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

City of Kenmore
City Council Regular Meeting Agenda
Monday, December 8, 2025
7:00 PM

ZOOM - LINK: https://kenmorewa-gov.zoom.us/j/85289766198
Password: 120825
Telephone: Dial US: +1 253 215 8782
Webinar ID: 852 8976 6198

SIGN UP FOR VIRTUAL PUBLIC COMMENT HERE: kenmorewa.gov/publiccomment
REQUEST AN ACCOMMODATION HERE: kenmorewa.gov/accommodation

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.

---

1. **CALL REGULAR MEETING TO ORDER - 7:00 PM**

2. **ROLL CALL**

3. **LAND ACKNOWLEDGEMENT**

   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.

4. **FLAG SALUTE**

5. **AGENDA APPROVAL**

6. **WHERE'S THE FUN?**

7. **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. Please note: Under Washington State law (RCW 42.17A.555), public comment time may not be used to support or oppose candidates or ballot measures. Thank you for keeping remarks focused on City business. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

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

8. CONSENT AGENDA

A) Cancel the City Council Regular Meetings of December 15 and December 22.

B) Approve the City Council Regular Meeting Minutes of Monday, November 17, 2025.
   1. City Council Regular Meeting Minutes of Monday, November 17, 2025

C) Approve the City Council Regular Meeting Minutes of Monday, November 24, 2025.
   1. City Council Regular Meeting Minutes of Monday, November 24, 2025

D) Approve the following Voucher Certification and Approval:

   - Total Check #s 57263 through 57329 totaling $1,084,393.19
   - Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 10/31/2025 in the amount totaling $314,139.31
   - Total EFT Payment #s 1908 through 1917 total $462,611.23

   1. Voucher Certification & Approval 10/25/2025 - 11/07/2025

E) Adopt Proposed Ordinance No. 25-0627 and update Title 12 of the Kenmore Municipal Code.
   1. Agenda Bill - Updates to Title 12
   2. Attachment 1 - Proposed Ordinance No. 25-0627

F) Adopt Proposed Ordinance No. 25-0639, adopting amendments to the Parks, Recreation, and Open Space (PROS) Element and Capital Facilities Element.
   1. Agenda Bill - Proposed Ordinance No. 25-0639
   2. Attachment 1 - Proposed Ordinance No. 25-0639
   3. Attachment 2 - PROS Element
   4. Attachment 3 - Table CF-A, Capital Facilities Element

G) Adopt Proposed Resolution No. 25-438 regarding standards for the delivery of indigent public defense pursuant to Washington State Supreme Court Order No. 25700-A-1644.
   1. Agenda Bill - Indigent Public Defense
   2. Attachment 1 - Washington State Supreme Court Order No 25700-A-1644

3. Attachment 2 - Proposed Resolution No. 25-438
4. Attachment 3 - Washington State Bar Association Standards for Indigent Defense Services

H) Authorize the City Manager to execute Contract No. 10-C873, Amendment No. 9, with Progressive Animal Welfare Society (PAWS), substantially and materially in the form attached.
1. Agenda Bill - PAWS
2. Attachment 1 - Contract No. 10-C873 Amendment No. 9
3. Exhibit B of PAWS Amendment No. 9

I) Authorize the City Manager to execute Contract No. 21-C2667, Amendment No. 7, with PACE Engineers, Inc., to extend the contract, substantially and materially in the form attached.
1. Agenda Bill - PACE Engineers, Inc.
2. Attachment 1 - Contract No. 21-C2667 Amendment No. 7

J) Authorize the City Manager to execute Contract No. 23-C2923, Amendment No. 3, with Confluence Environmental Company, to extend the contract, substantially and materially in the form attached.
1. Agenda Bill - Confluence Environmental Company
2. Attachment 1 - Contract No. 23-C2923 Amendment No. 3

K) Authorize the City Manager to execute Interlocal Agreement No. 25-C3187 with King County to accept a grant award of $750,000 for the construction of the 169th Street culvert replacement.
1. Agenda Bill - Interlocal Agreement No. 25-C3187

L) Authorize the City Manager to execute Contract No. 25-C3191, Rhododendron Park Lease/Use Agreement with Northshore Senior Center.
1. Agenda Bill - Contract No. 25-C3191
2. Attachment 1 - Draft Contract No. 25-C3191
3. Attachment 2 - Contract No. 16-C1623
4. Attachment 3 - Contract No. 04-C375

