⁴ Bainbridge Island Municipal Code 15.22.020

- Eliminate the Conditional Use Permit (CUP) requirement for townhomes in residential zones if for the purpose of saving exceptional trees. This would allow projects to cluster development away from exceptional trees while still achieving the permitted density.
- Specific direction is needed to determine the extent of allowed reductions/deviations. For example, what would be the maximum reduction allowed be for lot sizes and setbacks? What's the maximum building height? It may be better to consider this as part of the more comprehensive review of the tree ordinance next year and in the context of the middle housing discussion.

Staff Recommendation:

Since additional tree code amendments will be proposed as part of middle housing amendments coming next year, staff recommend making minor and easily administered amendments now to address impacts to housing. Staff recommend a code amendment that would combine Option 1 and 2, and certain (limited) parts of Option 5. The recommendation is summarized below:

1. Allow a variance process to remove exceptional trees when necessary (and after demonstrating there is no alternative) to construct new dwelling units. See Ordinance 24-0611.
2. Focus on large trees: Increase the size threshold (DBH) for exceptional trees to match LFP's.
3. Allow townhomes in the R-4 and R-6 zones in order to cluster development away from exceptional trees while achieving the permitted density; do not require a conditional use permit (CUP) for this type of development if for the purpose of saving exceptional trees.

Since incorporation, and especially over the past few years, the City Council has dedicated a significant amount of time to discussing tree regulations. Below is a summary of the meetings where this issue was a primary focus⁵:

- July 22, 2024: Public hearing on proposed exceptional tree regulation amendments ([agenda link](#))
- April 8, 2024: Staff presentation of proposed Tier 2 regulations ([agenda link](#))
- December 4, 2023: Public hearing on proposed Tier 2 regulations ([agenda link](#))
- November 20, 2023: Public hearing on proposed Tier 2 regulations ([agenda link](#))
- October 16, 2023: Adoption of exceptional tree ordinance ([agenda link](#))
- October 9, 2023: Public hearing on proposed exceptional tree ordinance ([agenda link](#))
- September 25, 2023: Public hearing on proposed exceptional tree ordinance ([agenda link](#))
- September 11, 2023: Staff presentation on proposed exceptional tree ordinance ([agenda link](#))
- October 24, 2022: Study session on amendments to the tree regulations, including a proposed exceptional tree ordinance ([agenda link](#))
- July 18, 2022: Continued tree regulations discussion ([agenda link](#))
- May 16, 2022: Tree regulations discussion ([agenda link](#))
- March 21, 2022: Adoption of tree regulation ordinance, including definition of significant trees, nuisance species, and permitting process for tree removal ([agenda link](#))
- December 6, 2021: Tree regulations discussion ([agenda link](#))
- September 20, 2021: Report and discussion on exceptional trees and residential tree subsidy programs ([agenda link](#))

⁵ This list is specific to tree code amendments and is intended as a brief summary; this list does not include council

- 2019: Ordinance 19-0488 was adopted. The ordinance required replacement trees at a 3:1 ratio when removed within a critical area or buffer.
- 2015: Ordinance 15-0409 was adopted. The ordinance required a windthrow evaluation as part of the tree protection plan, for new development.
- 2009: Ordinance 09-0295 was adopted. The ordinance required more tree credits for new development (increased to 30 tree units per acre), adjusted penalties for non-compliance, required monitoring, and focused on retaining perimeter trees.
- 2004: Ordinance 04-0214 was adopted. The ordinance repealed the King County rules, required tree surveys and a tree protection plan and established a minimum tree density of 20 tree units per acre for new development.
- 1998: At incorporation, Ordinance 98-0026 adopted the King County Code.

Fiscal Consideration:

Other than increased staff time for permit review, none of the proposed alternative code amendments related to the exceptional tree protections are anticipated to impact the budget.

City Council Priority or Budget Objective Being Addressed:

1. Increase and preserve the options for affordable housing.
2. Implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 23-0593**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTERS 15.25, 18.20, 18.57, AND 19.25 OF THE
KENMORE MUNICIPAL CODE TO ESTABLISH EXCEPTIONAL TREE
REGULATIONS AND PROCEDURES WITHIN THE CITY; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Kenmore Comprehensive Plan (“Comprehensive Plan”) Policy LU-2.2.3 states that Kenmore’s regulation of land use should: a) protect public health, safety, and general welfare; b) protect environmentally sensitive areas, including wetlands, groundwater, streams, Lake Washington, the Sammamish River, and Puget Sound; and c) support tree preservation, whenever possible; and

WHEREAS, Comprehensive Plan Policy LU-1.5.2 identifies that development regulations should provide and address, among other things, tree retention standards; and

WHEREAS, consistent with the Comprehensive Plan, the City Council adopted Chapter 18.57 of the Kenmore Municipal Code (“KMC”), the “Tree Management and Protection Code” and declared that the purpose of the chapter was to establish a process and standards to:

1. Increase the livability of an area by helping to screen people and *buildings* from wind and inclement weather;
2. Create a special sense of identity, a sense of community and civic pride, and a memorable place to live and work;
3. Preserve and enhance the *City’s* physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of *trees*;
4. Promote *site* planning, construction practices, and horticultural practices that are consistent with the *reasonable* use of property;
5. Implement the goals and objectives of the *City’s* comprehensive plan; and
6. Implement the goals and objectives of the *City’s* parks and recreation master plan.

WHEREAS, the City Council finds that the purposes for tree protection regulations as

articulated above remain valid today, and that protecting trees provides substantial value to the City and its residents by:

A. Reducing soil erosion and water pollution in the City's streams and creeks by providing wind breaks, slowing the surface movement of water, reducing the amount of stormwater runoff, and stabilizing soil with their roots and fallen leaves;

B. Improving air quality by removing pollutant gases and airborne particles;

C. Positively affecting energy and water conservation by providing shade, lowering temperatures, and reducing net evaporation rates;

D. Reducing noise pollution by absorbing and deadening excessive and/or unwanted noise and by screening the source of the noise from view; and

E. Providing a wide variety of habitats and ecosystems for birds, mammals, and other wildlife [KMC 18.57.015.A-E];

WHEREAS, climate scientists maintain that big exceptional trees are invaluable to the environment and those native to the Pacific Northwest like Douglas firs, western hemlocks, and western red cedars are the best in the world at storing carbon - actually getting better at doing it as they age and grow bigger. In fact, according to the US Geological Survey, some large trees seem to add "the carbon mass equivalent of an entire smaller tree each year."

WHEREAS, in May of 2022, the City Council adopted the City of Kenmore Climate Action Plan ("CAP"), which acknowledges that cities like Kenmore have a critical role to play in addressing climate change impacts, including, but not limited to protecting, preserving, and restoring environmental and natural resources; and

WHEREAS, a CAP priority, goal and strategy include the expansion of tree canopy and sequestration opportunities, protecting critical and natural areas, and protecting local water bodies; and

WHEREAS, the City Council and members of the public have voiced concerns with the scope of tree removal within the City, and the Council directed staff to bring forward proposed regulations to further preserve and protect Kenmore's urban forest canopy; and

WHEREAS, the City Council has considered tree protection regulations at its April 19, 2021, May 26, 2021, September 20, 2021, December 6, 2021, March 21, 2022, May 16, 2022, July 18, 2022, and October 24, 2022, meetings; and

WHEREAS, the City Council desires to adopt certain amendments to the Tree

Management and Protection Code to protect exceptional trees within the City ("Proposed Amendments") as they are unique in size, species, age, health, and are worthy of long-term retention, and provide substantial value to the City and community as referenced in the recitals herein; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police powers and is specifically authorized by RCW 35A.63.100, RCW 36.70A.040, and the Washington Constitution, Article XI, Section 11; and

WHEREAS the Proposed Amendments support Council priorities to implement the adopted Kenmore CAP and promote environmental stewardship, including water, air, forest, and habitat restoration; and

WHEREAS, the City sent notice of the Proposed Amendments to the Washington State Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, on September 1, 2023, the City's Responsible Official issued a Determination of Non-Significance pursuant to the State Environmental Policy Act in relation to the Proposed Amendments; and

WHEREAS, the City Council held a public hearing on September 25, 2023, and October 9, 2023, and considered the comments and record relating to the Proposed Amendments; and

WHEREAS, on October 9, 2023, the City Council voted to continue the period to receive written comments via email until 5:00 PM on Sunday, October 15th, 2023; and

WHEREAS, the City Council desires to adopt the Proposed Amendments and finds that such amendments are consistent with the 2023-2024 Council Priorities, the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City Council has been guided by the goals of the Growth Management Act (RCW 36.70A.020) when considering adoption of the Proposed Amendments; and

WHEREAS, the City Council finds that adoption of the Proposed Amendments is in the best interests of the residents of Kenmore and will promote the public health, safety, and welfare of the City;

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 15.25 of the Kenmore Municipal Code as set forth in Exhibit A, attached hereto and incorporated by reference as if set forth in full.

Section 3. Amendment. The City Council amends Chapter 18.20 of the Kenmore Municipal Code as set forth in Exhibit B, attached hereto and incorporated by reference as if set forth in full.

Section 4. Amendment. The City Council amends Chapter 18.57 of the Kenmore Municipal Code as set forth in Exhibit B, attached hereto and incorporated by reference as if set forth in full.

Section 5. Amendment. The City Council amends Section 19.25.020 of the Kenmore Municipal Code as set forth in Exhibit C, attached hereto and incorporated by reference as if set forth in full.

Section 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 7. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16th DAY OF OCTOBER 2023.

CITY OF KENMORE


[Nigel Herbig \(Oct 30, 2023 08:46 PDT\)](#)
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:


[Anastasiya Warhol \(Oct 18, 2023 13:40 PDT\)](#)
Anastasiya Warhol, City Clerk

Approved as to form:


[Dawn Reitan \(Oct 18, 2023 13:14 PDT\)](#)
Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 09/01/2023

PASSED BY THE CITY COUNCIL: 10/16/2023

ORDINANCE NO.: 23-0593

DATE OF PUBLICATION: 10/20/2023

EFFECTIVE DATE: 10/25/2023

EXHIBIT A TO ORD. 23-0593

I. Chapter 15.25 of the Kenmore Municipal Code (KMC) is amended to read as follows:

A. KMC 15.25.030 is amended to read as follows:

15.25.030 Definitions.

Certain words and phrases used in this chapter, unless otherwise clearly indicated by their context, mean as follows:

A. "Applicant" means a person who files an application for a permit under this chapter and who is either the owner of the land on which that proposed activity would be conducted, a contract purchaser, or the authorized agent of such a person.

B. "Bench" means a relatively level step excavated or constructed on the face of a graded *slope* surface for drainage and maintenance purposes.

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

D. "Clearing" means the cutting or *removal* of *vegetation* or other organic plant material by physical, mechanical, chemical or any other means.

E. "Department" means the *department* designated by the *city manager* to administer this chapter.

F. "Diameter at breast height" means a *tree's* diameter in inches at four and one-half feet above the ground. On multiple stemmed or trunked *trees*, the diameter shall be the sum of diameters of all individual stems or trunks.

G. "Director" means the director of the *department* designated by the *city manager* to administer this chapter.

H. "Earth material" means any rock, natural soil or any combination thereof.

I. "Erosion" means the wearing away of the ground surface as the result of the movement of wind, water and/or ice.

J. "Excavation" means the *removal* of *earth material*.

K. "Exceptional tree" means a tree which because of its unique combination of size, species, and age is worthy of long-term retention for the purposes and values set forth in KMC 18.57.015, and that has been determined to constitute an important community resource and may not be *removed* or damaged.

1. All healthy specimens of *tree* species in Table 1 are *exceptional trees* if they have a diameter at breast height (d.b.h.) equal to or greater than that listed for the respective species. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump.
2. Any healthy *tree* with a d.b.h. of 48 inches or greater is an exceptional tree except those in Table 2 that are never considered exceptional.

Table 1. Exceptional Tree Species and Required Diameters at Breast Height

Tree Species (Common Name)	Scientific Name	Threshold d.b.h. (in inches)
Bigleaf Maple	<i>Acer macrophyllum</i>	42"
Douglas Fir	<i>Pseudotsuga menziesii</i>	30"
Grand Fir	<i>Abies grandis</i>	24"
Madrona	<i>Arbutus menziesii</i>	12"
Oregon Ash	<i>Fraxinus latifolia</i>	24"
Oregon White Oak	<i>Quercus garryana</i>	24"
Pacific Dogwood	<i>Cornus nuttallii</i>	24"
Pine (any species)	<i>Pinus</i> family	30"
Sitka Spruce	<i>Picea sitchensis</i>	24"
Western Hemlock	<i>Tsuga heterophylla</i>	24"
Western Red Cedar	<i>Thuja plicata</i>	30"
Willow (any species)	<i>Salix</i> family	24"

Table 2. Tree Species That Are Not Exceptional Trees

Tree Species (Common Name)	Scientific Name
Alder (any species)	<i>Alnus</i> family
Black Cottonwood	<i>Populus trichocarpa</i>
English Holly	<i>Ilex aquifolium</i>
Leyland Cypress	<i>Cupressus × leylandii</i>

L. "Fill" means a deposit of *earth material* placed by mechanical means.

M. "Grade" means the elevation of the ground surface.

1. "Existing grade" means the *grade* prior to *grading*.
2. "Rough grade" means the stage at which the *grade* approximately conforms to the approved plan.
3. "Finish grade" means the final *grade* of the *site* which conforms to the approved plan.

N. "Grading" means any excavating, filling, removing of the duff layer, or combination thereof.

O. "Hazard tree" means any *tree* that has a high probability of failure due to any structural defect, disease or damage or combination of defect, disease or damage. A "high probability of failure" means falling and causing damage to persons or property. A "hazard tree" includes, but is not limited to, any isolated *tree(s)* that have a high probability of failure due to low *wind-firmness* in post-construction conditions as determined by a *qualified tree protection professional*.

P. "Impervious surface" means a nonvegetated surface which either prevents or retards the entry of water into the soil mantle under natural conditions prior to development, and/or which causes water to run off the surface in greater quantities or at a rate of flow greater than the flow under natural conditions prior to development. Common *impervious surfaces* include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, paved areas, gravel areas, areas of packed or oiled earthen materials or other surfaces which similarly impede the natural infiltration of surface and *stormwater*. Open uncovered flow control or water quality treatment facilities shall not be considered as *impervious surfaces* for the purposes of determining whether thresholds for the application of minimum requirements are exceeded, but shall be considered *impervious surfaces* for the purposes of runoff modeling.

Q. "Land alteration" means any alteration to the surface of the land or the surface drainage including improvements to a storm water tract. *Land alterations* include but are not limited to: *excavations, fills, clearing, grading, and tree removal* or any combination thereof; placing or removing *impervious surfaces*, including *structures* and *pavement*; compacting the earth surface; changing the existing *grade*; or changing the surface so that surface water leaves the *site* differently, including changes to flow path, flow rate, or flow volume.

R. "Removal" with regard to *trees* means the act of removing a *tree* by digging up, cutting down, or causing a *tree* to die within a period of three years from such act.

S. "Shorelines" means those lands defined as shorelines in the State Shorelines Management Act of 1971.

T. "Significant tree" means an existing healthy *tree* that is not a *hazard tree* and that is at least six inches in *diameter at breast height* (d.b.h.) as measured at four and one-half feet (54 inches) above the ground. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump. Replacement trees required as mitigation for removed exceptional trees are considered significant trees, regardless of size.

U. "Site" means any lot or parcel of land or contiguous combination thereof where projects covered by this chapter are performed or permitted.

V. "Slope" means an inclined ground surface, the inclination of which is expressed as a ratio of vertical distance to horizontal distance.

W. "Storm drain system" means a system of gutters, pipes, or ditches used to carry surface and *stormwater* from the surrounding lands to drainage facilities, critical areas, streams or lakes.

X. "Stormwater" means water originating from rainfall and other precipitation that ultimately flows into drainage facilities, rivers, streams, lakes and wetlands. As applied in this chapter, *stormwater* is synonymous with the term "surface water."

Y. "Structure" means anything permanently constructed in or on the ground, or over the water, and excluding fences eight feet or less in height, decks less than 18 inches above *grade*, paved areas, and structural or nonstructural *fill*.

Z. "Terrace" means a relatively level step excavated or constructed on the face of a graded *slope* surface for drainage and maintenance purposes.

AA. "Tree" means a self-supporting woody perennial plant characterized by one main stem or trunk of at least six inches diameter at breast height, or a multiple stemmed or trunk system with a definite crown, maturing at a height of at least 12 feet above ground level. The *department* shall determine whether any specific woody plant shall be considered a *tree*.

BB. "Vegetation" means any and all organic plant life growing at, below, or above the soil surface. [Ord. 22-0547 § 2 (Exh. A); Ord. 16-0428 § 11 (Att. G); Ord. 12-0345 § 3 (Exh. A).]

B. KMC 15.25.070 is amended to read as follows:

15.25.070 Permit required – Exception.

No *land alteration* shall be performed without first having obtained a permit therefore from the City. Exemptions from permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City. Even if a permit is required, best management practices must be utilized to limit *erosion* and sedimentation. Permits shall not be required for the following:

A. Grading.

1. *Excavation* for construction of a *structure* authorized by a valid building permit;
2. *Excavations* for trenches for utilities not within critical areas, shorelines or associated buffer;
3. Exploratory *excavations* performed under the direction of a registered design professional; provided, that any disturbance of the area shall be the minimum necessary to carry out the work or studies and the disturbed area shall be immediately restored; and
4. *Excavation* or *fill* less than four feet in vertical depth not involving more than 100 cubic yards of earth or other material on a single *site* and not within critical areas, shorelines or associated buffers;

B. Clearing and Tree Removal of significant trees. This section does not apply to exceptional trees.

1. *Clearing and removal* of *trees* for the construction of a *structure* authorized by a valid building permit;
2. *Removal of significant trees* requires a permit filed by the owner of real property within the City on forms provided by the department for review and approval prior to removing the *tree*. The city manager may approve, deny, or approve with conditions an application for *tree removal*. The decision shall be based on the following approval criteria:
 - a. The *tree(s)* proposed for *removal* is on a lot containing an existing single-family detached dwelling unit;

- b. The *tree(s)* proposed for *removal* is not located within critical areas or associated buffers, shorelines or associated buffers, native growth protection areas, or wildlife protection zones;
- c. The *tree(s)* proposed for *removal* has not been previously designated for protection (e.g., as part of a plat); and
- d. The *tree(s)* proposed for *removal* complies with the yearly *tree removal* maximum allowances table shown below:

Lots up to 10,000 sq. ft.:	2 <i>trees</i> per year
Lots 10,001 sq. ft. to 20,000 sq. ft.:	4 <i>trees</i> per year
Lots 20,001 sq. ft. to 30,000 sq. ft.:	6 <i>trees</i> per year
Lots 30,000 sq. ft. and greater:	8 <i>trees</i> per year

- 3. *Clearing* by a public agency, franchise utility or public or private golf course for routine maintenance activities;
- 4. Minor stream restoration projects for fish habitat enhancement pursuant to a Washington State Joint Aquatic Resource Permit Application (JARPA);
- 5. Normal and routine maintenance of existing lawns and landscaping; and
- 6. *Removal* of noxious weeds. *Removal* of noxious weeds from critical areas, shorelines or associated buffers shall be subject to the requirements of KMC Title [16](#) and Chapter [18.55](#) KMC;

C. Engineering.

- 1. Less than 2,000 square feet of replaced *impervious surface* or new plus replaced *impervious surface* that is not within critical areas or associated buffers; and
- 2. *Land alterations* that are exempt from a *grading* permit and that do not alter the method by which the *stormwater* leaves the *site*. [Ord. 22-0547 § 2 (Exh. A); Ord. 16-0428 § 11 (Att. G); Ord. 12-0345 § 3 (Exh. A).]

EXHIBIT B TO ORD. 23-0593

I. Chapter 18.20 of the Kenmore Municipal Code is amended to read as follows:

A. KMC 18.20.2730 of the Kenmore Municipal Code (KMC) is amended to read as follows:

18.20.2730 Significant tree.

"Significant tree" means an existing healthy *tree* that is not a *hazard tree* and that is at least six inches in diameter at breast height (d.b.h.) as measured at four and one-half feet (54 inches) above the ground. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump. Replacement trees required as mitigation for removed exceptional trees are considered significant trees, regardless of size. [Ord. 22-0547 § 3 (Exh. B(I)); Ord. 11-0329 § 3 (Exh. 1).]

B. Chapter 18.20 KMC is amended by adding a new KMC 18.20.3083, "Tree, exceptional" to read as follows:

18.20.3083 Tree, exceptional.

"Exceptional tree" means a tree which because of its unique combination of size, species, and age is worthy of long-term retention for the purposes and values set forth in KMC 18.57.015, and that has been determined to constitute an important community resource and may not be *removed* or *damaged*.

1. All healthy specimens of *tree* species in Table 1 are *exceptional trees* if they have a diameter at breast height (d.b.h.) equal to or greater than that listed for the respective species. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump.
2. Any healthy *tree* with a d.b.h. of 48 inches or greater is an exceptional tree except those in Table 2 that are never considered exceptional.