M) Authorize the City Manager to execute Real Estate Purchase Sale Agreement (REPSA) 25-C3195 for Swamp Creek conservation property acquisition in an amount of $680,000 and associated closing costs.
1. Agenda Bill - REPSA 25-C3195
2. Attachment 1 - Swamp Creek Property Site Map

N) Authorize the City Manager to execute Real Estate Purchase Sale Agreement (REPSA) 25-C3196 for Sammamish River conservation property acquisitions in an amount of $6,800,000 and associated closing costs.
1. Agenda Bill - REPSA 25-C3196
2. Attachment 1 - Sammamish River Properties Site Map

O) Authorize the City Manager to execute Agreement No. 25-C3197 for stormwater system cleaning, vactor services and CCTV inspection in an amount of $250,000.
1. Agenda Bill - Agreement No. 25-C3197

9. PRESENTATION

A) Outgoing Councilmember Recognition

10. PUBLIC HEARING

Virtual Public Hearing Pre-Registration: To provide virtual public hearing testimony, please fill out the Virtual Public Comment Request Form (linked above) 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's Office. If you are having difficulty, please reach out to the City Clerk's Office at clerks@kenmorewa.gov.

A) Proposed Ordinance No. 25-0638, amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR 522 and 80th Avenue NE, presented by Assistant City Manager/Community Development Director Debbie Bent, *for public hearing*
   1. Agenda Bill - Proposed Ordinance No. 25-0638
   2. Attachment 1 - Proposed Ordinance No. 25-0638

11. BUSINESS AGENDA

A) Proposed Ordinance No. 25-0638, amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR 522 and 80th Avenue NE, presented by Assistant City Manager/Community Development Director Debbie Bent, *for adoption*
   1. Agenda Bill - Proposed Ordinance No. 25-0638
   2. Attachment 1 - Proposed Ordinance No. 25-0638

B) Proposed Resolution No. 25-439, affirming the Kenmore City Council's commitment to welcoming and supporting immigrants, refugees, and all Kenmore residents, presented by Deputy City Manager Stephanie Lucash and Kenmore Police Chief Brandon Moen, *for discussion and adoption*
   1. Agenda Bill - Proposed Resolution No. 25-439
   2. Attachment 1 - Kenmore Police Department Memo
   3. Attachment 2 - Proposed Resolution No. 25-439 (updated 12/8)

12. STAFF REPORTS

A) Regional Community Center/Aquatic Center Update, presented by Assistant City Manager/Community Development Director Debbie Bent
   1. Agenda Bill - Regional Community Center/Aquatic Center
   2. Attachment 1 - NPRSA Pool Options

B) Other - City Manager Teri Killgore

13. COUNCILMEMBER REPORTS & COMMENTS

14. EXECUTIVE SESSION

A) Confidential Session of the Council — Pursuant to RCW 42.30.110(1)(i), the City Council will enter an executive session to discuss potential litigation. This executive session is slated to last approximately 20 minutes. No final action is expected.

15. ADJOURNMENT

UPCOMING MEETING SCHEDULE:

A) Monday, December 15, 2025 7:00 PM — City Council Regular Meeting *cancellation pending*
Monday, December 22, 2025 7:00 PM — City Council Regular Meeting *cancellation pending*
Monday, January 12, 2026 7:00 PM — City Council Regular Meeting

NOTICE OF POTENTIAL QUORUMS

A) Click here for information about Potential Quorums of the City Council. Now found on the City website under City Council Meetings.

City of Kenmore
City Council Meeting
Regular Meeting Minutes
Monday, November 17, 2025

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video is available on the City YouTube channel. Attachments are available on the CivicClerk Agenda Management Portal.

PRESENT:

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

Staff: City Manager Teri Killgore
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
City Clerk Scott Passey
Deputy City Clerk Michelle Kang
Development Services Director Samantha Loyuk
Public Works Operations Director Jennifer Gordon
Assistant City Manager/Community Development Director Debbie Bent
Senior Planner Brittany Chue
Finance & Administration Director Melinda Merrell

Speaking Guests: Khushboo Inge, Matrix Consulting Group Vice President (virtual)
Nick Chen, Kimley-Horn Consultant
Josh Kurcinka, STEP Housing Committee Member
Caitlin Sullivan, STEP Housing Committee Member

Public Comments Speaking Guests:
Edouard Lassalle, Kenmore resident
Kara Macias, Kenmore resident
Clare Taylor, Kenmore resident
Corina Pfeil, Kenmore resident

Public Hearing Speaking Guests: (none)

CALL REGULAR MEETING TO ORDER
Mayor Herbig called the regular meeting to order at 7:00 PM.