Table 1. Exceptional Tree Species and Required Diameters at Breast Height

Tree Species (Common Name)	Scientific Name	Threshold d.b.h. (in inches)
Bigleaf Maple	<i>Acer macrophyllum</i>	42"
Douglas Fir	<i>Pseudotsuga menziesii</i>	30"

Grand Fir	<i>Abies grandis</i>	24"
Madrona	<i>Arbutus menziesii</i>	12"
Oregon Ash	<i>Fraxinus latifolia</i>	24"
Oregon White Oak	<i>Quercus garryana</i>	24"
Pacific Dogwood	<i>Cornus nuttallii</i>	24"
Pine (any species)	<i>Pinus</i> family	30"
Sitka Spruce	<i>Picea sitchensis</i>	24"
Western Hemlock	<i>Tsuga heterophylla</i>	24"
Western Red Cedar	<i>Thuja plicata</i>	30"
Willow (any species)	<i>Salix</i> family	24"

Table 2. Tree Species That Are Not Exceptional Trees

Tree Species (Common Name)	Scientific Name
Alder (any species)	<i>Alnus</i> family
Black Cottonwood	<i>Populus trichocarpa</i>
English Holly	<i>Ilex aquifolium</i>
Leyland Cypress	<i>Cupressus × leylandii</i>

II. Chapter 18.57 of the Kenmore Municipal Code is amended to read as follows:

Chapter 18.57 TREE MANAGEMENT AND PROTECTION

Sections:

[18.57.010 Title.](#)

[18.57.015 Findings and purpose.](#)

[18.57.030 Applicability.](#)

[18.57.035 Exemptions.](#)

[18.57.050 Tree protection plan required.](#)

[18.57.060 Tree density requirement.](#)

[18.57.063 Exceptional Tree Protections.](#)

[18.57.065 Significant tree grove retention in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea.](#)

[18.57.070 Tree protection plan review procedure.](#)

[18.57.080 Tree protection plan review standards.](#)

[18.57.085 Tree windthrow evaluation and prevention.](#)

[18.57.090 Tree protection during construction.](#)

[18.57.100 Post-construction replacement, financial guarantee and maintenance requirements.](#)

18.57.110 Penalties, enforcement.

18.57.010 Title.

This chapter shall be known and may be cited as the Kenmore tree management and protection code. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.015 Findings and purpose.

A. Reducing soil *erosion* and water pollution in the *City's streams* and creeks by providing wind breaks, slowing the surface movement of water, reducing the amount of stormwater runoff, and stabilizing soil with their roots and fallen leaves;

B. Improving air quality by removing pollutant gases and airborne particles;

C. Positively affecting energy and water conservation by providing shade, lowering temperatures, and reducing net evaporation rates;

D. Reducing noise pollution by absorbing and deadening excessive and/or unwanted noise and by screening the source of the noise from view; and

E. Providing a wide variety of habitats and ecosystems for birds, mammals, and other wildlife;

F. Accordingly, the purpose of this chapter is to establish a process and standards to:

1. Increase the livability of an area by helping to screen people and *buildings* from wind and inclement weather;

2. Create a special sense of identity, a sense of community and civic pride, and a memorable place to live and work;

3. Preserve and enhance the *City's* physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of *trees*;

4. Promote *site* planning, construction practices, and horticultural practices that are consistent with the *reasonable use* of property;

5. Implement the goals and objectives of the *City's* comprehensive plan; and

6. Implement the goals and objectives of the *City's* parks and recreation master plan. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.030 Applicability.

A. No individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall directly or indirectly remove or destroy any *tree* as defined in this title within the *City*, without first obtaining a clearing permit as provided in KMC Title [15](#).

B. Unless otherwise exempted in KMC [18.57.035](#), any *site* subject to *development*, including the division of a parcel of land into two or more parcels, within the *City* shall comply with the requirements of this chapter.

C. Approval of a tree protection plan pursuant to the provisions of this chapter shall not discharge the obligation of the *applicant* to otherwise comply with the applicable provisions of this chapter.

D. When any provision of any other chapter of the Kenmore Municipal Code conflicts with this chapter or when the provisions of this chapter are in conflict, that provision which provides more protection for individual *trees* and *groves* of *trees* shall apply unless specifically provided otherwise in this chapter or unless such provision conflicts with federal or State laws or regulations. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.035 Exemptions.

A. The following land *uses* are exempt from the provisions of this chapter. However, compliance with other applicable provisions of the Kenmore Municipal Code including but not limited to then-current *critical area* regulations per Chapter [18.55](#) KMC and then-current clearing regulations per Chapter [15.25](#) KMC is still required:

1. Agriculture, meaning the use of the land for the primary purpose of deriving income from growing plants or *trees* on land including, but not limited to, land used principally for fruit or timber production, but not including land used principally for another *use* and only incidentally for growing *trees* or plants for income.

2. *Commercial nursery or tree farm*, but only those *trees* which are planted and growing on the premises of a licensed retailer or wholesaler for sale to the general public. Other *trees* on such premises shall remain subject to this chapter.

3. Residential *Development*.

- a. All existing *lots* on which are to be situated new *single detached dwelling units* in residential zones based on tree removal limits established by clearing requirements.

b. All existing *lots* on which are situated existing detached *dwelling units* in residential zones based on tree removal limits established by clearing requirements.

c. Residential Development is not exempt from the provisions of Chapter 18.57.065 - *exceptional trees*.

4. Downtown Commercial and Downtown Residential Zones.

All *development* occurring within core areas designated as downtown commercial and downtown residential zones. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.050 Tree protection plan required.

A. Requirement Established. Except for the exemptions enumerated in this chapter, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall remove, transplant, or destroy, or cause to be removed, transplanted, or destroyed, on any land in the *City*, any *tree* as defined in this chapter, without first obtaining the *city manager's* approval of a tree protection plan and receiving a clearing permit from the *City*.

For *sites* proposed for land *development*, including the division of a parcel of land into two or more parcels, having *trees* below the minimum tree density, even though no *trees* are proposed to be removed, a tree protection plan is required to bring the *site* up to the minimum tree density standard herein established.

B. Submittal of Tree Protection Plan. Where the *site* proposed for *development* requires site or plat or short plat review, the tree protection plan shall be submitted concurrent with a site plan or plat or short plat application.

C. Tree Protection Plan Requirements. Attached to the *applicant* information and site plan information required for the clearing permit application, the *applicant* shall include the following tree protection plan information:

1. *Tree Survey*. For all *development proposals*, a *tree survey*, drawn to scale by a land surveyor licensed in Washington State, identifying the exact location and conditions of existing *trees* as defined in this title and containing the following information:

a. Common and botanical name of each *tree*.

b. *Trees* proposed to remain and to be removed.

c. *Groves* with indication of predominant species, number of *trees* and size of
d.b.h.

d. Any off-site *tree* with a root protection zone which could be adversely affected by the proposed activity.

e. The location and dimensions of established and proposed perimeter *landscaping*, natural *vegetation* easements, and open space areas for public, *private*, or community use.

f. *Net buildable areas*.

g. *Critical areas* and their *buffers*.

h. Stormwater tracts.

i. Limits of construction line.

j. North arrow, scale, and date of survey.

2. An assessment of *tree windthrow* potential as described in KMC [18.57.085](#), along with any proposed mitigation measures to minimize windthrow. These measures shall be incorporated into the proposed tree protection plan described in subsection (C)(5) of this section.

3. A statement describing how *trees* intended to remain will be identified, marked, and protected before the start of and during *development* as further described in KMC [18.57.090](#).

4. A statement that describes replacement tree quality as conforming to the American Standards for Nursery Stock (ANSI).

5. Proposed Tree Protection Plan. The permit *applicant* shall have a *qualified tree protection professional* prepare recommendations for the tree protection plan. The tree protection plan shall be drawn to scale using the *tree* survey as a base and containing the following information:

a. The exact location, **common name, botanical name**, and condition of protected *trees*.

b. The exact location, common name, botanical name, and *caliper* of each *tree* species to be planted.

c. The *site* minimum tree density calculation indicating the total number, size, and species of existing *trees* to be preserved and the replacement *trees* to be planted as described in KMC [18.57.060](#).

d. The *site* replacement tree calculation as described in KMC [18.57.060](#) with an explanation including the number, *caliper*, and species.

e. The location, materials, dimensions, and layout of the protective barriers.

6. Submit a **landscape** bond quantity **worksheet on forms** **provided by the department.**

7. Additional Information. Any additional or more detailed information required by the *city manager* to ensure compliance with the provisions of this chapter (i.e., aerial photograph). The *city manager* may waive the requirements for the scaled drawing and other submission data if he finds that the information presented is sufficient to determine the project's compliance with the provisions of this chapter. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 1 (Att. A); Ord. 11-0329 § 3 (Exh. 1).]

18.57.060 Tree density requirement.

A. Minimum Tree Density Requirement Established. A minimum tree density is required on each *site*. The tree density may consist of existing *trees* (provided they are not cottonwood, alder, or holly trees), replacement *trees*, or a combination of existing and replacement *trees*. The *site* density of *trees* to be protected on each *site* shall be determined prior to approval of a tree protection plan or clearing permit, by the *city manager*.

B. Tree Density Calculation. The minimum tree density required for each *site* is 30 tree units per acre of *net buildable area*.

1. To calculate the density of *trees* to be protected:

a. Obtain the d.b.h. measurement in inches for each protected *tree* within the *net buildable area*.

b. Go to Table 18.57.060A and select the tree unit value that corresponds to the d.b.h. for each protected *tree*.

c. Add up the tree unit values for all protected *trees* and divide by the total acreage of the *net buildable area*. This value must equal or exceed 30 tree units per acre of *net buildable area*. If the total is less than 30 tree units per acre, more *trees* must be protected or replacement *trees* will be required.

d. If replacement *trees* are planted as *groves* within designated tracts, then *applicant* may reduce total tree units required by 10 percent.

Table 18.57.060A
Existing Trees to Remain.

(Conversion from diameter (d.b.h.) in
 inches to tree units for
trees protected on-site.)

d.b.h.	Tree Units	d.b.h.	Tree Units
1 – 5	1.0	30	8.2
6 – 10	1.2	31	8.6
11	1.4	32	9.0
12	1.8	33	9.5
13	2.0	34	10.0
14	2.3	35	10.5
15	2.6	36	11.0
16	2.9	37	11.5
17	3.2	38	12.0
18	3.5	39	12.5
19	3.8	40	13.0
20	4.2	41	13.5
21	4.6	42	14.0
22	5.0	43	14.5
23	5.4	44	15.0
24	5.8	45	15.5
25	6.2	46	16.0
26	6.6	47	17.0
27	7.0	48	18.0
28	7.4	49	19.0
29	7.8	50	20.0

Table 18.57.060A
Existing Trees to Remain.

(Conversion from diameter (d.b.h.) in
inches to tree units for
trees protected on-site.)

d.b.h.	Tree Units	d.b.h.	Tree Units
For every one inch greater than 50 d.b.h., add an additional 2 tree units (i.e., 62 d.b.h. = 44 tree units).			

C. Replacement *Tree* Requirement. If the number of existing *trees* is not enough to meet the minimum of 30 tree units per acre, a sufficient number of replacement *trees* shall be planted to meet the minimum requirement. To determine the total number of replacement *trees* required:

1. Obtain the *caliper* measurement for each replacement *tree*. Replacement *trees* are measured differently than protected *trees*. Instead of measuring d.b.h. as in protected *trees*, replacement *trees* are measured by *caliper* in inches according to industry standards (ANSI). *Caliper* on replacement *trees* is measured six inches above the ground line for four-inch and smaller *trees*, and 12 inches above ground for larger replacement *trees*.
2. Go to Table 18.57.060B and select the tree unit value that corresponds to the *caliper* for each replacement *tree*.
3. Add the replacement tree unit values together to determine how many of that size *tree* will be required to achieve the minimum *site* density. See Table 18.57.060C for an example.

Table 18.57.060B Replacement Trees.

(Conversion from
caliper inches to tree units for replacement *trees.*)

Deciduous Tree Caliper in Inches	Tree Units for Deciduous Trees	Coniferous Tree Height in Feet	Tree Units for Conifers	Tree Units for Native Conifers
1.5"	0.4	4' – 6'	0.5	0.8

Table 18.57.060B Replacement Trees.

(Conversion from
caliper inches to tree units for replacement *trees*.)

Deciduous Tree Caliper in Inches	Tree Units for Deciduous Trees	Coniferous Tree Height in Feet	Tree Units for Conifers	Tree Units for Native Conifers
2"	0.5	6' – 8'	0.7	1.0
3"	0.6	8' – 10'	1.0	1.5
4"	0.7	11' – 12'	1.5	2.0
5"	0.8			
6"	1.0			
7"	1.2			
8" +	1.5			

Table 18.57.060C Sample Tree Density Calculation.

The required density factor is calculated below as follows for five acres: five acres x 30 units = 150 tree units required.

Existing density (ED):

Size	Quantity	Total Units	Size	Quantity	Total Units
24"	3	17.4	12"	5	9.0
18"	3	10.5	8"	6	7.2
10"	4	4.8	15"	8	20.8
30"	7	57.4	4"	10	10.0
				Total ED	137.1

Replacement density (RD):

Size	Units	Quantity	Total Units
2" <i>Deciduous</i>	0.5	12	6.0
4" <i>Deciduous</i>	0.7	6	4.2
4' – 6' Native Conifer	0.8	5	4.0

Size		Units	Quantity			Total Units	
			Total RD			14.2	
ED + RD =	Site Total Tree Density	>	or	=	Minimum Density Required		
137.1 + 14.2 =	151.3	>			150	Density Satisfied	

The sum of the ED and RD must be greater than or equal to the minimum density required. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.063 Exceptional Tree Protections.

A. Prohibited Activities.

The following activities are prohibited with regard to *exceptional trees*.

1. *Removal*, in whole or in part.
2. *Harming, injuring, or damaging the tree, including cutting its bark or branches with a knife, axe, hatchet, saw, or any other similar device or object.*
3. *Pouring toxic material on the tree or on the ground near enough to the tree to affect its health.*
4. *Burning the tree or causing a fire near enough to the tree to affect its health.*
5. *Topping.*
6. *Pruning beyond the standards provided by the Tree Care Industry Association at ANSI300 Part 1.*
7. *Attaching any sign, poster, notice, or other object to the tree, or fastening any guy wire, cable, rope, nails, screws, or other device to the tree, with the following exceptions:*
 - a. *To support young or broken trees;*
 - b. *For residential uses, (e.g., treehouses, tire swings, etc.);*
 - c. *The City may tie temporary signs or banners associated with street improvement, parades, seasonal lighting, or other city activities.*

B. Variance.

Exceptional trees may be removed only as allowed in this section.

1. *Variances from the exceptional tree standards of this chapter may be authorized by the city manager in accordance with the approval criteria described in this section. A variance for removal of exceptional trees is a Type 2 land use decision, pursuant to KMC 19.25.020, except as described in Section 18.57.063(B)2(a)(3).*
 - a. *Prior to commencing with the removal the owner shall obtain a permit from the City.*
 - b. *No variance is allowed in order to create additional lots.*

c. Decision Criteria.

- i. Necessary for Rights or Use. Private *Development Proposals*: Such *variance* is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated properties but which because of the presence of *exceptional tree(s)* is denied to the property in question. For a variance to be granted under this section, the applicant must demonstrate compliance with the reasonable use exception approval criteria established in KMC 18.55.180.A.1.a through 18.55.180.A.1.g. The phrase *exceptional tree* shall replace the phrase *critical area* when utilizing said criteria for a variance under this section;
- ii. The granting of such *variance* will not be materially detrimental to the public welfare or injurious to the property or improvement;
- iii. The granting of the *variance* is consistent with the general purpose and intent of the *City's* comprehensive plan and adopted development regulations.

d. *City Manager* Review. The *city manager* shall review the application. The *city manager* shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with all of the *variance* criteria in this section.

e. Burden of Proof. The burden of proof shall be on the *applicant* to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

f. Time Limit.

- i. Establishment of any activity authorized pursuant to an *exceptional tree variance* shall occur within four years of the effective date of the decision for such *variance*. This period may be extended for one additional year by the *city manager* if the *applicant* has submitted the applications necessary to authorize the development activity and has provided written justification for the extension.
- ii. For the purpose of this subsection, "establishment" shall occur upon the issuance of all local permit(s) needed to begin the development activity; provided, that the improvements authorized by such permits are completed within the time frames of said permits.

g. Mitigation Requirements.

- i. To the extent feasible, *exceptional trees removed* under a *variance* shall be replaced at a ratio of three (3) replacement trees for each *exceptional tree removed* (3:1).
- ii. If on-site replacement is not feasible, off-site replanting on public property with the *City's* written permission.

- iii. Whether planted on-site or off-site, replacement *trees* shall be of a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced at a 1:1 ratio.
- iv. Notwithstanding the foregoing, replacement trees under this chapter are considered *significant trees* pursuant to KMC 18.20.2730, regardless of Diameter at Breast Height (d.b.h.).
- v. Notice on title.
 - 1. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, the owner of any property containing replacement *trees* planted as mitigation for the removal of *exceptional trees* shall file a notice with county records and elections division according to the direction of the *City*. The notice shall state the presence of the replacement *trees* on the property and the date until which they must remain viable, of the application of this chapter to the property, and the fact that limitations on actions affecting the *trees* may exist. The notice shall run with the land.
 - 2. This notice on title shall not be required for:
 - a. A development proposal by a public agency or utility;
 - b. Within a recorded easement or right-of-way;
 - c. Where the agency or utility has been adjudicated the right to an easement or right-of-way; or
 - d. On the site of a public facility.
 - 3. The applicant shall submit proof that the notice has been filed with the county records and elections division (i.e., copy of document recorded on title).

2. Hazardous Trees.

- a. The removal of hazard exceptional trees shall comply with the following:
 - i. Prior to commencing with the removal the owner shall obtain a permit from the *City*.
 - ii. The burden of proving the hazardous nature of the *tree* lies with the property owner. The property owner shall provide the *City* with a report, prepared by an International Society of Arboriculture (ISA) certified arborist with a current Tree Risk Assessment Qualification (TRAQ), documenting that the *tree(s)* has a "high" or "extreme" risk and no other mitigation measure will reduce the risk below "high."

iii. Emergency tree removal. Where tree removal is necessary to prevent or correct an immediate threat to public health, safety, property, or welfare is performed in an emergency situation, the permit application, evidence of the threat, and a tree risk rating of "high" or "extreme" prepared by a *qualified tree protection professional* shall be submitted within the next business working day to the City. Emergency tree removal, as described here within, is exempt from the Type 2 decision process.

b. Mitigation Requirements.

i. The removal of hazardous, dying, or dead exceptional trees shall be mitigated by planting one (1) replacement tree, unless otherwise provided in KMC 18.55.150(E)(2).

ii. Replacement trees must be of a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced at a 1:1 ratio.

3. Private Access.

a. Prior to commencing with the removal the owner shall obtain a permit from the City.

b. Exceptional trees may be removed where necessary to provide for access to development sites, provided there are no feasible alternative alignments. Alternative access must be pursued to the maximum extent feasible.

4. Public Facilities.

a. The City reserves the right to remove exceptional trees where necessary for roads, bridges, utilities, and facilities.

b. Exceptional tree removal by private utilities require a tree removal permit and right-of-way use permit.

c. Exceptional trees removed under this section are subject to the mitigation requirements described in KMC 18.57.063.B.1.g.i – 18.57.063.B.1.g.iv.

C. Modification to Standards to Protect Exceptional Trees

1. For single-family residential subdivisions and short subdivisions on sites in the R-4 zone that contain exceptional trees, the minimum lot size may be reduced to 5,400 square feet with no limitation on the percentage of smaller lots, regardless of KMC 18.21.030, Footnote 16. The lot area shall exclude access easements and access panhandles.

2. Unless it would be unreasonable to do so based on the use of neighboring properties, the city manager may reduce setbacks in residential zones regulated

by Chapter 18.21 KMC to 10 feet, and *setbacks* in other zones to five feet, in order to maximize the protection of an *exceptional tree* and avoid exceptions or variances.

D. Penalties.

1. **Civil Penalty.** The penalty for *removal* of an *exceptional tree* or any other activity prohibited under subsection A shall be a civil penalty of up to \$2,500 per inch in d.b.h. of the *tree removed* with a maximum fine of \$150,000. In no case shall the penalty be reduced to less than \$10,000 total. For example, the monetary penalty for a 30-inch d.b.h. Douglas fir *removed* results in a maximum penalty of \$75,000. If the violation is found to have been willful or malicious, as determined by the *city manager*, the amount of the penalty may be doubled as punitive damages and the violator may be subject to criminal penalties under KMC18.57.110.B.
2. In addition, any person found to be in violation of this Section shall plant three (3) replacement *trees* for each *exceptional tree* removed. Replacement *trees* shall be a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced by the offender at a 1:1 ratio. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, a notice will be filed on the title by the same procedure outlined under (B)(1)(g)(iv) of this Chapter.

18.57.065 Significant tree grove retention in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea.

A. Definitions.

1. **Significant Tree Grove Definition.** A “significant tree grove” shall consist of two or more trees with a minimum of five and one-half tree units total. A qualifying tree has two tree units minimum. The maximum distance measured in feet between qualifying trees shall be equal to two times the critical root zone in order to be defined as a significant tree grove. For example a 24-inch d.b.h. tree must be within 24 feet of another tree in the grove to be included in the significant tree grove. A tree of any size that is topped or considered a “hazard tree” as defined in KMC [18.20.3084](#) may not qualify as part of a significant tree grove as herein defined. For purposes of this chapter, a significant tree grove may not contain trees that are located within a critical area or critical area buffer protected under Chapter [18.55](#) KMC. A significant tree grove is not the same as a “grove,” as defined in KMC [18.20.1273](#).