LAND ACKNOWLEDGEMENT
Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE
Mayor Herbig led the Council in the Pledge of Allegiance.

AGENDA APPROVAL
The agenda was approved as presented.

WHERE'S THE FUN?
City Manager Teri Killgore highlighted the City's annual employee recognition lunch.

PUBLIC COMMENTS
The City Council took comments from the public.
Timestamped link here:
https://youtu.be/RJ4JeCsCll4?list=PLZEQA8WWEno4xzgqU9ARuTRwHg5cHeeSr&t=370.

CONSENT AGENDA

A. Approve the City Council Special and Regular Meeting Minutes of Monday, October 27, 2025.

B. Adopt Proposed Resolution No. 25-437, affirming the rights, safety, and equality of all Kenmore residents.

C. Accept $3.5 million of Move Ahead Washington - Tier Pedestrian & Bicycle Program funding for the 61st Avenue NE Sidewalk Replacement project and authorize the City Manager to execute the appropriate agreements with the Washington State Department of Transportation (WSDOT).

Councilmember Srebnik removed Item B from the Consent Agenda.

MOTION: Approve the consent agenda outlined above minus Item B.
Moved by Culver; seconded by Srebnik
VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

Consent Agenda Item B

MOTION: Adopt Proposed Resolution No. 25-437, affirming the rights, safety, and equality of all Kenmore residents.
Moved by Sasson; seconded by Marshall.
VOTE: 7 Yes – Loutsis, Marshall, Srebnik, Culver, Sasson, O'Cain, Herbig; 0 No; 0 Abstain.
MOTION PASSES.

PRESENTATION

Fee Study Results, introduced by Development Services Director Samantha Loyuk and presented by Matrix Consulting Group

Khushboo Inge, Matrix Consulting Group Vice President, shared the fee study objectives, methodology, and results, including the following points:

- Reviewed 243 fee lines related to Building and Land Use permitting codes
- Incorporated Engineering hourly reviews into land use and planning applications directly
- Streamlined planning fees by condensing base and per lot to per lot and modifying fees to be based on acreage / size rather than valuation.
- Created new fees in building for common standalone permits – retaining walls, swimming pools, etc.

PUBLIC HEARING

Temporary Use Permit No. TMP25-0726 allowing "Construction and Trade" as a temporary use for the Interim Public Works Shop for a one-year period at real property located at 6532 NE Bothell Way, Kenmore, WA, subject to conditions, presented by Development Services Director Samantha Loyuk and Public Works Operations Director Jennifer Gordon, *for public hearing*

Mayor Herbig opened the Public Hearing at approximately 7:40 pm.
The City Council provided the opportunity for testimony; there were no sign-ups.
Timestamped link here:
https://youtu.be/RJ4JeCsCll4?list=PLZEQA8WWEno4xzgqU9ARuTRwHg5cHeeSr&t=2632
Mayor Herbig closed the Public Hearing at approximately 7:41 pm.

BUSINESS AGENDA

A. Temporary Use Permit No. TMP25-0726 allowing "Construction and Trade" as a temporary use for the Interim Public Works Shop for a one-year period at real property located at 6532 NE Bothell Way, Kenmore, WA, subject to conditions, presented by Development Services Director Samantha Loyuk and Public Works Operations Director Jennifer Gordon, *for approval*

DRAFT

MOTION: Temporary Use Permit No. TMP25-0726 allowing "Construction and Trade" as a temporary use for the Interim Public Works Shop for a one-year period at real property located at 6532 NE Bothell Way, Kenmore, WA, subject to conditions.
Moved by Loutsis; seconded by Herbig.
VOTE: 7 Yes – Srebnik, Loutsis, Culver, Marshall, Sasson, O'Cain, Herbig; 0 No; 0 Abstain.
MOTION PASSES.

B. Proposed Resolution No. 25-434, 2026 Fee Schedule, presented by Development Services Director Samantha Loyuk, *for discussion and direction*

MOTION: Adopt Proposed Resolution No. 25-434, the 2026 Fee Schedule.
Moved by Loutsis; seconded by Culver.
VOTE: 7 Yes – Marshall, Culver, Sasson, Srebnik, Loutsis, O'Cain, Herbig; 0 No; 0 Abstain.
MOTION PASSES.