2. Tree Units. See KMC [18.57.060](#)(A) for translation of diameter at breast height (d.b.h.) to tree units.

B. Applicability.

1. Development proposals in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea shall be eligible to benefit from providing less parking or more dwelling units or any combination of the two if the development retains one or more significant tree grove(s) as defined in this section in perpetuity. A development may be able to benefit from both reduced parking and additional dwelling units by preserving a significant tree grove so long as the same tree credits are not counted towards both reductions in parking and additional bonus dwellings. Trees or groves retained through other provisions of this chapter may count towards the significant tree grove retention if they meet the definitions found in subsection A of this section.

2. Tree on Property Line. In instances where one or more trees that would qualify as part of a significant tree grove is located on a property line such that the tree is on more than one property, and the properties are in separate ownerships, the tree shall qualify to be counted as part of a separate tree grove by each property owner.

C. Reduced Parking. In order to retain qualifying significant tree groves, required parking may be reduced at the maximum rate of one stall per each five and one-half tree units. Parking quantities may be reduced up to a maximum of 20 percent from the parking requirement after other reductions are applied, if any.

D. Residential Bonus Units. In order to retain qualifying significant tree groves, residential units are offered at the rate of one bonus unit per each 11 tree units preserved. Grove bonus units are not included in maximum unit density calculations. Grove bonus units are not subject to the affordability requirements of KMC [18.27.020](#) and Chapter [18.77](#) KMC.

E. Significant Tree Grove Preservation Requirements.

1. Tree Protection Plan Required. A tree protection plan as identified in KMC [18.57.050](#) shall be required for any development application proposing to protect one or more significant tree groves through this section.

2. Recorded on Title. The map of significant tree groves preserved through this section, along with a covenant preventing removal, shall be recorded and shown on the property title.

3. Subject to Tree Protection Measures of Chapter [18.57](#) KMC. Significant tree groves protected under this section shall be subject to the tree protection measures during

construction found in KMC [18.57.090](#), the post-construction replacement, financial guarantee, and maintenance requirements of KMC [18.57.100](#), and the penalties and enforcement of KMC [18.57.110](#).

Exception: This section, as adopted by Ordinance No. 23-0574, shall not apply to certain real properties located within the area of the transit oriented development (TOD) district overlay as identified in KMC [18.29.020](#) and Figure 18.29.020.1, and as further identified by the following tax parcel numbers (TPN): TPN 011410-0889, TPN 011410-0881, TPN 011410-0870, TPN 011410-0885, TPN 011410-0865, TPN 011410-0860, and TPN 011410-0855. [Ord. 23-0574 § 2 (Exh. A).]

18.57.070 Tree protection plan review procedure.

A. *Departmental Review.* The *city manager* shall review the tree protection plan and clearing permit application to determine whether the *applicant* has provided all required information. Completed applications shall be referred to appropriate *City departments* for review. Upon request of either the *applicant* or the *City*, the *City* may conduct field inspections or review meetings. *City departments* involved in the review and/or inspections shall submit their report(s) and recommendation(s) to the *city manager*.

B. *Evaluation for Compliance.* The *city manager* may require an evaluation by a *qualified tree protection professional*, a qualified engineer, landscape architect, soils engineer, testing lab, or other specialist at any time during the tree protection plan review process or tree removal inspection as necessary to ensure compliance with the provisions of this chapter and/or the terms of the clearing permit. Individual *applicants* will be responsible for payment to the *City* of the actual cost to the *City* of this evaluation. The actual costs of any such evaluation shall be paid to the *City* within 30 days of receipt of the *City's* invoice.

C. *Financial Guarantees.* For all projects required to have a tree protection plan, *financial guarantees* shall be required consistent with the provisions of KMC [21.20.070](#); provided, however, that to the extent that the *financial guarantee* requirements of KMC [18.57.100](#) are more protective of tree preservation, performance and maintenance, then the more protective requirements shall prevail. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.080 Tree protection plan review standards.

The following standards shall govern the approval of a tree protection plan and the granting or denial of an application for clearing permit:

A. *Design. Development* shall be designed, located, and conducted so as to minimize the loss of healthy *groves* and protected *trees* as identified by a *qualified tree protection*

professional, degradation of wildlife habitat as identified through environmental review, and the potential for *erosion* and slope failure.

B. *Tree Protection Priority*. In designing a development project and in meeting the required minimum tree density, the *applicant* shall protect *trees* within the *net buildable area* as described in KMC [18.57.060](#)(B)(1), in the following order of priority. *Trees* to be preserved and protected must be healthy and vigorous, *wind-firm*, and not in conflict with utilities.

1. *Exceptional trees*.

2. *Groves*.

3. Individual *trees* which provide wildlife habitat as identified through environmental review.

4. Individual *trees* and *groves* which occur within required *setbacks*.

5. *Trees* that protect against windthrow, including *trees* sheltering interior *trees* or *trees* on adjacent property from strong winds that could otherwise cause them to blow down.

6. *Trees* which provide a buffer and separate incompatible *uses* or reduce sound and wind levels.

C. *Replacement Tree Planting Conditions*. Replacement *trees* should be planted in areas with soil, climate, exposure, and moisture conditions appropriate to the replacement *tree species'* growing requirements as determined by a *qualified tree protection professional*, licensed landscape architect, or certified nurseryman.

D. *Replacement Tree Planting Location Priority*. On *sites* where the number of existing *trees* falls below the minimum density requirements, then replacement *tree* planting shall be required. The *applicant's* proposed location of transplanted or replacement *trees* shall be subject to review by a *qualified tree protection professional*, licensed landscape architect, or certified nurseryman, and *City* approval as part of the tree protection plan. Replacement *trees* should be planted according to the following priority:

1. On-Site.

a. *Designated Tracts*. *Trees* located in separate deeded *tree* tracts specifically set aside for the preservation and planting of *trees* and/or the required recreation open space area if *trees* do not interfere with recreation activities.

b. *Perimeter Landscaping*. In which case, replacement *trees* shall not count toward and shall be in addition to perimeter landscape requirements.

c. *Landscaping*. This may include entrance landscaping, traffic islands, and other common open space areas. *Trees* located in a public right-of-way may be credited as replacement *trees* only if *street trees* are not a requirement.

2. *Off-Site*. In cases where an *applicant* believes that lot size prevents installation of the required number of *trees*, the *applicant* may propose to the *City* payment of a fee in lieu for installation of *trees* in a public *park* or other *public space*. The *city manager* shall review and make the final decision on the *applicant's* proposal, based on a recommendation from a *qualified tree protection professional*.

E. *Replacement Conifer Tree Types*. Replacement *trees* shall be of a similar type of genus to the conifer *trees* that are removed; i.e., a western red cedar (*Thuja plicata*) may be replaced with a *tree* in the genus *Thuja*, such as an American arborvitae (*Thuja occidentalis*). [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 1 (Att. A); Ord. 11-0329 § 3 (Exh. 1).]

18.57.085 Tree windthrow evaluation and prevention.

A. Increased *tree windthrow* potential as a result of impacts to *trees* on a site shall be evaluated based on the following risk factors:

1. Root system disruption that will extend within an area one to two and one-half times the radius of the canopy;
2. Topography of the site;
3. Whether the *tree* is deciduous or evergreen;
4. Height of the *tree* relative to the neighboring *trees*;
5. Whether the tree is part of a *grove*.

B. The windthrow evaluation shall be conducted as part of the preparation of the tree protection plan (see KMC [18.57.050](#)) based on the aforementioned risk factors. The assessment shall be conducted by a *qualified tree protection professional*. This assessment also shall evaluate increased windthrow potential for *trees* on neighboring lots that are within 50 feet of the closest *trees* being removed on the site, including *trees* that share a root system with *tree(s)* on the site.

C. *Tree Protection Plan*.

1. When significant windthrow potential is identified for *trees* that could impact neighboring properties or are on neighboring properties, the *applicant* shall identify measures to minimize windthrow as part of the tree protection plan. Measures could include but are not limited to demonstrating that the *critical root zone (CRZ)* fencing is adequate to prevent root disruption or that the *CRZ* is expanded to provide root protection; saving *groves* when applicable; taking steps to preserve existing grades around *trees*; and/or tunneling rather than trenching for utilities. The City may deny a request to remove a *tree(s)* if mitigation measures are inadequate to minimize windthrow.

2. If potential windthrow damage is for the *site* itself, the *applicant* shall identify measures to reduce impacts to future *structures* on the *site*. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 2 (Att. B).]

18.57.090 Tree protection during construction.

Prior to initiating tree removal and any *clearing* and *grading* on the *site*, *trees* to be protected and preserved shall be protected from potentially damaging activities as follows unless otherwise approved by the *City*.

A. *Critical Root Zone (CRZ)*. The *CRZ* of individual *trees*, *groves*, or otherwise designated protected tree areas shall include no less than the area of a circle with a radius that extends one foot out from the *tree* for every inch of trunk d.b.h., or the area of a circle with radius extending from a *tree's* trunk to a point no less than the end of a *tree's* longest branch, whichever is greater (see Figure 18.57.090A).

B. Tree Protection Fence (TPF). Before *development*, the *applicant*:

1. Shall place three inches of composted woodchips over the *CRZ* of all retained *trees* to retain moisture, increase organic matter, and visually establish the *CRZ*.
2. Shall erect and maintain readily visible protective tree fencing a minimum of three feet beyond the outer edge of the *CRZ* for all individual *trees*, *groves*, or other designated protected tree areas.
 - a. Fencing shall completely surround the required tree protection area. The *city manager* may allow adjustments to placement of the TPF based on an evaluation of the *tree*, soils, and proposed disturbance.
 - b. Fencing shall be a minimum of four feet high and may be higher if needed to ensure clear visual delineation. Chain-link *fence* or orange plastic *fence* fastened

to steel stakes/posts driven securely into the ground shall be required in order to discourage easy movement.

c. Any deviation from the tree fencing methods listed above must be authorized in writing by the *city manager* in advance.

3. Shall keep the protective fencing in place until the *City* authorizes the removal or issues a final certificate of occupancy, whichever occurs first.

4. Shall ensure that any landscaping done within the root protection zone subsequent to the removal of the *fence* shall not disturb existing *trees* including roots within the *CRZ*.

C. Placing Materials Near *Tree*. During *development*, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, may conduct any activity within the TPF of any *tree* designated to remain, except as specified in this section.

D. Attachments to *Trees*. During *development*, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall attach any object to any *tree* designated for protection.

E. Grade.

1. The grade shall not be filled or cut within the *CRZ* of any *tree* designated to remain without prior review by a *qualified tree protection professional* and advance, written approval from the *city manager*.

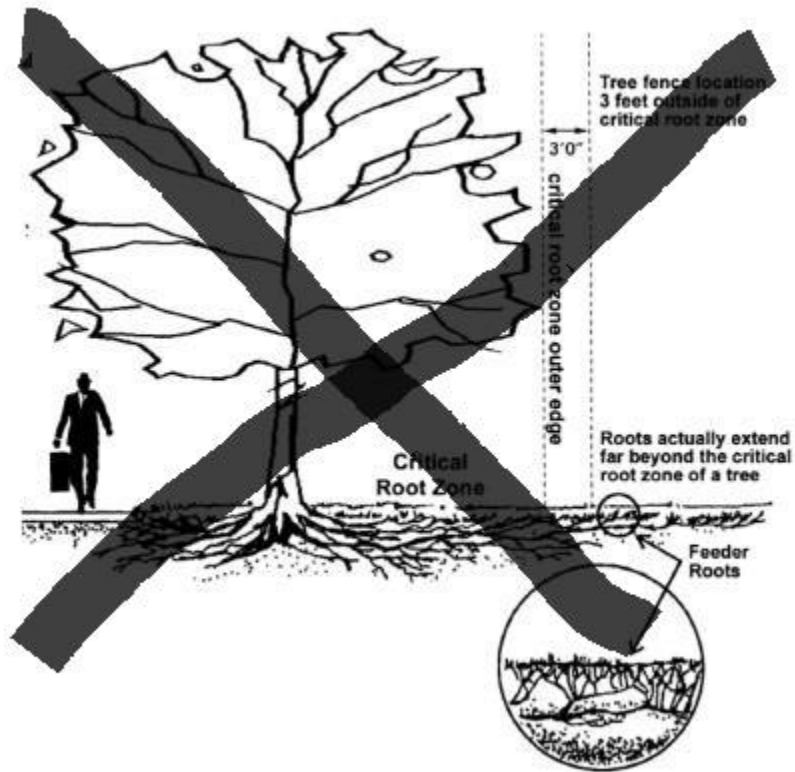
2. The *applicant* shall not install an *impervious surface* within the protective barrier of any *tree* designated to remain without the advance, written authorization of the *city manager*.

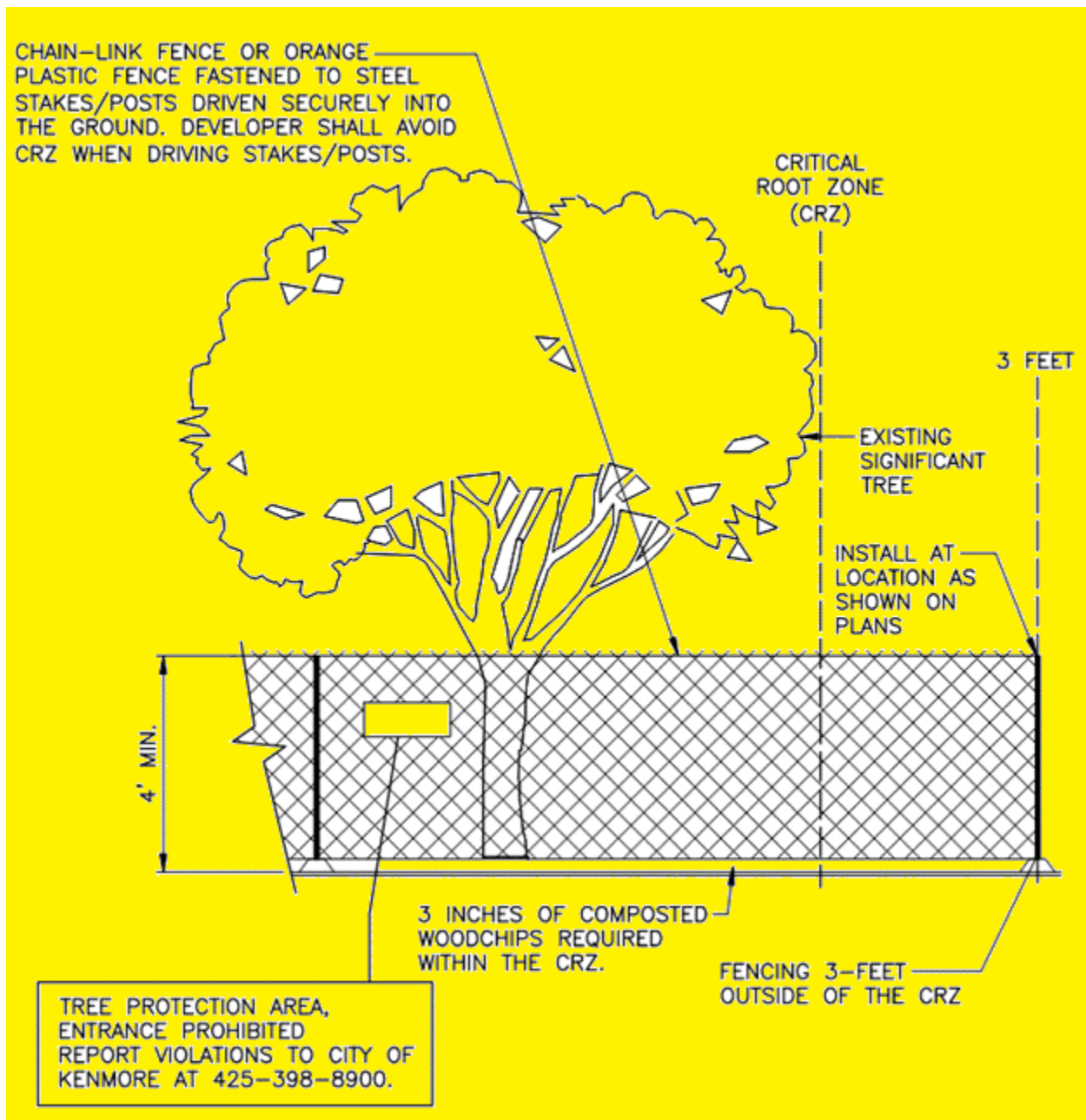
3. To the greatest extent practical, utility trenches shall be located outside of the root protection zone of *trees* to be retained. Boring or tunneling under the *CRZ* may be considered an alternative, but shall require the advance, written approval of the *city manager*.

4. *Trees* and other *vegetation* to be retained shall be protected from *erosion* and sedimentation.

F. Additional Requirements. The *city manager* may require additional tree protection measures which are consistent with accepted urban forestry practices.

Figure 18.57.090A *Critical Root Zone.*





This section shows a cross-section of the typical root zone for a *deciduous tree*. Eighty-five percent of the *tree's* roots are within the top 18 inches of the soil. Roots typically spread up to two times the height of the *tree* and sometimes more. However, the critical mass of roots is usually found within the *critical root zone*. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.100 Post-construction replacement, financial guarantee and maintenance requirements.

A. Replace Damaged, Dead, or Dying *Trees*. Replacement *trees* or *groves* that are damaged or die within a period of three years after planting or transplanting must be replaced in kind at a ratio of one-to-one within six months of the *tree's* death or the date of discovery of the damage. Existing *trees* that are damaged or die within a period of three years after completion of construction activities and as a cause of construction activities as determined by a *qualified tree protection professional* shall be replaced in kind at a ratio of two-to-one within six months of the *tree's* death or date of discovery of the damage.

B. Replacement *Tree* Quality. Replacement *trees* shall conform to the American Standards for Nursery Stock, ANSI.

C. *Tree* Maintenance. All *trees* shall be maintained in accordance with International Society of Arboriculture guidelines and standards.

D. *Financial Guarantee* Required. A *financial guarantee* as defined and regulated under KMC Title [21](#) shall be required as a mechanism to cover any potential cost associated with replacing dead or dying replacement or existing *trees* required to satisfy tree unit requirements per this section.

1. A *financial guarantee* shall be required for all plans requiring 15 or more tree units.

2. Calculation of the amount of the *financial guarantee* shall be computed based upon equivalent tree replacement value for all replacement and existing *trees* on the property as determined by a *qualified tree protection professional* using the most recent edition of the Guide for Plant Appraisal published by the International Society of Arboriculture, in collaboration with the Council of Tree and Landscape Appraisers. Fair market value shall be posted. Fair market value includes the value of the *tree(s)*, installation, and maintenance until establishment that would be required to compensate for the *trees* that could be lost.

3. The *financial guarantee* period for maintenance shall be three years, plus an additional 60 days.

4. Release of *Financial Guarantee*.

- a. Upon successful tree replacement and establishment as determined by the written approval of the *City* and consistent with Chapter [21.15](#) KMC, the *financial guarantee* required by this section shall be released.

- b. The *City*, in its discretion, may release a *financial guarantee* under this section when fee simple title is transferred. The *City* may condition the release of the existing *financial guarantee* upon establishment of a new *financial guarantee* by

the new owner in fee simple. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.110 Penalties, enforcement.

A. Civil Penalty. Any violation of any provision of this chapter constitutes a civil violation under Chapter [1.15](#) KMC, and is subject to the enforcement procedures of Chapter [1.20](#) KMC; provided, however, that an individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, who removes any *tree* in violation of this chapter shall be assessed the following civil penalty:

An individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, removing a *tree* in violation of this chapter shall be assessed a monetary penalty of up to \$2,000 per inch in *diameter at breast height* (d.b.h.) of the *tree* removed. For example, the monetary penalty for a 20-inch d.b.h. *tree* removed results in a maximum penalty of \$40,000. In no case shall the penalty be reduced to an amount less than \$500.00 for each violation found committed. The extent of the penalty shall be determined by the *city manager* in consideration of reasonable factors. Monetary penalties shall increase with each violation. The *city manager* is authorized to adopt policies setting forth the reasonable factors for consideration under this subsection. **This section shall not apply to the removal of exceptional trees, which penalties are set forth in KMC 18.57.063.**

B. Criminal Penalty. In addition to or as an alternative to incurring civil liability under this section, an individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, who violates any provisions of this chapter shall be guilty of a misdemeanor and subject to the criminal penalties set forth in Chapter [1.15](#) KMC, and shall be subject to the procedures of the *City's* criminal code, KMC Title [9](#).

C. Separate Offense. Every individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, violating any provision of this chapter is guilty of a separate offense for each and every day during any portion of which the violation is committed, continued or permitted by any such individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

EXHIBIT C TO ORD. 23-0593**I. Section 19.25.020 of the Kenmore Municipal Code is amended to read as follows:****19.25.020 Classifications of land use decision processes.**

A. Land use decisions are classified into five types, based on the amount of discretion associated with each decision. Procedures for the five different types are distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made and whether administrative appeals are provided. The types of land use decisions are listed in Exhibit A of this section.

1. Type 1 decisions are made by the *city manager*. Type 1 decisions are nonappealable administrative decisions that require the exercise of little or no administrative discretion. Public notice is not required for Type 1 decisions.
2. Type 2 decisions are made by the *city manager*. Type 2 decisions are discretionary decisions that are subject to administrative appeal.
3. Type 3 decisions are quasi-judicial decisions made by the *hearing examiner* following an open record hearing. Type 3 decisions may be appealed directly to King County superior court, pursuant to Chapter [36.70C](#) RCW, the Land Use Petition Act, based on the record established by the *hearing examiner*.
4. Type 4 decisions are quasi-judicial decisions made by the city council based on the record established by the *hearing examiner*.
5. Type 5 decisions are legislative decisions made by the city council.