C. Emergency Shelter, Transitional Housing, Emergency Housing, and Permanent Supportive Housing (STEP) Housing Advisory Committee Recommendations for STEP Housing Regulations, presented by Assistant City Manager/Community Development Director Debbie Bent, Senior Planner Brittany Chue, STEP Housing Committee Members, and Kimley-Horn Consultant Nick Chen, *for discussion and direction*

The STEP Housing Committee recommended allowing STEP housing in all zones required by state law, mandating good neighbor agreements, requiring business licenses for supportive services, and lowering parking requirements.

- Neighborhood Commercial Uses: Broad council support for integrating corner stores/neighborhood businesses to improve STEP residents' access to daily necessities.
- Enforcement and Accountability: Debate over how to ensure the enforceability of good neighbor agreements and tie them to business licenses; lack of strong precedent for such measures.
- Project Scale: Consensus on the need for smaller, distributed STEP housing projects, concern about financial viability in current zoning, and interest in incentives/bonus density on arterials.
- Parking and Infrastructure: Strong support for further reducing parking requirements, balanced by concerns about neighborhood walkability and sidewalk infrastructure.
- Community Engagement & Transparency: Support for mandatory community outreach meetings for new projects and for developing a shared language/glossary to reduce stigma and confusion.

DRAFT

Next Steps:

- Staff will refine code amendment proposals and return to Council with draft language, integrating direction on parking, incentive structures, and further legal review on enforcement mechanisms.
- The Council will hold a discussion at a future meeting to provide policy direction on density exceptions, incentives, and comprehensive plan links.
- Staff will proceed with procedural requirements (SEPA, Commerce notice, public hearing) after council feedback.
- Consideration of neighborhood commercial (corner store) zoning changes will be added to future city work programs (targeting 2026).
- Staff and council will continue to seek community input, particularly balancing concerns about density, location, and project integration.

D. Third Quarter 2025 Financial Report, presented by Finance & Administration Director Melinda Merrell, *to receive and file*

Finance & Administration Director Melinda Merrell summarized the Third Quarter Financial Report, touching on the following points:

- 37.5% of the 2025-2026 Biennium has elapsed
- General Fund revenues are very close to target; expenses are slightly under target
- Interest revenue BTD brought in $341K for the GF or 75.7% of budget
- Development Fees & Permits revenue came in at 74.3% of budget
- ROW permit fees (revenue) in Street Fund are at 149.1% of budget
- Park and Transportation Impact fee revenue ahead of target due to higher development activity than budgeted
- Public Works Operations Center (PWOC) debt costs lower than budgeted and construction costs slower to ramp up

STAFF REPORTS

City Manager Teri Killgore reported on the City's efforts to advertise food bank services.

COUNCILMEMBER REPORTS & COMMENTS

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 9:39PM.

_____

Nigel Herbig, Mayor

_____

Scott Passey, City Clerk

DRAFT

City of Kenmore
City Council Meeting
Regular Meeting Minutes
Monday, November 24, 2025

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video is available on the City YouTube channel. Attachments are available on the CivicClerk Agenda Management Portal.

PRESENT:

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

Staff: City Manager Teri Killgore
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
City Clerk Scott Passey
Deputy City Clerk Michelle Kang
Finance & Administration Director Melinda Merrell
Assistant City Manager/Community Development Director Debbie Bent
Principal Planner Todd Hall
Housing and Human Services Manager Tambi Cork

Speaking Guests: Diana Halladay, Osborn Consulting
Jessica Christofferson, Osborn Consulting
Alex Capron, Facet Consulting

Public Comments Speaking Guests:
Eric Adman, Kenmore resident
Corina Pfeil, Kenmore resident

CALL REGULAR MEETING TO ORDER

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

LAND ACKNOWLEDGEMENT
Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE
Mayor Herbig led the Council in the Pledge of Allegiance.

AGENDA APPROVAL
The agenda was approved as presented.

WHERE'S THE FUN?
City Manager Teri Killgore highlighted the current City Hall Gallery, Wild Women of Photography, and reminded the Council of Small Business Saturday on November 29 and Kenmore's Winterfest event coming up on Saturday, December 6.

PUBLIC COMMENTS
The City Council took comments from the public. Timestamped link here:
https://youtu.be/TfHMUo2NIlU?list=PLZEQA8WWEno4xzgqU9ARuTRwHg5cHeeSr&t=509

CONSENT AGENDA

A. Approve the City Council Regular Meeting Minutes of Monday, November 10, 2025.

B. Adopt Resolution No. 25-436, adopting the 2025-2030 King County Regional Hazard Mitigation Plan and Kenmore Plan Annex.

C. Authorize the City Manager to execute Amendment No. 1 to Contract No. 24-C3084 Interlocal Agreement for Emergency Management between the City of Kenmore, City of Lake Forest Park, and King County Fire District 16, subject to approval by the City Attorney of any minor amendments by the City Clerk's Office.