B. Except as provided in KMC [16.75.060](#) and [19.35.160](#) or unless otherwise agreed to by the *applicant*, all Type 2, 3 and 4 decisions included in consolidated permit applications that would require more than one type of land use decision process may be processed and decided together, including any administrative appeals, using the highest-numbered land use decision type applicable to the project application. KMC [16.75.060](#) sets out the combined hearing authority for shoreline exemptions, shoreline substantial development permits, shoreline variances, and shoreline conditional use permits.

C. Certain development proposals are subject to additional procedural requirements beyond the standard procedures established in this chapter.

D. Land use permits that are categorically exempt from review under SEPA do not require a threshold determination (determination of nonsignificance (DNS) or determination of significance (DS)). For all other projects, the SEPA review procedures in Chapter [19.35](#) KMC are supplemental to the procedures in this chapter.

Exhibit A

LAND USE DECISION TYPES

TYPE 1 ²	Decision by <i>city manager</i> ; no administrative appeal	Building; demolition; moving; engineering; clearing and grading; sign; change of use and/or classification under KMC Title 15 ; accessory dwelling unit; home occupation; boundary line adjustment; right-of-way; street standards variance; adjustment under Chapter 13.35 KMC; shoreline exemption; temporary use; binding site plan; preliminary subdivision or short subdivision revision if not a substantial change; short plat alteration if not a substantial change; affordable housing project as described in KMC 18.77.060 (A).
TYPE 2	Decision by <i>city manager</i> ; appealable to <i>hearing examiner</i> ; no further administrative appeal ^{1, 5}	Home industry; short subdivision; preliminary short subdivision revision; short plat alteration; zoning variance; conditional use permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit; site plan review for uses allowed by zone; wireless communication facility minor adjustment under Chapter 18.60 KMC; approval of residential density incentives under KMC 18.80.060 (A)(2) or transfer of development credits under KMC 18.80.090 (A); reuse of public schools; reasonable use exceptions under KMC 18.55.180 ; public agency and utility exceptions under KMC 18.55.160 ; other critical areas exceptions, variances and decisions to require studies or to approve, condition or deny a development proposal based on Chapter 18.55 KMC; <u>variances to exceptional tree regulations as set forth in KMC 18.57.063.</u>

TYPE 3	Recommendation by <i>city manager</i> ; hearing and decision by <i>hearing examiner</i> ; appealable directly to King County superior court, pursuant to Chapter 36.70C RCW, the Land Use Petition Act, on the record	Preliminary subdivision; plat alteration; preliminary subdivision revision; special use; wireless communication facility major adjustment under Chapter 18.60 KMC.
TYPE 4	Recommendation by <i>city manager</i> ; hearing and recommendation by <i>hearing examiner</i> ; decision by city council on the record	Zone <i>reclassification</i> not related to a <i>site-specific comprehensive plan land use map amendment</i> ³ ; shoreline environment redesignation; plat vacation; short plat vacation; site plan review for uses not allowed by zone pursuant to Chapter 18.105 KMC; master plans other than those required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment.
TYPE 5	Hearing and recommendation by planning commission or other city council-appointed advisory body ⁴ ; decision by city council on the record. Appealable to Growth Management Hearings Board pursuant to Chapter 36.70A RCW	<i>Comprehensive plan</i> amendment; <i>development regulation</i> amendment; zoning map amendment related to a <i>site-specific comprehensive plan land use map amendment</i> ; master plans required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment pursuant to Chapter 18.120 KMC.

¹ All shoreline permits, including shoreline variances and conditional uses, are appealable to the State Shorelines Hearings Board and not to the *hearing examiner*.

² Type 1 land use decisions that are not categorically exempt from environmental review under Chapter [43.21C](#) RCW (State Environmental Policy Act) shall provide a notice of application per KMC [19.25.060](#) and a notice of decision per KMC [19.25.090](#). The notice of decision may be a copy of the permit.

³ Approvals that are consistent with the *comprehensive plan* may be considered by the city council at any time. Zone *reclassifications* that are not consistent with the *comprehensive plan* land use map require a *site-specific comprehensive plan land use map amendment* and the city council's hearing, and consideration shall be considered a Type 5 land use decision and scheduled with the amendment to the *comprehensive plan* under Chapter [19.20](#) KMC.

⁴ If the proposal is being considered as part of the annual *docket* work program as described in Chapter [19.20](#) KMC. If the proposal is not part of the annual *docket*, the city council conducts the public participation process and makes the decision on the record.

⁵ Decisions on shoreline variance and shoreline conditional use permits require approval by the Department of Ecology.

[Ord. 21-0521 § 3 (Exh. B); Ord. 19-0481 § 2 (Exh. A); Ord. 16-0426 § 8 (Att. F); Ord. 12-0334 § 18; Ord. 11-0329 § 3 (Exh. 1).]

Ordinance No. 23-0593, Exceptional Tree

Final Audit Report

2023-10-20

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By:	Michelle Kang (mkang@kenmorewa.gov)
Status:	Signed
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**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 24-0611**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTERS 18.57 OF THE KENMORE MUNICIPAL
CODE TO AMEND EXCEPTIONAL TREE REGULATIONS AND
PROCEDURES WITHIN THE CITY; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Kenmore Comprehensive Plan (“Comprehensive Plan”) Policy LU-2.2.3 states that Kenmore’s regulation of land use should: a) protect public health, safety, and general welfare; b) protect environmentally sensitive areas, including wetlands, groundwater, streams, Lake Washington, the Sammamish River, and Puget Sound; and c) support tree preservation, whenever possible; and

WHEREAS, Comprehensive Plan Policy LU-1.5.2 identifies that development regulations should provide and address, among other things, tree retention standards; and

WHEREAS, the Comprehensive Plan Housing Element plans for a range of densities and housing types for all needs and incomes, through preserving, improving, and expanding housing stock; and

WHEREAS, the City aims to balance housing needs while honoring its commitment to exceptional trees and environmental stewardship; and

WHEREAS, the City Council has considered tree protection regulations at its April 19, 2021, May 26, 2021, September 20, 2021, December 6, 2021, March 21, 2022, May 16, 2022, July 18, 2022, and October 24, 2022, September 25, 2023, October 9, 2023, April 8, 2024, meetings; and

WHEREAS, ordinance no. 23-0593 was adopted by City Council on 10/16/2023, with an effective date of 10/25/2023, to establish an exceptional tree program; and

WHEREAS, the members of the public have voiced concerns about potential unintended consequences of ordinance no. 23-0593, specifically as it may negatively impact housing; and

WHEREAS, at the April 8, 2024 study session, City Council directed staff to amend the exceptional tree code to allow removal of exceptional trees when necessary for the construction of new dwelling units; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police powers and is specifically authorized by RCW 35A.63.100, RCW 36.70A.040, and the Washington Constitution, Article XI, Section 11; and

WHEREAS the Proposed Amendments support Council priorities to increase and preserve the options for affordable housing; and

WHEREAS, the City sent notice of the Proposed Amendments to the Washington State Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, on June 17, 2024, the City's Responsible Official issued a Revised Determination of Non-Significance pursuant to the State Environmental Policy Act in relation to the Proposed Amendments; and

WHEREAS, the City Council held a public hearing on July 22, 2024 and considered the comments and record relating to the Proposed Amendments; and

WHEREAS, the City Council desires to adopt the Proposed Amendments and finds that such amendments are consistent with the 2023-2024 Council Priorities, the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City Council has been guided by the goals of the Growth Management Act (RCW 36.70A.020) when considering adoption of the Proposed Amendments; and

WHEREAS, the City Council intends the amendments to remedy and cure unintended consequences and as such intends the amendment to retroactively apply to permits deemed complete on or after October 25, 2023; and

WHEREAS, the City Council finds that adoption of the Proposed Amendments is in the best interests of the residents of Kenmore and will promote the public health, safety, and welfare of the City;

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 18.57 of the Kenmore Municipal Code as set forth in Exhibit A, attached hereto and incorporated by reference as if set forth in full.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
22nd DAY OF JULY 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:

EXHIBIT A TO ORD. 24-0611

18.57.063 Exceptional tree protections.

A. Prohibited Activities. The following activities are prohibited with regard to *exceptional trees*.

1. *Removal*, in whole or in part.
2. Harming, injuring, or damaging the *tree*, including cutting its bark or branches with a knife, axe, hatchet, saw, or any other similar device or object.
3. Pouring toxic material on the *tree* or on the ground near enough to the *tree* to affect its health.
4. Burning the *tree* or causing a fire near enough to the *tree* to affect its health.
5. Topping.
6. Pruning beyond the standards provided by the Tree Care Industry Association at ANSI300 Part 1.
7. Attaching any sign, poster, notice, or other object to the *tree*, or fastening any guy wire, cable, rope, nails, screws, or other device to the *tree*, with the following exceptions:
 - a. To support young or broken *trees*;
 - b. For residential uses (e.g., treehouses, tire swings, etc.);
 - c. The *City* may tie temporary signs or banners associated with street improvement, parades, seasonal lighting, or other *City* activities.

B. Variance. *Exceptional trees* may be *removed* only as allowed in this section.

1. *Variances* from the *exceptional tree* standards of this chapter may be authorized by the *city manager* in accordance with the approval criteria described in this section. A variance for removal of *exceptional trees* is a Type 2 land use decision, pursuant to KMC [19.25.020](#), except as described in subsection (B)(2)(a)(3) of this section.

a. Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

b. No variance is allowed in order to create additional lots.

b. ~~e.~~ Decision Criteria.

(1) Necessary for Rights or Use – Private *Development Proposals*. Such *variance* is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated properties but which because of the presence of *exceptional tree(s)* is denied to the property in question. For a variance to be granted under this section, the applicant must demonstrate compliance with the reasonable use exception approval criteria established in KMC [18.55.180](#)(A)(1)(a) through (g). The phrase “*exceptional tree*” shall replace the phrase “*critical area*” when utilizing said criteria for a variance under this section;

(2) The granting of such *variance* will not be materially detrimental to the public welfare or injurious to the property or improvement;

(3) The granting of the *variance* is consistent with the general purpose and intent of the City’s comprehensive plan and adopted development regulations.

c. ~~d.~~ *City Manager Review*. The *city manager* shall review the application. The *city manager* shall approve, approve with conditions, or deny the request based on the proposal’s ability to comply with all of the *variance* criteria in this section.

d. ~~e.~~ Burden of Proof. The burden of proof shall be on the *applicant* to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

e. ~~f.~~ Time Limit.

(1) Establishment of any activity authorized pursuant to an *exceptional tree variance* shall occur within four years of the effective date of the decision for such *variance*. This period may be extended for one additional year by the *city manager* if the *applicant* has submitted the applications necessary to authorize the development activity and has provided written justification for the extension.

(2) For the purpose of this subsection, “establishment” shall occur upon the issuance of all local permit(s) needed to begin the development activity; provided, that the improvements authorized by such permits are completed within the time frames of said permits.

f. ~~g.~~ Mitigation Requirements.

- (1) To the extent feasible, *exceptional trees removed* under a *variance* shall be replaced at a ratio of three replacement trees for each *exceptional tree removed* (3:1).
- (2) If on-site replacement is not feasible, off-site replanting on public property with the *City's* written permission.
- (3) Whether planted on-site or off-site, replacement *trees* shall be of a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced at a 1:1 ratio.
- (4) Notwithstanding the foregoing, replacement trees under this chapter are considered *significant trees* pursuant to KMC [18.20.2730](#), regardless of diameter at breast height (d.b.h.).
- (5) Notice on *title*.
 - (a) In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, the owner of any property containing replacement *trees* planted as mitigation for the removal of *exceptional trees* shall file a notice with county records and elections division according to the direction of the *City*. The notice shall state the presence of the replacement *trees* on the property and the date until which they must remain viable, of the application of this chapter to the property, and the fact that limitations on actions affecting the *trees* may exist. The notice shall run with the land.
 - (b) This notice on title shall not be required for:
 - (A) A *development proposal* by a *public agency* or utility;
 - (B) Within a recorded easement or right-of-way;
 - (C) Where the agency or *utility* has been adjudicated the right to an easement or right-of-way; or
 - (D) On the site of a public facility.
 - (c) The applicant shall submit proof that the notice has been filed with the county records and elections division (i.e., copy of document recorded on title).

2. Hazardous Trees.

a. The *removal of hazard exceptional trees* shall comply with the following:

(1) Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

(2) The burden of proving the hazardous nature of the *tree* lies with the property owner. The property owner shall provide the *City* with a report, prepared by an International Society of Arboriculture (ISA) certified arborist with a current Tree Risk Assessment Qualification (TRAQ), documenting that the *tree(s)* has a "high" or "extreme" risk and no other mitigation measure will reduce the risk below "high."

(3) Emergency Tree Removal. Where tree removal is necessary to prevent or correct an immediate threat to public health, safety, property, or welfare is performed in an emergency situation, the permit application, evidence of the threat, and a tree risk rating of "high" or "extreme" prepared by a *qualified tree protection professional* shall be submitted within the next business working day to the *City*. Emergency tree removal, as described here within, is exempt from the Type 2 decision process.

b. Mitigation Requirements.

(1) The *removal of hazardous, dying, or dead exceptional trees* shall be *mitigated* by planting one replacement tree, unless otherwise provided in KMC [18.55.150](#)(E)(2).

(2) Replacement *trees* must be of a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced at a 1:1 ratio.

3. Private Access.

a. Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

b. *Exceptional trees* may be *removed* where necessary to provide for access to *development* sites, provided there are no feasible alternative alignments. Alternative access must be pursued to the maximum extent feasible.

4. Public Facilities.

a. The *City* reserves the right to *remove exceptional trees* where necessary for roads, bridges, *utilities*, and facilities.

b. *Exceptional tree* removal by private utilities require a tree removal permit and right-of-way use permit.

c. *Exceptional trees* removed under this section are subject to the mitigation requirements described in subsections (B)(1)(g)(1) through (4).

5. Housing

a. The *city manager* shall have the discretion to issue a permit to allow removal of *exceptional tree(s)* where such *removal* is necessary for the construction of new dwelling units (e.g., new accessory dwelling unit, short subdivision, etc.) which comply with the underlying zone.

b. Decision criteria.

(1) The granting of the permit is consistent with the general purpose and intent of the City's Housing Element of the comprehensive Plan;

(2) The removal of *Exceptional trees* is necessary in order to construct new dwelling units;

(3) No feasible alternatives exist which retain *exceptional trees* and achieve the permitted density. Alternative layouts which protect *exceptional trees* must be pursued to the maximum extent feasible.

c. Application. The process authorized in subsection B.5 applies to developments with applications deemed complete on or after October 25, 2023.

d. If any provisions of 18.57.063.B conflict with this subsection B.5, then this subsection shall prevail.

C. Modification to Standards to Protect Exceptional Trees.

1. For single-family residential subdivisions and short subdivisions on sites in the R-4 zone that contain *exceptional trees*, the minimum lot size may be reduced to 5,400 square feet with no limitation on the percentage of smaller lots, regardless of KMC [18.21.030](#), Footnote 16. The lot area shall exclude access easements and access panhandles.

2. Unless it would be unreasonable to do so based on the use of neighboring properties, the *city manager* may reduce *setbacks* in residential zones regulated by Chapter [18.21](#) KMC to 10 feet, and *setbacks* in other zones to five feet, in order to maximize the protection of an *exceptional tree* and avoid exceptions or variances.

D. Penalties.

1. Civil Penalty. The penalty for *removal* of an *exceptional tree* or any other activity prohibited under subsection A of this section shall be a civil penalty of up to \$2,500 per inch in d.b.h. of the *tree removed* with a maximum fine of \$150,000. In no case shall the penalty be reduced to less than \$10,000 total. For example, the monetary penalty for a 30-inch d.b.h. Douglas fir *removed* results in a maximum penalty of \$75,000. If the violation is found to have been willful or malicious, as determined by the *city manager*, the amount of the penalty may be doubled as punitive damages and the violator may be subject to criminal penalties under KMC [18.57.110](#)(B).

2. In addition, any person found to be in violation of this section shall plant three replacement *trees* for each *exceptional tree* removed. Replacement *trees* shall be a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced by the offender at a 1:1 ratio. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, a notice will be filed on the title by the same procedure outlined under subsection (B)(1)(g)(4) of this section. [Ord. 23-0593 § 4 (Exh. B).]

TREE CODE AMENDMENTS

For discussion



BRIEF HISTORY

1998 to present

1998: King County code

2004: Kenmore tree code

2009: Tree density increased

2015: Tree windthrow

2019: 3:1 replacement in critical areas

2021: Tier 1 amendments

2023: Exceptional tree program

FUTURE AMENDMENTS

2024 & 2025

1

Ordinance 24-06 I I

- As proposed on 7/22/24

2

Increase DBH

3

Net majority of density

4

ADUs

5

Flexible Zoning Standards

- Smaller lot sizes
- Reduced setbacks
- Smaller roadways
- No CUP required for townhomes
- Increased building height

Any combination

STAFF RECOMMENDATION

Minor & easily administered
amendments that address the issue

- Increase the DBH to focus on large trees
- Allow townhomes in the R-4 and R-6 zones without a Conditional Use Permit, if for the purpose of saving exceptional trees
- Allow a variance process for exceptional tree removal when necessary for new dwelling units (Ordinance 24-0611)



COUNCIL DIRECTION

City Council discussion & direction

NEXT STEPS

(see you soon)





City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: 1st Quarter 2024 Financial Report Presentation Proposed Council Action/Motion: Receive & File: 1st Quarter 2024 Financial Reports for the City of Kenmore	For Council Meeting Agenda of: September 9, 2024 Department: Finance & Administration Prepared by: Melinda Merrell, Finance Director <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">____ MM</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">____ N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">____ MM</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">____ RK</td></tr> </table> Exhibits/Attachments: 1st Quarter 2024 Financial Report for the City of Kenmore		<u>Initial & Date</u>	Approved by Department Head:	____ MM	Approved by City Attorney:	____ N/A	Approved by Finance Director:	____ MM	Approved by City Manager:	____ RK
	<u>Initial & Date</u>										
Approved by Department Head:	____ MM										
Approved by City Attorney:	____ N/A										
Approved by Finance Director:	____ MM										
Approved by City Manager:	____ RK										
Summary: The 1st Quarter 2024 Financial Reports are presented for Council review. It provides a look into the first fifteen (15) months of the biennium.											
Information/Background: This report provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2023-2024 adopted biennial budget. The budget was adopted on November 21, 2022.											
Fiscal Consideration: The end of March 31, 2024 is the fifteenth (15th) month of the 2023-2024 biennium budget period with 62.5% of the biennium budget elapsed. <u>General Fund:</u> As of March 31, 2024, the biennium to date revenues exceeded expenditures by \$5,655,402. Revenues were \$20.2 million while expenditures were \$14.5 million. Revenues (61.3%) for the biennium are slightly below the target of 62.5% for the biennium while expenditures (44.4%) came in at 18.1% below. Expenses are running low for the biennium due to the use of ARPA funds in 2023 to cover our police costs in the amount of \$4.6 million. Including the police costs puts expenses at 58.5% for the biennium. Property taxes, the major revenue source for the City, are cyclical with due dates in April and October each year. \$297,654 was received in the 1st Quarter, bringing the total for the biennium to \$6.0 million or											

51.8% of the amount budgeted. Property taxes are expected to bring in \$11.4 million in revenue for the biennium.

Utility taxes and development fees and permits are ahead of the biennial target of 62.5% at 65.5% and 89.5%, respectively.

With current interest rates, our investment interest is ahead of target, coming in at \$69,378 for Q1, 2024 and \$261,888 for the biennium. This is 83.7% of the budgeted biennium amount of \$300,000.

Annual payment of the AWC dues (\$20K) in the first quarter caused an uptick in City Council expenses. Legal fees have been running higher than expected for the biennium. Housing and Human Services expenses are running higher than expected as \$62K has been spent on Human Services Contributions in Q1, 2024, but was originally budgeted in the City Clerk's budget.

General Fund ending fund balance as of March 31, 2024, was \$9.2 million.

City Council Priority or Budget Objective Being Addressed:

The [2025-2026 City Council Priorities](#) Preamble lists the City's top priority as fulfilling its core mission, including safeguarding the City's finances.



City of Kenmore, Washington

Memorandum

Date: August 29, 2024

To: Rob Karlinsey, City Manager

From: Melinda Merrell, Finance Director

Regarding: 1st Quarter 2024 Financial Reports for the City of Kenmore, Washington

1st Quarter 2024 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

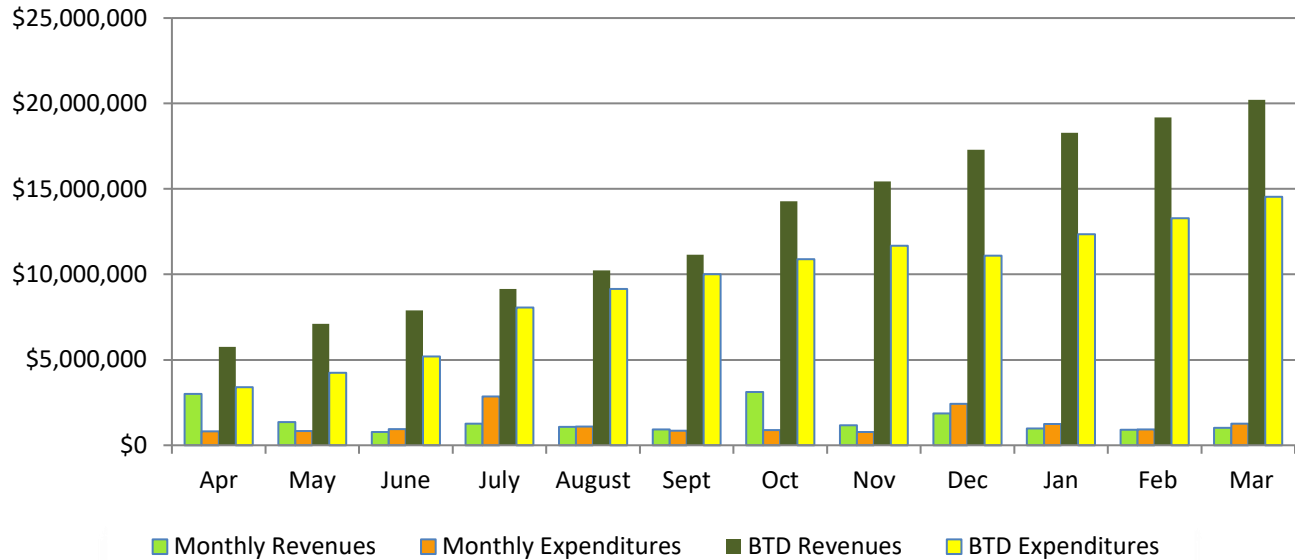
- General Fund Summary
- Street Fund Summary
- Other Funds Monthly Activity
- Investment Schedule and Portfolio Analysis
- Retail Sales and Use Tax Distribution

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

GENERAL FUND

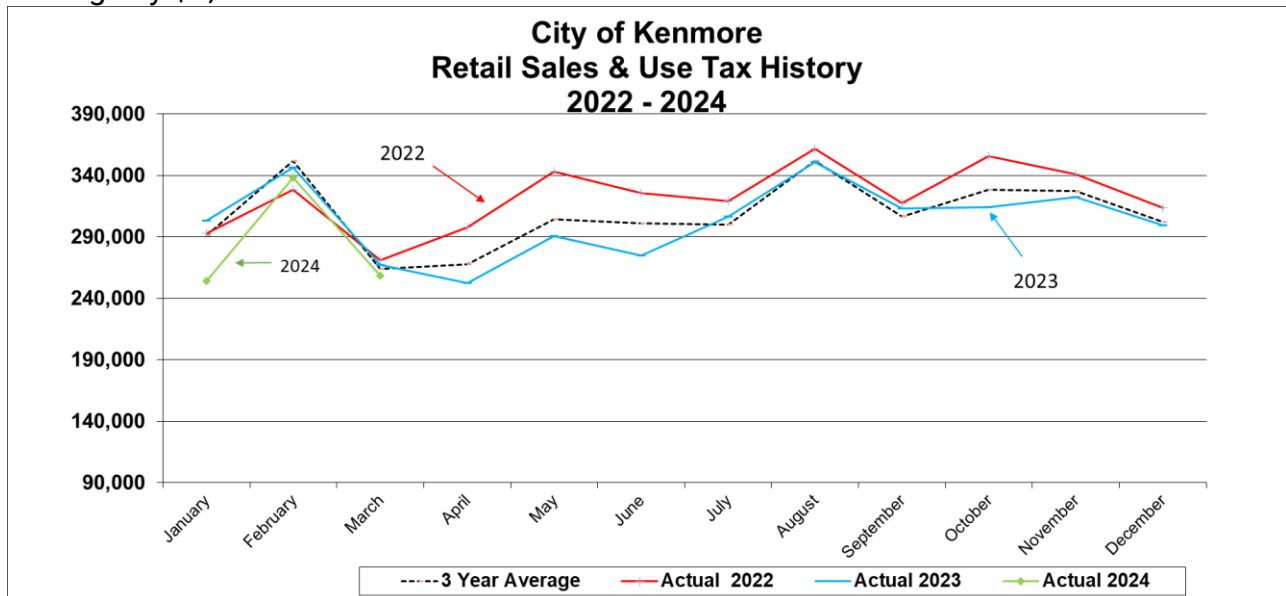
The first section of the quarterly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, the 1st Quarter of 2024 is the thirteenth through the fifteenth month of the 2023-2024 biennial budget period. For Q1, 2024, expenditures exceeded revenues in the General Fund by \$543,112. Biennium to date, revenues exceed expenditures by \$5,655,402. This is due to the use of ARPA funds in 2023 to cover our police costs in the amount of \$4.6 million. In addition, development fees and permits revenues are running higher than anticipated as well as higher investment interest than expected.

The following chart illustrates the monthly revenue and expenditure activity in the General Fund through March 2024.



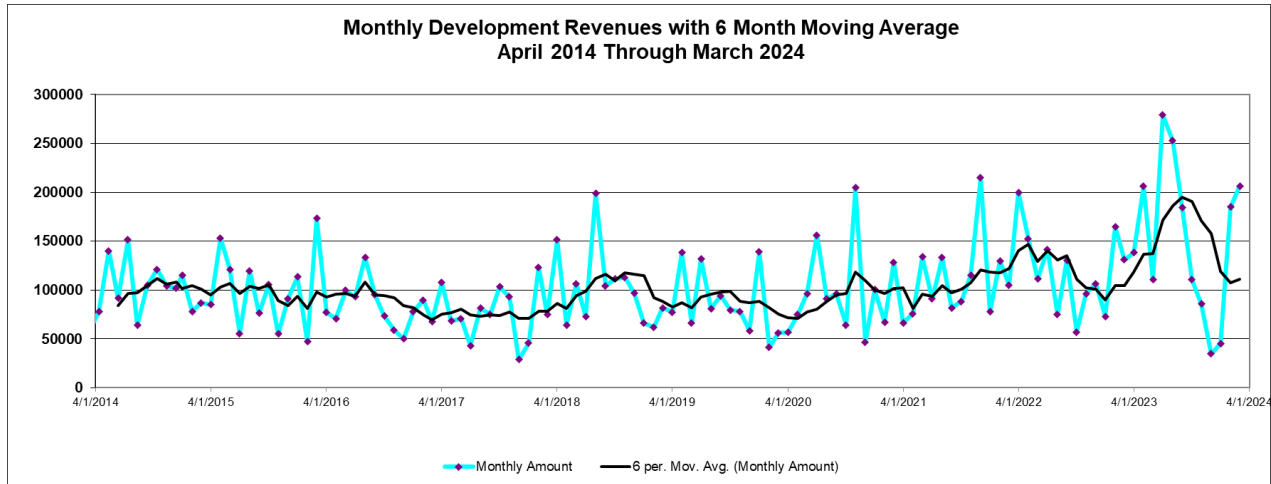
Total **revenues** for the quarter were **\$2,905,803**. Biennium to date revenues were \$20,204,890 which is 61.3% of the amended budgeted revenues of \$32,967,258. Primary sources of revenue for the quarter included \$297,654 in property taxes, \$436,638 in development fees & permits, \$892,519 in retail sales and use taxes, \$307,012 in franchise fees, and \$710,736 in utility taxes.

A summary of sales tax revenues received in **March** is attached. These receipts are based on **January** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last few years. The black dotted 3 Year Average line is a monthly average of actual receipts during 2021, 2022, and 2023. The green line represents 2024 actual receipts by month, which as of March are \$8,590 below 2023 and below the 3 Year Average by \$5,346.



The following chart illustrates the Development Revenue activity over the last 10 years.

18120 68th Ave NE, Kenmore, WA 98028



1st Quarter 2024 expenditures were **\$3,448,915**. Biennium to date expenditures were \$14,549,489 which is 44.4% of the amended biennial budget expenditures of \$32,736,301. Human Resources is running lower than budgeted as the HR Director position was vacant as of June 2023 and will not be filled. The savings from this was rolled toward the Deputy Clerk position. Annual payment of the AWC dues (\$20K) in the first quarter caused an uptick in City Council expenses. Legal fees have been running higher than expected. As noted previously, \$4.6 million of ARPA funds were used to cover most of our Public Safety costs in 2023. Environmental Services expenses are lower than anticipated as no expenses have been incurred for Grant Matches or Strategic Partnerships thus far. Housing and Human Services expenses are running higher than expected as \$62K has been spent on Human Services Contributions but was originally budgeted in the City Clerk's budget.

City cash, \$19,070,825, and investments, \$9,478,077, at the end of 1st Quarter 2024, totaled \$28,548,902.

OTHER FUNDS

Total non-General Fund revenues for the quarter were \$3,435,289 and total non-General Fund expenditures were \$2,009,564.

In the **Street Fund**, expenses are outpacing revenues year to date as 2024 transfers from the General Fund and Transportation Benefit District have not yet been recorded. Thus, revenues are lower than expected at 41% for the biennium vs the 63% target.

In the 1st Quarter, the **Transportation Capital Fund** had expenditures in the amount of \$295,533 on pedestrian safety projects & street maintenance. The fund received \$9,649 in grant reimbursements during the quarter.

The **Real Estate Excise Tax Fund** received \$225,082 of real estate excise taxes (REET) in 1st Quarter 2024. Sixty-four (64) transactions were reported.

The **Park Impact Fee Fund** received \$251,459 in revenue during the quarter.

In the 1st Quarter, there were revenues of \$619,145 for the **Transportation Impact Fee Fund**.

In the 1st Quarter, the **Walkways & Waterways Debt Service Fund** collected \$54,438 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of \$1,109,808.

The **KAPE Fund** received \$223,005 in photo enforcement infraction revenue during the quarter which was offset by \$47,655 in expenses.

The **Transportation Benefit District Fund** received \$165,782 in vehicle license fees during the quarter.

SUMMARY

This concludes the financial report for the City of Kenmore as of the **1st Quarter 2024**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore
General Fund Summary Report
March 31, 2024

	CURRENT PERIOD 2023-2024				PREVIOUS PERIOD 2021-2022				
	1st Quarter 2024	BIENNIUM TO DATE 2023-2024	% of BUDGET	AMENDED BIENNIUM BUDGET 2023-2024	1st Quarter 2021	1st Quarter 2022	BIENNIUM TO DATE 2021-2022	% of BUDGET	AMENDED BIENNIUM BUDGET 2021-2022
REVENUES									
Beginning Fund Balance		3,533,762		3,533,762			2,748,005		2,748,005
Property Taxes	297,654	5,955,929	51.8%	11,493,841	358,120	313,060	5,661,041	52.1%	10,865,654
Sales and Use Taxes	892,519	4,533,492	62.7%	7,231,794	910,595	892,740	4,469,845	66.2%	6,754,280
Utility Taxes	710,736	2,880,421	65.5%	4,400,745	322,764	423,268	1,356,929	56.6%	2,399,290
Other Taxes	87,288	214,156	52.7%	406,161	20,456	28,541	131,656	72.3%	182,200
Development Fees & Permits	436,638	2,199,950	89.5%	2,458,416	296,069	312,650	1,609,952	93.6%	1,720,003
Franchise Fees	307,012	1,186,730	65.7%	1,807,003	240,707	240,051	1,088,169	62.3%	1,746,569
Intergovernmental and Grants	89,767	1,633,762	53.6%	3,046,996	318,216	369,625	1,803,507	62.1%	2,902,594
Investment Interest	69,378	261,888	87.3%	300,000	76,003	1,666	27,996	42.4%	66,000
Fees and Forfeitures	0	0	0.0%	0		0		0.0%	0
Transfers and Other Revenues	14,811	1,338,563	73.5%	1,822,302	24,434	13,052	3,269,593	62.8%	5,203,180
Total Revenues	2,905,803	20,204,890	61.3%	32,967,258	2,567,363	2,594,654	19,418,687	61.0%	31,839,770

XV. C. 1st Quarter 2024 Financial Report

City of Kenmore
General Fund Summary Report
March 31, 2024

	CURRENT PERIOD 2023-2024				PREVIOUS PERIOD 2021-2022				
	1st Quarter	BIENNIUM	% of	AMENDED	1st Quarter	1st Quarter	BIENNIUM	% of	AMENDED
	2024	TO DATE	BUDGET	BIENNIUM	2021	2022	TO DATE	BUDGET	BIENNIUM
		2023-2024		BUDGET			2021-2022		BUDGET
				2023-2024					2021-2022
EXPENDITURES									
Post Center									
City Council	71,999	313,709	77.5%	405,013	58,526	71,189	212,391	63.8%	332,711
City Manager	458,832	2,529,561	69.5%	3,640,924	305,038	365,617	1,771,082	56.7%	3,121,846
City Clerk	150,935	589,396	60.2%	978,750	43,264	93,035	549,682	58.7%	937,052
Finance	847,105	2,151,201	68.5%	3,141,637	467,718	510,236	1,520,314	68.7%	2,212,820
Human Resources	18,251	152,919	30.0%	510,304	0	37,722	159,020	49.8%	319,432
Legal	108,788	520,813	74.4%	700,000	82,657	132,200	569,513	100.8%	565,000
Interfund Transfers/Non Department	0	428,000	30.4%	1,407,093	0	0	2,303,405	33.7%	6,830,617
Public Safety *	75,506	524,255	5.3%	9,956,950	47,733	365,113	4,081,911	44.6%	9,152,371
Special Projects	130,797	130,797	0.0%	0	0	0	0	0.0%	0
Engineering	223,604	1,133,638	65.0%	1,745,035	143,101	183,167	884,917	52.4%	1,689,574
Environmental Services	47,081	266,919	46.6%	572,820	0	0	0	0.0%	0
Housing & Human Services	133,978	453,602	82.4%	550,700	0	0	0	0.0%	0
Community Development	178,878	1,086,476	53.3%	2,038,723	178,637	186,993	1,056,562	62.3%	1,695,828
Developmental Services	469,780	1,994,686	59.2%	3,371,076	333,970	342,087	1,639,535	57.6%	2,845,428
Parks & Facility Maintenance	533,382	2,273,517	61.2%	3,717,276	302,828	246,051	1,638,478	61.2%	2,676,904
Total Expenditures	3,448,915	14,549,489	44.4%	32,736,301	1,963,470	2,533,410	16,386,811	50.6%	32,379,582
	(543,112)	5,655,402		230,957	603,893	61,243	3,031,876		(536,812)
Ending Fund Balance		9,189,164		3,764,719			5,779,881		2,208,193

* The use of ARPA funds in 2023 to cover our police costs in the amount of \$4.6 million

City of Kenmore
Street Fund Summary Report
March 31, 2024

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CURRENT PERIOD 2023 - 2024				
	1st Quarter <u>2024</u>	BIENNIUM TO DATE <u>2023-2024</u>	% of <u>BUDGET</u>	<u>BUDGET</u> <u>2023-2024</u>
REVENUES				
Beginning Fund Balance		2,270,562		2,270,562
Fuel Tax	93,069	511,755	55.8%	917,905
Investment Interest	12,582	75,305	376.5%	20,000
Miscellaneous	132	9,339	155.7%	6,000
ROW Permit Fees/Inspections	23,540	249,593	102.5%	243,612
Multimodal Transportation	7,766	39,046	61.1%	63,948
MVA Transpo City	6,795	34,165	84.1%	40,602
Transfer from General Fund	0	400,000	21.5%	1,858,313
Transfer from TBD	0	450,000	38.1%	1,180,000
Total Revenues	143,884	1,769,203	40.9%	4,330,380

CURRENT PERIOD 2023 - 2024				
	1st Quarter <u>2024</u>	BIENNIUM TO DATE <u>2023-2024</u>	% of <u>BUDGET</u>	<u>BUDGET</u> <u>2023-2024</u>
EXPENDITURES				
Salary and Benefits	175,700	925,161	55.2%	1,675,300
Maintenance & Operations	241,895	1,020,455	51.1%	1,998,800
Capital	0	21,400	38.9%	55,000
Transfer to PW Shop Fund	0	52,000	95.1%	54,682
Total Expenditures	417,594	2,019,017	53.4%	3,783,782
Expenditures (over) under Revenues	(273,710)	(249,814)		546,598
Ending Fund Balance		2,020,748		2,817,160

City of Kenmore
Other Funds Monthly Activity

March 31, 2024

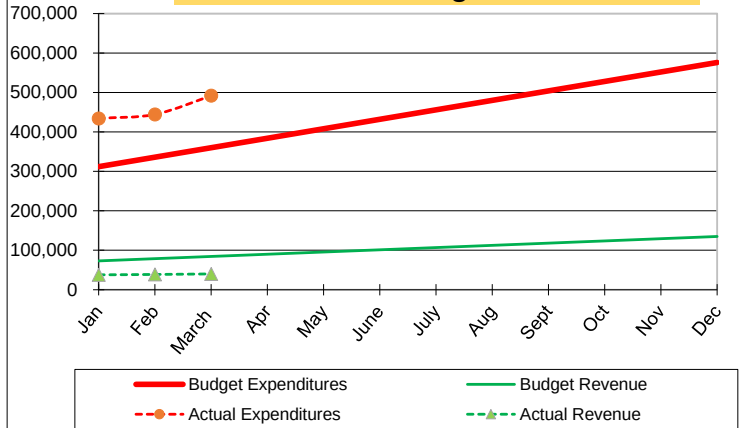
STRATEGIC OPPORTUNITIES FUND

	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	312,000	434,303	73,138	37,821
Feb	336,000	444,494	78,764	38,774
March	360,000	491,833	84,389	40,109
Apr	384,000		90,015	
May	408,000		95,641	
June	432,000		101,267	
July	456,000		106,892	
Aug	480,000		112,518	
Sept	504,000		118,144	
Oct	528,000		123,769	
Nov	552,000		129,393	
Dec	576,000		135,018	
2023-24	576,000		135,018	

Total Actual to Date vs Total Budget 137% 48%

The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves.

STRATEGIC OPPORTUNITIES FUND
Actual v. Budget Results



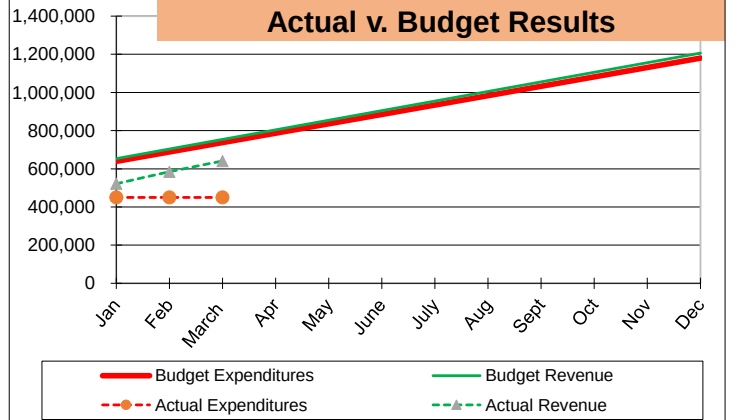
TRANSPORTATION BENEFIT DISTRICT FUND

	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	639,171	450,000	653,419	521,481
Feb	688,337	450,000	703,681	584,622
March	737,504	450,000	753,944	640,848
Apr	786,671		804,207	
May	835,837		854,470	
June	885,004		904,732	
July	934,171		954,995	
Aug	983,337		1,005,258	
Sept	1,032,503		1,055,519	
Oct	1,081,669		1,105,781	
Nov	1,130,834		1,156,043	
Dec	1,180,000		1,206,305	
2023-24	1,180,000		1,206,305	

Total Actual to Date vs Total Budget 61% 85%

The Transportation Benefit District fund accounts for the \$40 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The fee was increased from \$20 to \$40 in late 2023. The revenue generated will be used in maintaining the City's transportation system.

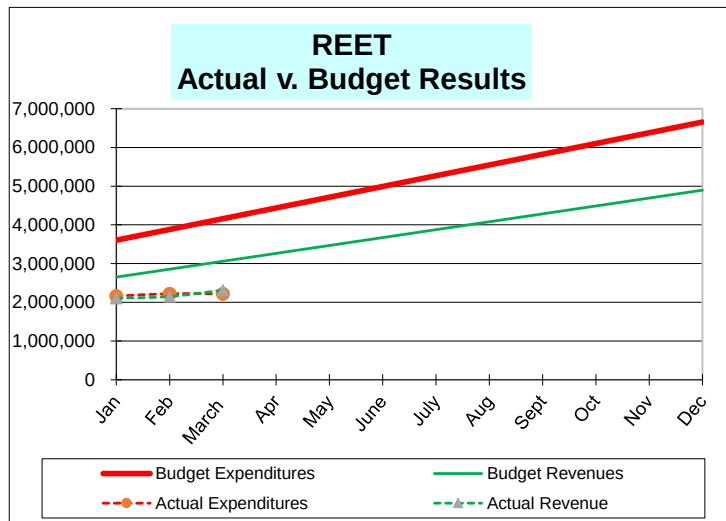
TRANSPORTATION BENEFIT DISTRICT FUND
Actual v. Budget Results



March 31, 2024

REAL ESTATE EXCISE TAX FUND

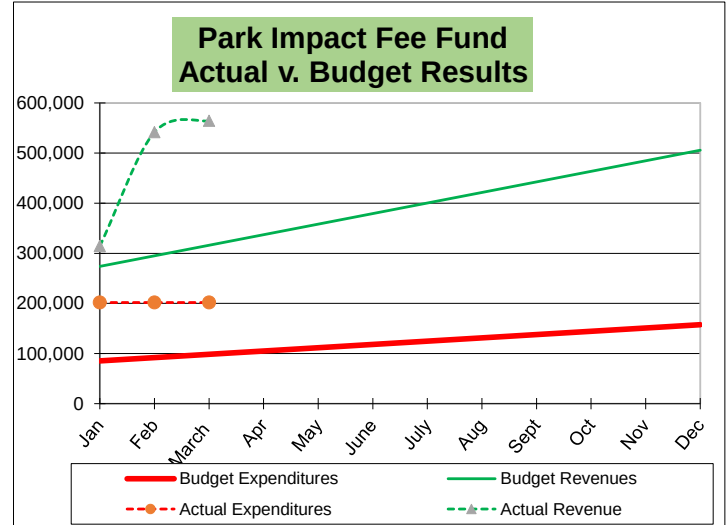
	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	3,604,900	2,163,622	2,652,091	2,105,710
Feb	3,882,200	2,222,009	2,856,098	2,149,867
March	4,159,500	2,222,009	3,060,105	2,315,946
Apr	4,436,800		3,264,112	
May	4,714,100		3,468,119	
June	4,991,400		3,672,126	
July	5,268,700		3,876,133	
Aug	5,546,000		4,080,140	
Sept	5,823,300		4,284,147	
Oct	6,100,600		4,488,154	
Nov	6,377,900		4,692,161	
Dec	6,655,201		4,896,168	
2023-24	6,655,201		4,896,168	
Total Actual to Date vs Total Budget		53%		76%



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

PARK IMPACT FEE FUND

	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	85,319	201,725	273,910	314,420
Feb	91,881	201,725	294,979	541,436
March	98,444	201,725	316,049	564,168
Apr	105,006		337,118	
May	111,569		358,188	
June	118,131		379,258	
July	124,693		400,327	
Aug	131,254		421,396	
Sept	137,816		442,464	
Oct	144,377		463,533	
Nov	150,939		484,601	
Dec	157,500		505,670	
2023-24	157,500		505,670	
Total Actual to Date vs Total Budget		205%		179%



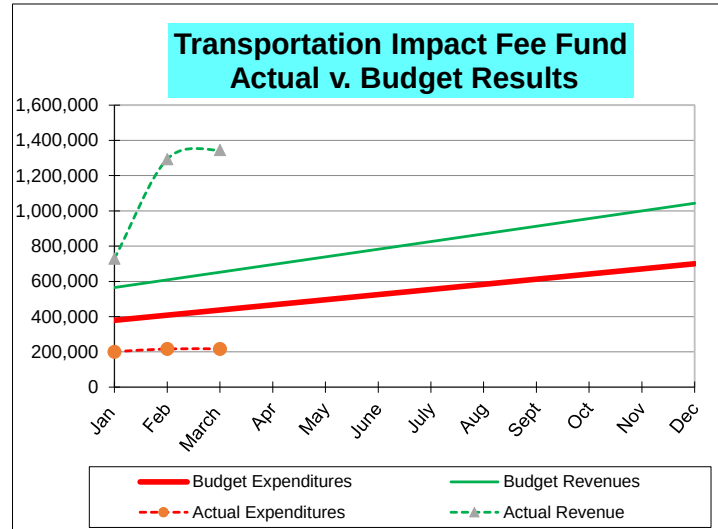
This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

City of Kenmore
Other Funds Monthly Activity

March 31, 2024

TRANSPORTATION IMPACT FEE FUND

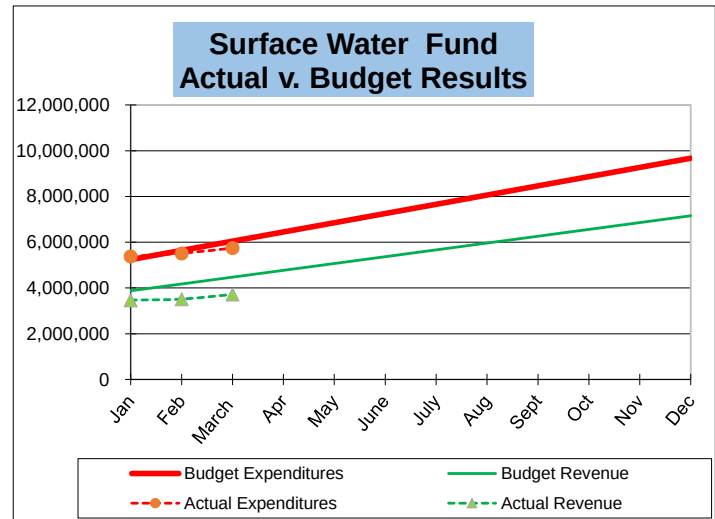
	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	379,171	200,890	565,136	729,482
Feb	408,337	216,856	608,609	1,293,536
March	437,504	216,856	652,081	1,344,992
Apr	466,671		695,553	
May	495,837		739,025	
June	525,004		782,498	
July	554,171		825,970	
Aug	583,337		869,442	
Sept	612,503		912,914	
Oct	641,669		956,388	
Nov	670,834		999,861	
Dec	700,000		1,043,334	
2023-24	700,000		1,043,334	
Total Actual to Date vs Total Budget		50%		206%



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

SURFACE WATER MANAGEMENT FUND

	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	5,238,766	5,384,725	3,875,989	3,468,896
Feb	5,641,747	5,513,372	4,174,141	3,513,940
March	6,044,729	5,746,178	4,472,294	3,717,775
Apr	6,447,710		4,770,447	
May	6,850,692		5,068,600	
June	7,253,673		5,366,752	
July	7,656,654		5,664,905	
Aug	8,059,634		5,963,058	
Sept	8,462,615		6,261,209	
Oct	8,865,595		6,559,361	
Nov	9,268,576		6,857,513	
Dec	9,671,557		7,155,665	
2023-24	9,671,557		7,155,665	
Total Actual to Date vs Total Budget		95%		83%



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

City of Kenmore
Investment Schedule
March 31, 2024

Average Yield to Maturity-Securities								Average Yield	3.52%
Investment #		Type	Purchase Date	Maturity Date	Rate	Yield		Principal or Balance	Yield Equivalents
Time Value Investments									
	9128286Z8	US TREAS	1/25/2021	6/30/2024	1.75%	0.18%		1,065,261.38	1,917.47
	91282CCX7	US TREAS	7/14/2023	9/15/2024	0.38%	5.00%		1,445,711.91	72,285.60
	91282CDN8	US TREAS	8/7/2023	12/15/2024	1.00%	5.02%		1,493,005.50	74,948.88
	3130AQTTO	FHLB	3/2/2022	2/28/2025	1.55%	1.67%		1,494,768.00	24,962.63
	912828XB1	US TREAS	12/4/2023	5/15/2025	2.13%	4.56%		1,497,687.50	68,294.55
	912828R36	US TREAS	1/17/2024	5/15/2026	1.63%	3.98%		996,479.38	39,659.88
	91282CBS9	US TREAS	3/26/2024	3/31/2028	1.25%	4.20%		1,485,163.35	62,406.56
Total TVI Purchases								9,478,077.02	344,475.56

CD's									
Total CD's								0.00	0.00

TOTAL ALL SECURITIES \$ 9,478,077.02 \$ 344,475.56

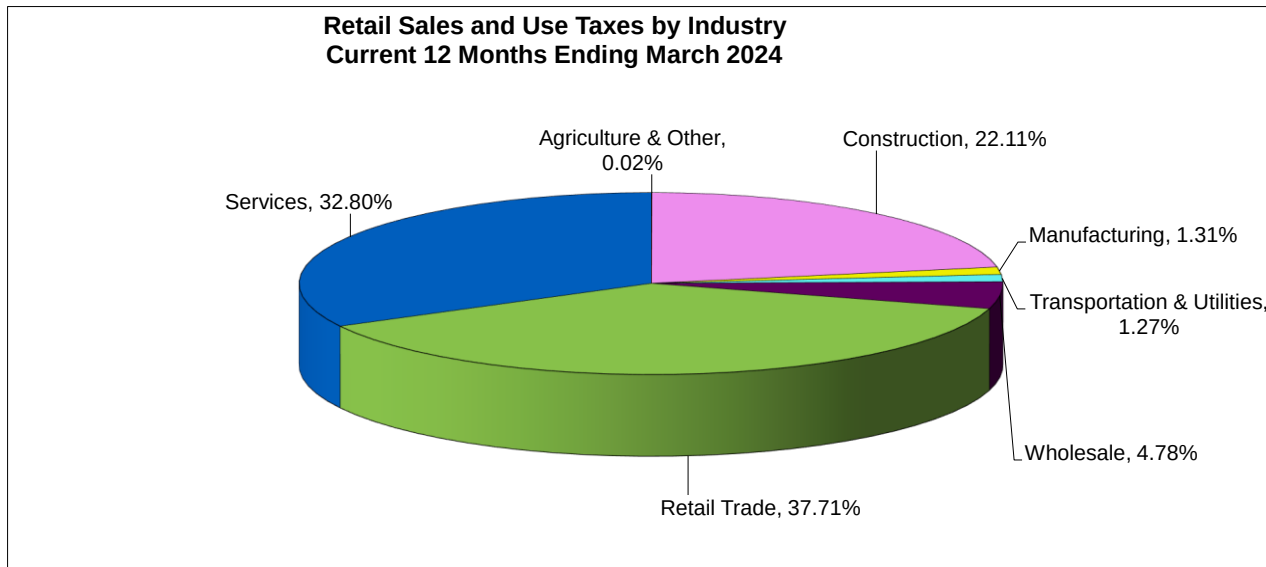
Banner Checking and Savings	0.02%		1,696,915.88	339.38
Pacific Premier Savings	5.45%		3,409,112.91	185,728.47
LGIP - Primary Account	5.41%		7,214,095.20	390,282.55
LGIP - Bond Proceeds Account	5.41%		6,750,701.23	365,212.94
			\$ 19,070,825.22	\$ 941,563.34

Total Accounts \$ 28,548,902.24 1,286,038.90

City of Kenmore
Retail Sales and Use Tax Distribution
March 31, 2024

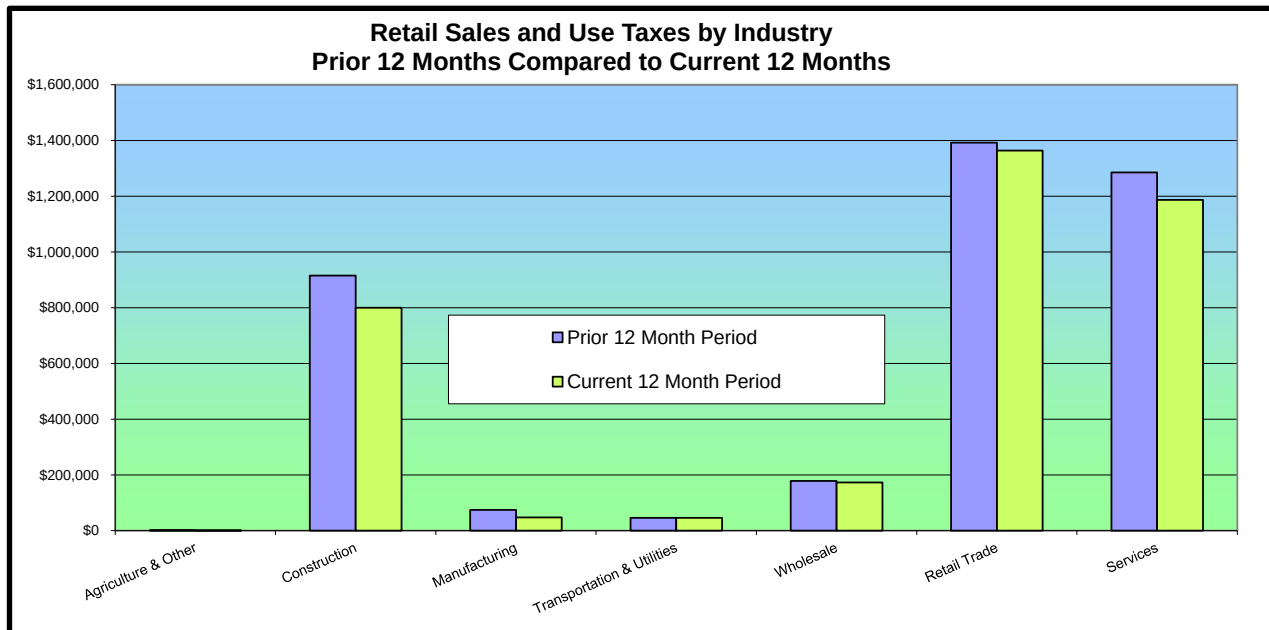
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<u>Industry</u>	<u>Prior 12 Months ending March 2023</u>	<u>Current 12 Months ending March 2024</u>	<u>% Increase/ (Decrease)</u>	<u>% of Total</u>
Agriculture & Other (Landscaping, Animal Hospitals)	\$1,085	\$708	-34.74%	0.02%
Construction	915,438	799,945	-12.62%	22.11%
Manufacturing (Printing, Publishing, Other Manuf.)	73,982	47,347	-36.00%	1.31%
Transp/Comm/Utilities (Telecomm., Air Transport.)	45,869	46,026	0.34%	1.27%
Wholesale (Lumber, Other Wholesale)	178,097	172,979	-2.87%	4.78%
Retail Trade (Eating, Merchandise, Food Stores)	1,391,890	1,363,951	-2.01%	37.71%
Services (Auction, Recreation, Auto Repair, Financial)	<u>1,285,259</u>	<u>1,186,322</u>	-7.70%	32.80%
Totals	<u>\$3,891,620</u>	<u>\$3,617,278</u>	<u>-7.05%</u>	100%
Increase/(Decrease)		<u>(\$274,342)</u>	<u>-7.05%</u>	



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

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



CITY OF KENMORE

Finance

GENERAL & OTHER REVENUE FUNDS

Year To Date as of 6/30/2024
75% of Biennium Elapsed

September 9, 2024



REVENUES– General Fund, 6/30/2024

<u>REVENUES</u>	<u>BTD 6/30/24</u>	<u>23-24 BUDGET</u>	<u>%</u>
Property Taxes	8,778,012	11,493,841	76.4%
Sales and Use Taxes	5,402,407	7,231,794	74.7%
Utility Taxes	3,711,572	4,400,745	84.3%
Other Taxes	234,859	270,010	87.0%
Development Fees & Permits	2,862,997	2,458,416	116.5%
Franchise Fees	1,321,005	1,807,003	73.1%
Intergovernmental and Grants	1,956,838	3,075,004	63.6%
Investment Interest	361,940	300,000	120.6%
Fines and Forfeitures	19,128	0	0.0%
Transfers and Other Revenues	1,360,826	1,930,445	70.5%
Total Revenues	26,009,583	32,967,258	78.9%



EXPENDITURES – General Fund, 9/30/2023

<u>EXPENDITURES</u>	<u>BTD 6/30/24</u>	<u>23-24 BUDGET</u>	<u>%</u>
City Council	354,309	405,013	87.5%
City Manager	2,776,998	3,640,924	76.3%
City Clerk	806,692	978,750	82.4%
Finance	2,407,942	3,141,637	76.6%
Human Resources	175,547	510,304	34.4%
Legal	625,852	700,000	89.4%
Interfund Transfers/Non Departme	428,000	1,407,093	30.4%
Public Safety	2,557,538	9,956,950	25.7%
Special Projects	241,325	0	0.0%
Engineering	1,383,402	1,745,035	79.3%
Environmental Services	321,967	572,820	56.2%
Housing & Human Services	566,667	550,700	102.9%
Community Development	1,291,866	2,038,723	63.4%
Developmental Services	2,399,198	3,371,076	71.2%
Parks & Facility Maintenance	2,825,342	3,717,276	76.0%
Total Expenditures	19,162,646	32,736,301	58.5%



General Fund Reserves

20% Fund Balance Requirement - 2024	\$3.3 million
Actual Fund Balance - 6/30/2024	\$10.4 million

Reserve Policy

City shall maintain reserves of not less than 20% of annual operating expenditures

- To offset revenue shortfalls
- For unanticipated emergencies



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STREET FUND REVENUES, 6/30/2024

<u>REVENUES</u>	<u>BTD 6/30/24</u>	<u>23-24 BUDGET</u>	<u>%</u>
Fuel Tax	609,387	917,905	66.4%
Investment Interest	92,298	20,000	461.5%
Miscellaneous	10,162	6,000	169.4%
ROW Permit Fees/Inspections	289,201	243,612	118.7%
Multimodal Transportation	46,811	63,948	73.2%
MVA Transpo City	40,960	40,602	100.9%
Transfer from General Fund	400,000	1,858,313	21.5%
Transfer from TBD	450,000	1,180,000	38.1%
Total Revenues	1,938,820	4,330,380	44.8%



STREET FUND EXPENDITURES, 6/30/2024

<u>EXPENDITURES</u>	<u>BTD 6/30/24</u>	<u>23-24 BUDGET</u>	<u>%</u>
Salary and Benefits	1,119,240	1,675,300	66.8%
Maintenance & Operations	1,151,715	1,998,800	57.6%
Capital	74,489	55,000	135.4%
Transfer to PW Shop Fund	52,000	54,682	95.1%
Total Expenditures	2,397,444	3,783,782	63.4%
Net Revenues (Expenditures)	(458,624)	546,598	



SURFACE WATER MANAGEMENT

FUND	Biennium to Date 6/30/24	Budget 2023-2024	%
Storm Drain Fees	\$5,576,096	\$7,155,655	78%
Expenses	\$6,186,287	\$9,671,557	64%

- SWM has a cash balance of \$1.2M as of 6/30/2024



IMPACT FEE REVENUE FUNDS

FUND	Biennium to Date 6/30/24	Budget 2023-2024	%	Cash Balance
Park Impact Fees	\$600,288	\$505,670	119%	\$500,000
Transportation Impact Fees	\$1,430,519	\$1,043,334	137%	\$1,600,000



REET / TBD FEE REVENUE FUNDS

FUND	Biennium to Date 6/30/24	Budget 2023-2024	%	Cash Balance
REET Fees Used for Trans, Parks & Facilities Cap	\$2,928,987	\$4,896,168	60%	\$3,700,000
TBD Fees Used for Road Maint	\$828,370	\$1,206,305	69%	\$530,000



SUMMARY

- General Fund revenues are slightly over for the biennium at 78.9%
- General Fund expenditures are below budget at 58.5%
- Interest revenue high at 121% of budget
- Development Fees & Permits revenues is 116.5% of budget
- Real Estate Excise Tax (REET) revenues are lagging at about 80% of target
- All other funds tracking as expected



For comments and questions:

Melinda Merrell
Finance & Administration Director
mmerrell@kenmorewa.gov
425 398 8900 (x6190)





City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: 2nd Quarter 2024 Financial Report Presentation Proposed Council Action/Motion: Receive & File: 2nd Quarter 2024 Financial Reports for the City of Kenmore	For Council Meeting Agenda of: September 9, 2024 Department: Finance & Administration Prepared by: Melinda Merrell, Finance Director <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">____ MM</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">____ N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">____ MM</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">____ RK</td></tr> </table> Exhibits/Attachments: 2nd Quarter 2024 Financial Report for the City of Kenmore		<u>Initial & Date</u>	Approved by Department Head:	____ MM	Approved by City Attorney:	____ N/A	Approved by Finance Director:	____ MM	Approved by City Manager:	____ RK
	<u>Initial & Date</u>										
Approved by Department Head:	____ MM										
Approved by City Attorney:	____ N/A										
Approved by Finance Director:	____ MM										
Approved by City Manager:	____ RK										
Summary: The 2nd Quarter 2024 Financial Reports are presented for Council review. It provides a look into the first eighteen (18) months of the biennium through June 30, 2024.											
Information/Background: This report provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2023-2024 adopted biennial budget. The budget was adopted on November 21, 2022.											
Fiscal Consideration: The end of the June 30, 2024 is the eighteenth (18th) month of the 2023-2024 biennium budget period with 75% of the biennium budget elapsed. <u>General Fund:</u> As of the 2nd Quarter of 2024, the biennium to date revenues exceeded expenditures by \$6,846,938. Revenues were \$26.0 million while expenditures were \$19.2 million. Revenues (78.9%) for the biennium are slightly above the target of 75% for the biennium while expenditures (58.5%) came in at 16.5% below. Expenses are running low for the biennium due to the use of ARPA funds in 2023 to cover our police costs in the amount of \$4.6 million. Including the police costs puts expenses at 63.6% for the biennium. Property taxes, the major revenue source for the City, are cyclical with due dates in April and October each year. \$2,822,083 in property tax revenue was received for the quarter ended June 30, 2024, bringing											

the total for the biennium to \$8.8 million or 76.4% of the amount budgeted. Property taxes are expected to bring in \$11.4 million in revenue for the biennium.

Utility taxes, development fees, and permits are ahead of the biennial target of 75% at 84.3% and 116.5%, respectively.

With current interest rates, our investment interest is ahead of target, coming in at \$100,052 for Q2, 2024 and \$361,940 for the biennium. This is 120% of the budgeted biennium amount of \$300,000.

Annual payment of the AWC dues (\$20K) in the first quarter along with the Council retreat in April caused an uptick in City Council expenses. Legal fees have been running higher than expected for the biennium. Housing and Human Services expenses are running higher than expected as \$100K has been spent on Human Services Contributions but was originally budgeted in the City Clerk's budget.

The General Fund ending fund balance as of June 30, 2024, was \$10.4 million.

City Council Priority or Budget Objective Being Addressed:

The [2025-2026 City Council Priorities](#) Preamble lists the City's top priority as fulfilling its core mission, including safeguarding the City's finances.



City of Kenmore, Washington

Memorandum

Date: August 29, 2024

To: Rob Karlinsey, City Manager

From: Melinda Merrell, Finance Director

Regarding: 2nd Quarter 2024 Financial Reports for the City of Kenmore

2nd Quarter 2024 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

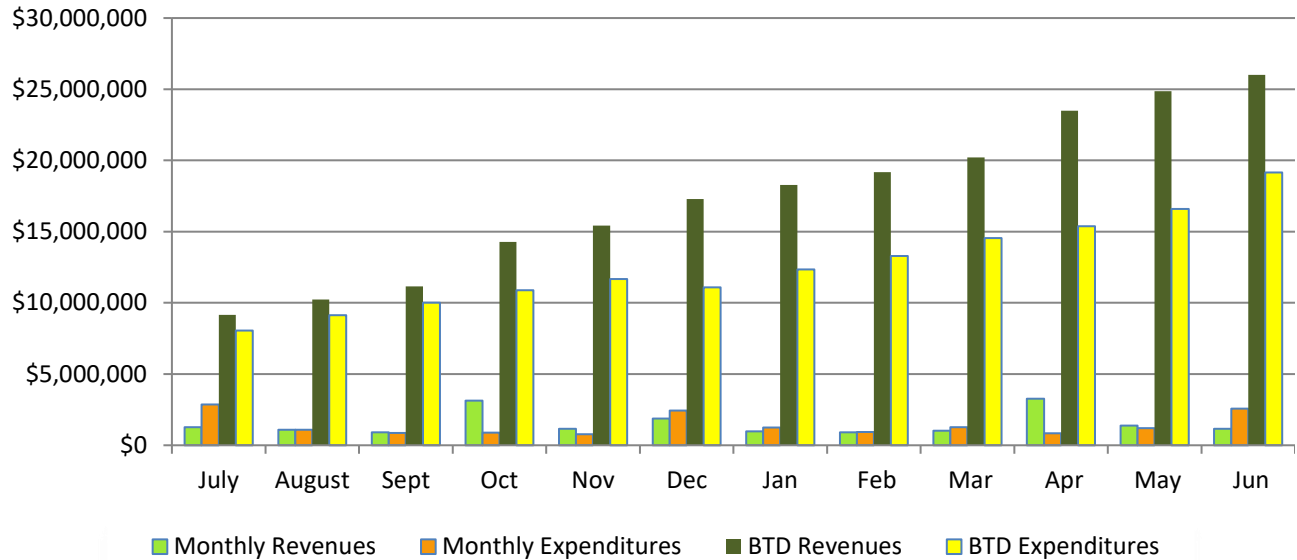
- General Fund Summary
- Street Fund Summary
- Other Funds Monthly Activity
- Investment Schedule and Portfolio Analysis
- Retail Sales and Use Tax Distribution

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

GENERAL FUND

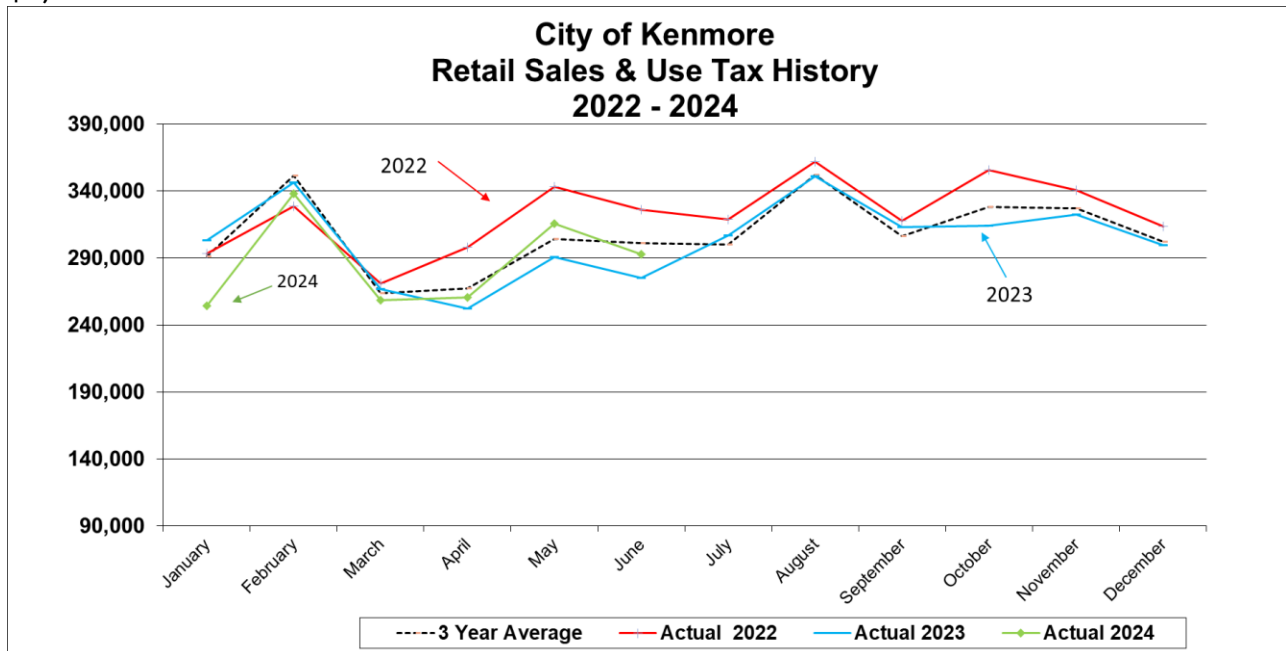
The first section of the quarterly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, the 2nd Quarter is the sixteenth through the eighteenth month of the 2023-2024 biennial budget period. For the quarter ending March 31, 2024, revenues exceed expenditures in the General Fund by \$1,191,535. Biennium to date, revenues exceed expenditures by \$6,846,938. This is due to the use of ARPA funds in 2023 to cover our police costs in the amount of \$4.6 million. In addition, development fees and permits revenues are running higher than anticipated as well as higher investment interest than expected.

The following chart illustrates the monthly revenue and expenditure activity in the General Fund for the twelve (12) month period through June 2024.

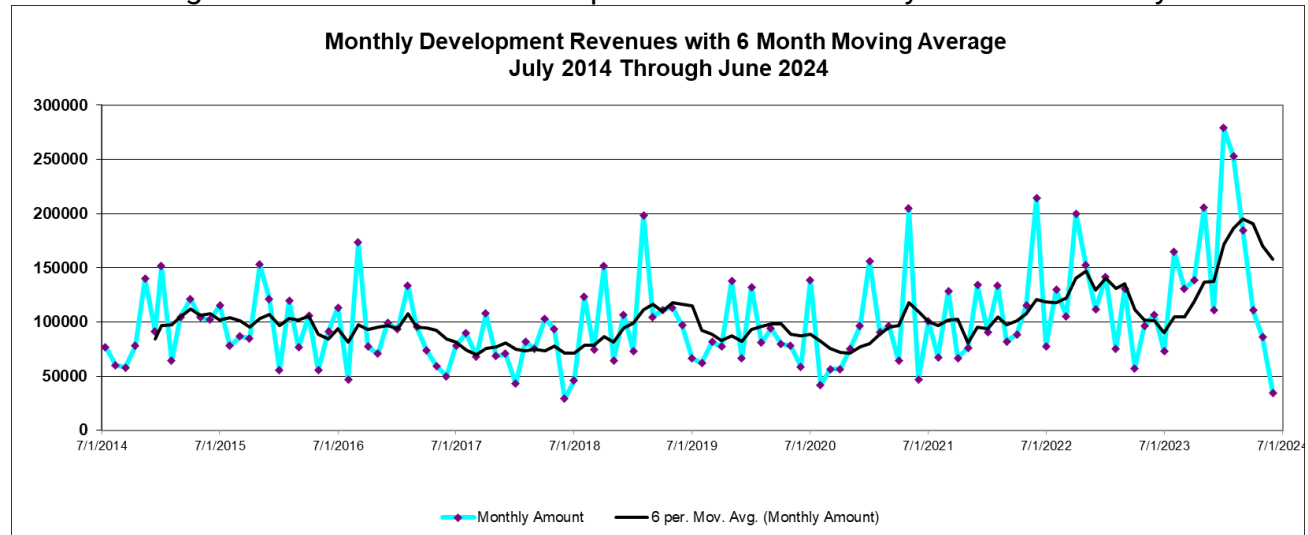


Total **revenues** for Q2, 2024 were **\$5,804,693**. Biennium to date revenues were \$26,009,584 which is 78.9% of the amended budgeted revenues of \$32,967,258. Primary sources of revenue for the quarter included \$2.8 million in property taxes, \$663,047 in development fees & permits, \$868,915 in sales and use taxes, \$295,694 in intergovernmental & grants, and \$831,151 in utility taxes.

A summary of sales tax revenues received in **June** is attached. These receipts are based on **April** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last few years. The black dotted 3 Year Average line is a monthly average of actual receipts during 2021, 2022, and 2023. The green line represents 2024 actual receipts by month, which are \$8,342 above 2023 and below the 3 Year Average by \$7,023.



The following chart illustrates the Development Revenue activity over the last 10 years.



For the quarter ended June 30, 2024, expenditures were \$4,613,157. Biennium to date expenditures were \$19,162,646 which is 58.5% of the amended biennial budget expenditures of \$32,736,301. Human Resources is running lower than budgeted as the HR Director position was vacant as of June 2023 and will not be filled. The savings from this was rolled toward the Deputy Clerk position. Annual payment of the AWC dues (\$20K) in the first quarter along with the Council retreat in April caused an uptick in City Council expenses which will even out over the remainder of the year. Legal fees have been running higher than expected. As noted previously, \$4.6 million of ARPA funds were used to cover most of our Public Safety costs in 2023. As happens every year, a six-month police services contract invoice was received and paid in the month of June. Environmental Services expenses are lower than anticipated as no expenses have been incurred for Grant Matches or Strategic Partnerships thus far. Housing and Human Services expenses are running higher than expected as \$100K has been spent on Human Services Contributions but was originally budgeted in the City Clerk's budget.

City cash, \$27,952,115, and investments, \$8,412,816, at the end of June 30, 2024, totaled \$36,364,931.

OTHER FUNDS

Total non-General Fund revenues for the quarter ended June, 2024, were \$8,387,111 and total non-General Fund expenditures were \$2,153,033.

In the **Street Fund**, expenses are outpacing revenues year to date as transfers from the General Fund and Transportation Benefit District have not yet been recorded. Thus, revenues are lower than expected at 44.8% for the biennium vs the 75% target.

In the 2nd Quarter, the **Transportation Capital Fund** had expenditures in the amount of \$195,135 on pedestrian safety projects & street maintenance. The fund received \$329,451 in grant reimbursements during the quarter.

The **Real Estate Excise Tax Fund** received \$549,950 of real estate excise taxes (REET) in 2nd Quarter 2024. One hundred and four (104) transactions were reported.

The **Park Impact Fee Fund** received \$31,590 in revenues during the quarter.

In the 2nd Quarter, there was \$70,992 in revenues for the **Transportation Impact Fee Fund**.

In the 2nd Quarter, the **Walkways & Waterways Debt Service Fund** collected \$504,553 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of \$1,614,361.

The **KAPE Fund** received \$215,520 in photo enforcement infraction revenue during the quarter which was offset by \$45,800 in expenses.

The **Transportation Benefit District Fund** received \$179,305 in vehicle license fees during the quarter.

SUMMARY

This concludes the financial report for the City of Kenmore as of the **2nd Quarter 2024**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore
General Fund Summary Report
June 30, 2024

	CURRENT PERIOD 2023-2024				PREVIOUS PERIOD 2021-2022				
	2nd Quarter 2024	BIENNIUM TO DATE 2023-2024	% of BUDGET	AMENDED BIENNIUM BUDGET 2023-2024	2nd Quarter 2021	2nd Quarter 2022	BIENNIUM TO DATE 2021-2022	% of BUDGET	AMENDED BIENNIUM BUDGET 2021-2022
REVENUES									
Beginning Fund Balance		3,533,762		3,533,762			2,748,005		2,748,005
Property Taxes	2,822,083	8,778,012	76.4%	11,493,841	2,512,046	2,575,502	8,236,543	75.8%	10,865,654
Sales and Use Taxes	868,915	5,402,407	74.7%	7,231,794	833,931	966,893	5,436,738	80.5%	6,754,280
Utility Taxes	831,151	3,711,572	84.3%	4,400,745	266,406	282,332	1,639,261	68.3%	2,399,290
Other Taxes	48,395	262,551	97.2%	270,010	21,773	26,134	157,789	86.6%	182,200
Development Fees & Permits	663,047	2,862,997	116.5%	2,458,416	276,618	463,777	2,073,729	120.6%	1,720,003
Franchise Fees	134,275	1,321,005	73.1%	1,807,003	185,866	206,868	1,295,037	74.1%	1,746,569
Intergovernmental and Grants	295,694	1,929,456	62.7%	3,075,004	306,898	337,604	2,141,111	73.8%	2,902,594
Investment Interest	100,052	361,940	120.6%	300,000	3,762	6,560	34,556	52.4%	66,000
Transfers and Other Revenues	41,081	1,379,645	71.5%	1,930,445	19,585	26,726	3,296,319	63.4%	5,203,180
Total Revenues	5,804,693	26,009,584	78.9%	32,967,258	4,426,886	4,892,396	24,311,083	76.4%	31,839,770

City of Kenmore
General Fund Summary Report
June 30, 2024

	CURRENT PERIOD 2023-2024				PREVIOUS PERIOD 2021-2022				
	2nd Quarter <u>2024</u>	BIENNIUM TO DATE <u>2023-2024</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2023-2024</u>	2nd Quarter <u>2021</u>	2nd Quarter <u>2022</u>	BIENNIUM TO DATE <u>2021-2022</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2021-2022</u>
<u>EXPENDITURES</u>									
City Center									
City Council	40,600	354,309	87.5%	405,013	22,176	38,127	250,518	75.3%	332,711
City Manager	247,437	2,776,998	76.3%	3,640,924	282,688	402,912	2,173,994	69.6%	3,121,846
City Clerk	217,296	806,692	82.4%	978,750	143,761	212,816	762,498	81.4%	937,052
Finance	256,742	2,407,942	76.6%	3,141,637	144,995	160,419	1,680,733	76.0%	2,212,820
Human Resources	22,628	175,547	34.4%	510,304	30,167	47,217	206,237	64.6%	319,432
Legal	105,040	625,852	89.4%	700,000	103,583	149,412	718,925	127.2%	565,000
Interfund Transfers/Non Department	0	428,000	30.4%	1,407,093	0	0	2,303,405	33.7%	6,830,617
Public Safety *	2,033,283	2,557,538	25.7%	9,956,950	1,478,461	1,504,522	5,586,433	61.0%	9,152,371
Special Projects	110,528	241,325	0.0%	0	0	0	0	0.0%	0
Engineering	249,763	1,383,402	79.3%	1,745,035	163,718	232,007	1,116,925	66.1%	1,689,574
Environmental Services	55,048	321,967	56.2%	572,820	0	0	0	0.0%	0
Housing & Human Services	113,065	566,667	102.9%	550,700	0	0	0	0.0%	0
Community Development	205,390	1,291,866	63.4%	2,038,723	177,919	206,116	1,262,678	74.5%	1,695,828
Developmental Services	404,512	2,399,198	71.2%	3,371,076	310,835	360,973	2,000,509	70.3%	2,845,428
Parks & Facility Maintenance	551,824	2,825,342	76.0%	3,717,276	331,029	355,026	1,993,503	74.5%	2,676,904
Total Expenditures	4,613,157	19,162,646	58.5%	32,736,301	3,189,332	3,669,547	20,056,358	61.9%	32,379,582
Expenditures (over) under Revenues	1,191,535	6,846,938		230,957	1,237,554	1,222,849	4,254,725		(530,812)
Ending Fund Balance		10,380,700		3,764,719	1,237,554	1,222,849	7,002,730		2,208,193

* The use of ARPA funds in 2023 to cover our police costs in the amount of \$4.6 million

City of Kenmore
Street Fund Summary Report
June 30, 2024

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CURRENT PERIOD 2023 - 2024				
	2nd Quarter <u>2024</u>	BIENNIUM TO DATE <u>2023-2024</u>	% of <u>BUDGET</u>	<u>BUDGET</u> <u>2023-2024</u>
REVENUES				
Beginning Fund Balance		2,270,562		2,270,562
Fuel Tax	97,632	609,387	66.4%	917,905
Investment Interest	16,993	92,298	461.5%	20,000
Miscellaneous	823	10,162	169.4%	6,000
ROW Permit Fees/Inspections	39,609	289,201	118.7%	243,612
Multimodal Transportation	7,766	46,811	73.2%	63,948
MVA Transpo City	6,795	40,960	100.9%	40,602
Transfer from General Fund	0	400,000	21.5%	1,858,313
Transfer from TBD	0	450,000	38.1%	1,180,000
Total Revenues	169,617	1,938,820	44.8%	4,330,380

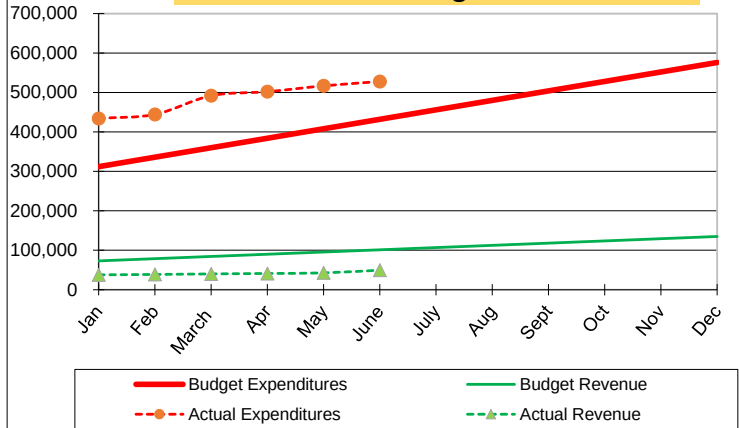
CURRENT PERIOD 2023 - 2024				
	2nd Quarter <u>2024</u>	BIENNIUM TO DATE <u>2023-2024</u>	% of <u>BUDGET</u>	<u>BUDGET</u> <u>2023-2024</u>
EXPENDITURES				
Salary and Benefits	194,079	1,119,240	66.8%	1,675,300
Maintenance & Operations	131,259	1,151,715	57.6%	1,998,800
Capital	53,089	74,489	135.4%	55,000
Transfer to PW Shop Fund	0	52,000	95.1%	54,682
Total Expenditures	378,428	2,397,444	63.4%	3,783,782
Expenditures (over) under Revenue	(208,811)	(458,624)		546,598
Ending Fund Balance		1,811,938		2,817,160

June 30, 2024

STRATEGIC OPPORTUNITIES FUND

	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	312,000	434,303	73,138	37,821
Feb	336,000	444,494	78,764	38,774
March	360,000	491,833	84,389	40,109
Apr	384,000	501,977	90,015	41,291
May	408,000	516,832	95,641	42,737
June	432,000	527,733	101,267	49,693
July	456,000		106,892	
Aug	480,000		112,518	
Sept	504,000		118,144	
Oct	528,000		123,769	
Nov	552,000		129,393	
Dec	576,000		135,018	
2023-24	576,000		135,018	
Total Actual to Date vs Total Budget		122%		49%

**STRATEGIC OPPORTUNITIES FUND
Actual v. Budget Results**

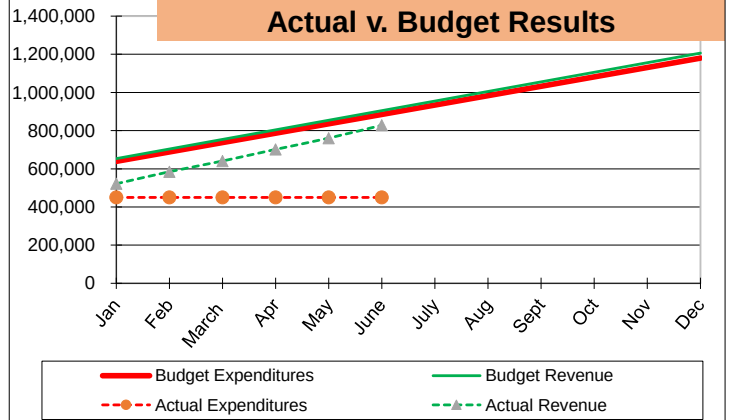


The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves.

TRANSPORTATION BENEFIT DISTRICT FUND

	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	639,171	450,000	653,419	521,481
Feb	688,337	450,000	703,681	584,622
March	737,504	450,000	753,944	640,848
Apr	786,671	450,000	804,207	701,745
May	835,837	450,000	854,470	760,815
June	885,004	450,000	904,732	828,370
July	934,171		954,995	
Aug	983,337		1,005,258	
Sept	1,032,503		1,055,519	
Oct	1,081,669		1,105,781	
Nov	1,130,834		1,156,043	
Dec	1,180,000		1,206,305	
2023-24	1,180,000		1,206,305	
Total Actual to Date vs Total Budget		51%		92%

**TRANSPORTATION BENEFIT DISTRICT FUND
Actual v. Budget Results**

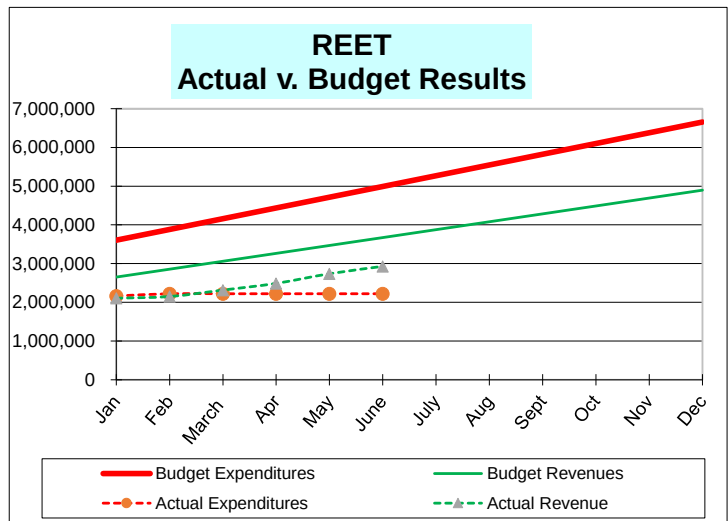


The Transportation Benefit District fund accounts for the \$40 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The fee was increased from \$20 to \$40 in late 2023. The revenue generated will be used in maintaining the City's transportation system.

June 30, 2024

REAL ESTATE EXCISE TAX FUND

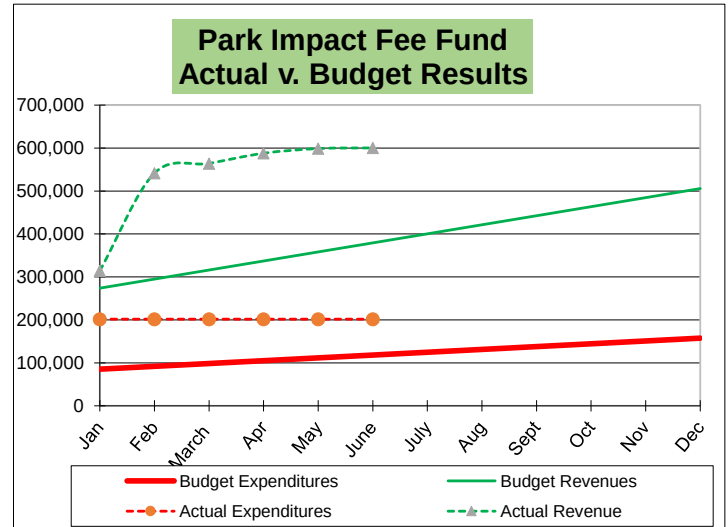
	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	3,604,900	2,163,622	2,652,091	2,105,710
Feb	3,882,200	2,222,009	2,856,098	2,149,867
March	4,159,500	2,222,009	3,060,105	2,315,946
Apr	4,436,800	2,222,009	3,264,112	2,489,696
May	4,714,100	2,222,009	3,468,119	2,738,433
June	4,991,400	2,222,009	3,672,126	2,928,987
July	5,268,700		3,876,133	
Aug	5,546,000		4,080,140	
Sept	5,823,300		4,284,147	
Oct	6,100,600		4,488,154	
Nov	6,377,900		4,692,161	
Dec	6,655,201		4,896,168	
2023-24	6,655,201		4,896,168	
Total Actual to Date vs Total Budget		45%		80%



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

PARK IMPACT FEE FUND

	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	85,319	201,725	273,910	314,420
Feb	91,881	201,725	294,979	541,436
March	98,444	201,725	316,049	564,168
Apr	105,006	201,725	337,118	587,908
May	111,569	201,725	358,188	598,786
June	118,131	201,725	379,258	600,288
July	124,693		400,327	
Aug	131,254		421,396	
Sept	137,816		442,464	
Oct	144,377		463,533	
Nov	150,939		484,601	
Dec	157,500		505,670	
2023-24	157,500		505,670	
Total Actual to Date vs Total Budget		171%		158%

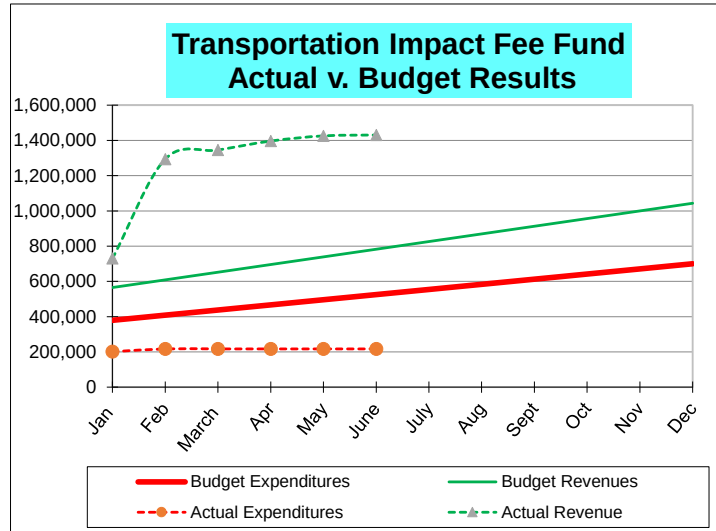


This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

June 30, 2024

TRANSPORTATION IMPACT FEE FUND

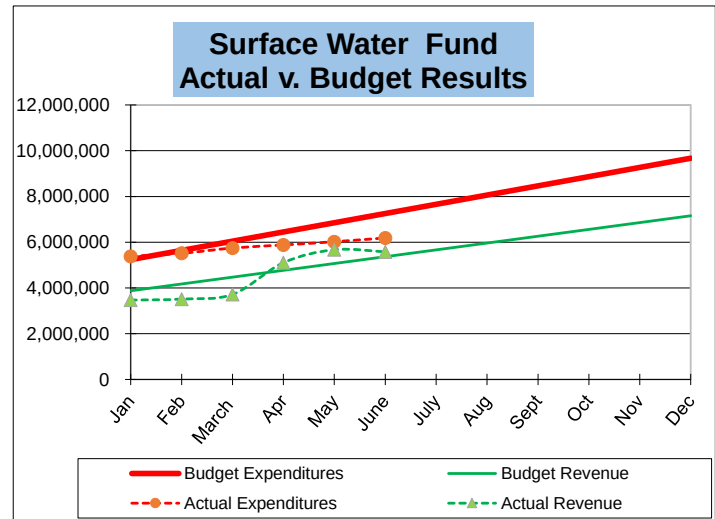
	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	379,171	200,890	565,136	729,482
Feb	408,337	216,856	608,609	1,293,536
March	437,504	216,856	652,081	1,344,992
Apr	466,671	216,856	695,553	1,396,280
May	495,837	216,856	739,025	1,425,703
June	525,004	216,856	782,498	1,430,519
July	554,171		825,970	
Aug	583,337		869,442	
Sept	612,503		912,914	
Oct	641,669		956,388	
Nov	670,834		999,861	
Dec	700,000		1,043,334	
2023-24	700,000		1,043,334	
Total Actual to Date vs Total Budget		41%		183%



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

SURFACE WATER MANAGEMENT FUND

	2023-2024 Budget Expenditures	2023-2024 Actual Expenditures	2023-2024 Budget Revenue	2023-2024 Actual Revenue
Jan	5,238,766	5,384,725	3,875,989	3,468,896
Feb	5,641,747	5,513,372	4,174,141	3,513,940
March	6,044,729	5,746,178	4,472,294	3,717,775
Apr	6,447,710	5,878,688	4,770,447	5,103,747
May	6,850,692	6,021,571	5,068,600	5,671,792
June	7,253,673	6,186,287	5,366,752	5,576,096
July	7,656,654		5,664,905	
Aug	8,059,634		5,963,058	
Sept	8,462,615		6,261,209	
Oct	8,865,595		6,559,361	
Nov	9,268,576		6,857,513	
Dec	9,671,557		7,155,665	
2023-24	9,671,557		7,155,665	
Total Actual to Date vs Total Budget		85%		104%



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

City of Kenmore
Investment Schedule
June 30, 2024

Average Yield to Maturity-Securities								Average Yield	4.07%
Investment #		Type	Purchase Date	Maturity Date	Rate	Yield	Principal or Balance	Yield	Equivalents
Time Value Investments									
	91282CCX7	US TREAS	7/14/2023	9/15/2024	0.38%	5.00%	1,445,711.91		72,285.60
	91282CDN8	US TREAS	8/7/2023	12/15/2024	1.00%	5.02%	1,493,005.50		74,948.88
	3130AQTTO	FHLB	3/2/2022	2/28/2025	1.55%	1.67%	1,494,768.00		24,962.63
	912828XB1	US TREAS	12/4/2023	5/15/2025	2.13%	4.56%	1,497,687.50		68,294.55
	912828R36	US TREAS	1/17/2024	5/15/2026	1.63%	3.98%	996,479.38		39,659.88
	91282CBS9	US TREAS	3/26/2024	3/31/2028	1.25%	4.20%	1,485,163.35		62,406.56
Total TVI Purchases							8,412,815.64		342,558.09

CD's									
Total CD's								0.00	0.00

TOTAL ALL SECURITIES \$ 8,412,815.64 \$ 342,558.09

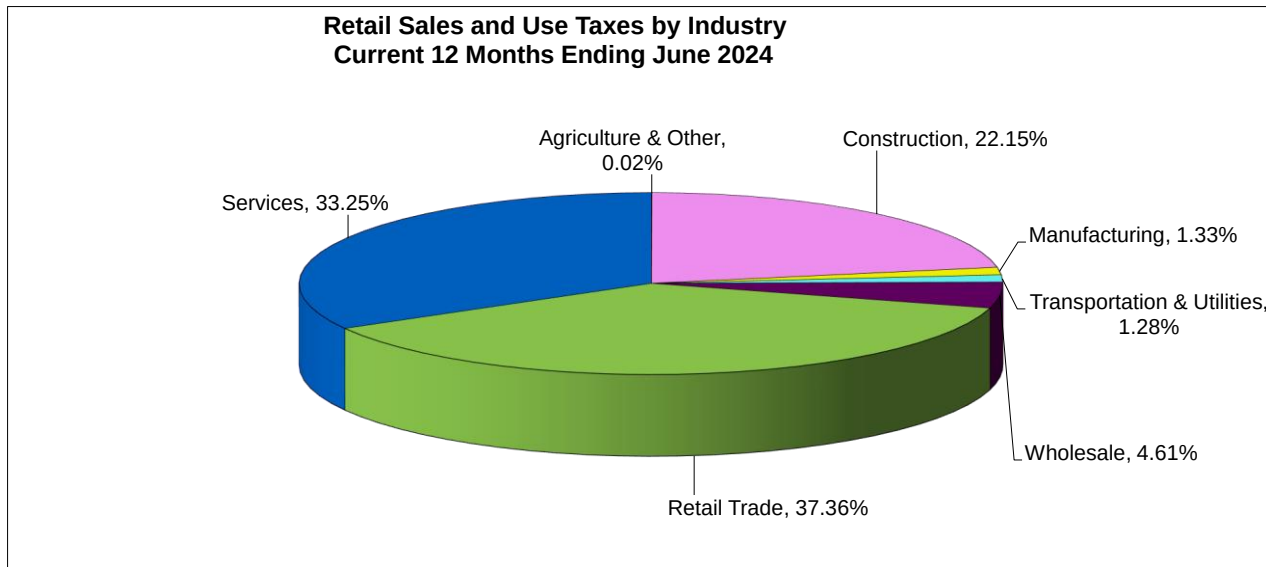
Banner Checking and Savings	0.02%		7,318,441.49	1,463.69
Pacific Premier Savings	5.44%		3,455,546.61	187,888.44
LGIP - Primary Account	5.40%		10,336,131.26	558,533.52
LGIP - Bond Proceeds Account	5.40%		6,841,995.74	369,666.19
			27,952,115.10	1,117,551.84

Total Accounts \$ 36,364,930.74 2,577,661.76

City of Kenmore
Retail Sales and Use Tax Distribution
June 30, 2024

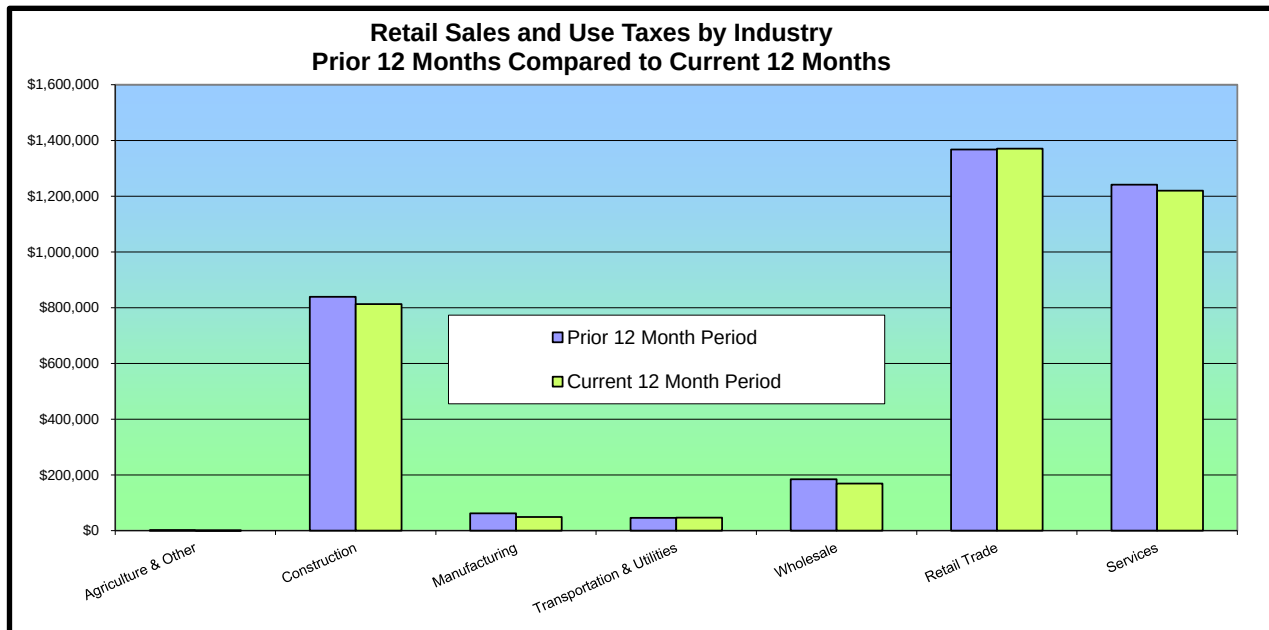
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Industry	Prior 12 Months ending June 2023	Current 12 Months ending June 2024	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$1,068	\$853	-20.09%	0.02%
Construction	839,206	812,506	-3.18%	22.15%
Manufacturing (Printing, Publishing, Other Manuf.)	62,254	48,851	-21.53%	1.33%
Transp/Comm/Utilities (Telecomm., Air Transport.)	46,079	46,986	1.97%	1.28%
Wholesale (Lumber, Other Wholesale)	184,694	168,970	-8.51%	4.61%
Retail Trade (Eating, Merchandise, Food Stores)	1,367,776	1,370,663	0.21%	37.36%
Services (Auction, Recreation, Auto Repair, Financial)	<u>1,241,433</u>	<u>1,219,581</u>	-1.76%	33.25%
Totals	<u>\$3,742,510</u>	<u>\$3,668,410</u>	<u>-1.98%</u>	100%
Increase/(Decrease)		<u>(\$74,100)</u>	<u>-1.98%</u>	



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

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



CITY OF KENMORE

Finance

GENERAL & OTHER REVENUE FUNDS

Year To Date as of 6/30/2024
75% of Biennium Elapsed

September 9, 2024



REVENUES– General Fund, 6/30/2024

<u>REVENUES</u>	<u>BTD 6/30/24</u>	<u>23-24 BUDGET</u>	<u>%</u>
Property Taxes	8,778,012	11,493,841	76.4%
Sales and Use Taxes	5,402,407	7,231,794	74.7%
Utility Taxes	3,711,572	4,400,745	84.3%
Other Taxes	234,859	270,010	87.0%
Development Fees & Permits	2,862,997	2,458,416	116.5%
Franchise Fees	1,321,005	1,807,003	73.1%
Intergovernmental and Grants	1,956,838	3,075,004	63.6%
Investment Interest	361,940	300,000	120.6%
Fines and Forfeitures	19,128	0	0.0%
Transfers and Other Revenues	1,360,826	1,930,445	70.5%
Total Revenues	26,009,583	32,967,258	78.9%



EXPENDITURES – General Fund, 9/30/2023

<u>EXPENDITURES</u>	<u>BTD 6/30/24</u>	<u>23-24 BUDGET</u>	<u>%</u>
City Council	354,309	405,013	87.5%
City Manager	2,776,998	3,640,924	76.3%
City Clerk	806,692	978,750	82.4%
Finance	2,407,942	3,141,637	76.6%
Human Resources	175,547	510,304	34.4%
Legal	625,852	700,000	89.4%
Interfund Transfers/Non Departme	428,000	1,407,093	30.4%
Public Safety	2,557,538	9,956,950	25.7%
Special Projects	241,325	0	0.0%
Engineering	1,383,402	1,745,035	79.3%
Environmental Services	321,967	572,820	56.2%
Housing & Human Services	566,667	550,700	102.9%
Community Development	1,291,866	2,038,723	63.4%
Developmental Services	2,399,198	3,371,076	71.2%
Parks & Facility Maintenance	2,825,342	3,717,276	76.0%
Total Expenditures	19,162,646	32,736,301	58.5%



General Fund Reserves

20% Fund Balance Requirement - 2024	\$3.3 million
Actual Fund Balance - 6/30/2024	\$10.4 million

Reserve Policy

City shall maintain reserves of not less than 20% of annual operating expenditures

- To offset revenue shortfalls
- For unanticipated emergencies



INVESTMENT SCHEDULE

									Overall	4.07%
		Average Yield to Maturity-Securities							Average Yield	4.02%
			Purchase	Maturity					Principal or	Yield
	Investment #	Type	Date	Date	Rate	Yield			Balance	Equivalents
Time Value Investments										
	91282CCX7	US TREAS	7/14/2023	9/15/2024	5.00%	5.00%			1,445,712	72,286
	91282CDN8	US TREAS	8/7/2023	12/15/2024	5.02%	5.02%			1,493,006	74,949
	3130AQTTO	FHLB	3/2/2022	2/28/2025	1.55%	1.67%			1,494,768	24,963
	912828XB1	US TREAS	12/4/2023	5/15/2025	4.56%	4.56%			1,497,688	68,295
	912828R36	US TREAS	1/17/2024	5/15/2026	3.98%	3.98%			996,479	39,660
	91282CBS9	US TREAS	3/26/2024	3/31/2028	4.20%	4.20%			1,485,163	62,407
Total Securities									8,412,816	342,558
			Banner Checking and Savings			0.02%			7,318,441	1,464
			Pacific Premier Savings			5.44%			3,455,547	187,888
			LGIP - Primary Account			5.40%			10,336,131	558,534
			LGIP - Bond Proceeds Account			5.40%			6,841,996	369,666
					Total Accounts				36,364,931	1,460,110



STREET FUND REVENUES, 6/30/2024

<u>REVENUES</u>	<u>BTD 6/30/24</u>	<u>23-24 BUDGET</u>	<u>%</u>
Fuel Tax	609,387	917,905	66.4%
Investment Interest	92,298	20,000	461.5%
Miscellaneous	10,162	6,000	169.4%
ROW Permit Fees/Inspections	289,201	243,612	118.7%
Multimodal Transportation	46,811	63,948	73.2%
MVA Transpo City	40,960	40,602	100.9%
Transfer from General Fund	400,000	1,858,313	21.5%
Transfer from TBD	450,000	1,180,000	38.1%
Total Revenues	1,938,820	4,330,380	44.8%



STREET FUND EXPENDITURES, 6/30/2024

<u>EXPENDITURES</u>	<u>BTD 6/30/24</u>	<u>23-24 BUDGET</u>	<u>%</u>
Salary and Benefits	1,119,240	1,675,300	66.8%
Maintenance & Operations	1,151,715	1,998,800	57.6%
Capital	74,489	55,000	135.4%
Transfer to PW Shop Fund	52,000	54,682	95.1%
Total Expenditures	2,397,444	3,783,782	63.4%
Net Revenues (Expenditures)	(458,624)	546,598	



SURFACE WATER MANAGEMENT

FUND	Biennium to Date 6/30/24	Budget 2023-2024	%
Storm Drain Fees	\$5,576,096	\$7,155,655	78%
Expenses	\$6,186,287	\$9,671,557	64%

- SWM has a cash balance of \$1.2M as of 6/30/2024



IMPACT FEE REVENUE FUNDS

FUND	Biennium to Date 6/30/24	Budget 2023-2024	%	Cash Balance
Park Impact Fees	\$600,288	\$505,670	119%	\$500,000
Transportation Impact Fees	\$1,430,519	\$1,043,334	137%	\$1,600,000



REET / TBD FEE REVENUE FUNDS

FUND	Biennium to Date 6/30/24	Budget 2023-2024	%	Cash Balance
REET				
Fees Used for Trans, Parks & Facilities Cap	\$2,928,987	\$4,896,168	60%	\$3,700,000
TBD				
Fees Used for Road Maint	\$828,370	\$1,206,305	69%	\$530,000



SUMMARY

- General Fund revenues are slightly over for the biennium at 78.9%
- General Fund expenditures are below budget at 58.5%
- Interest revenue high at 121% of budget
- Development Fees & Permits revenues is 116.5% of budget
- Real Estate Excise Tax (REET) revenues are lagging at about 80% of target
- All other funds tracking as expected



For comments and questions:

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