D. Authorize the City Manager to enter into an agreement with the Eastside Transportation Partnership.

MOTION: Approve the consent agenda outlined above.
Moved by Culver; seconded by Herbig.
VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

BUSINESS AGENDA

A. Proposed Ordinance No. 25-0635 Mid-Biennial Amendments to the 2025-2026 Biennial Budget and Salary Plan for 2026, presented by Finance & Administration Director Melinda Merrell, *for adoption*

MOTION: Adopt Proposed Ordinance No. 25-0635, mid-biennial amendments to the 2025-2026 biennial budget and salary plan for 2026.
Moved by Loutsis; seconded by O'Cain.
VOTE: 6 Yes – Sasson, Loutsis, Srebnik, Culver, O'Cain, Herbig; 1 No – Marshall; 0 Abstain.
MOTION PASSES.

B. Proposed Ordinance No. 25-0636, Property Tax Levy, presented by Finance & Administration Director Melinda Merrell, *for adoption*

MOTION: Adopt Proposed Ordinance No. 25-0636, property tax levy.
Moved by Loutsis; seconded by Srebnik.
VOTE: 7 Yes – Marshall, Loutsis, Culver, Sasson, Srebnik, O'Cain, Herbig; 0 No; 0 Abstain.
MOTION PASSES.

C. Proposed Ordinance No. 25-0637, Excess Property Tax Levy, presented by Finance & Administration Director Melinda Merrell, *for adoption*

MOTION: Adopt Proposed Ordinance No. 25-0637, excess property tax levy.
Moved by Srebnik; seconded by Sasson.
VOTE: 7 Yes – Loutsis, Culver, Marshall, Sasson, Srebnik, O'Cain, Herbig; 0 No; 0 Abstain.
MOTION PASSES.

D. Stream Code Amendments to Title 18 of the Kenmore Municipal Code (KMC), Critical Areas, presented by Assistant City Manager/Community Development Director Debbie Bent, Principal Planner Todd Hall, and Consultants from Osborn Consulting and Facet, *for continued discussion*

City staff and consultants presented options for amending Kenmore Municipal Code Title 18 (critical areas) to align stream buffers with Washington Department of Fish and Wildlife (WDFW) "best available science" with no formal direction requested until 2026. The City is required to comply with updated riparian guidance but is intentionally limiting this update to stream-related regulations; a broader critical areas and shoreline update will occur by June 2029. Council discussed the various options and competing goals of protecting riparian habitat and water quality, maintaining land for housing and infrastructure, and managing implementation costs and administrative complexity.

E. Affordable and Supportive Housing Strategy Discussion, presented by Assistant City Manager/Community Development Director Debbie Bent and Housing and Human Services Manager Tambi Cork, *for discussion and direction*

Discussion centered on how the City should support affordable and permanent supportive housing and what role the Council, staff, and community partners should play. Councilmembers reaffirmed that affordable housing is a top city priority but requires

significant subsidy and often discounted or donated land to pencil out. There was debate over the City's role: some members favored active leadership in assembling sites and partners, while others caution against the city acting like a developer and instead emphasized policy changes, incentives, and strategic use of existing city assets. Members discussed whether to revive or replace the now-concluded STEP advisory committee; some advocated for a new, ongoing community body including residents and business owners, while others prefer using existing groups (e.g., business associations) and targeted engagement rather than a standing committee. There was consensus to continue the conversation at upcoming Council retreats to clarify the City's role, priorities, and use of staff capacity on affordable and supportive housing initiatives.

STAFF REPORTS

COUNCILMEMBER REPORTS & COMMENTS

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 9:28 PM.

_____

Nigel Herbig, Mayor

_____

Scott Passey, City Clerk

DRAFT

Voucher Certification & Approval

City of Kenmore

DATE RANGE: 10/25/2025 through 11/07/2025

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

Total EFT Payments: # 1908-1917	**462,611.23**
Total Checks: # 57263 through 57329	**1,084,393.19**
Total Payroll EFT & Bank Drafts: Payroll/Taxes/FSA/HSA/Retirement.: Dated 10/31/2025	**314,139.31**
Total Wire Transfers:	**None**

Teri Killgore (Nov 19, 2025 09:37:59 PST) Nov 19, 2025

City Manager / Date

Melinda Merrell Nov 18, 2025

Finance Director / Date

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
A1 LANDSCAPING AND CONSTRUCTION, INC	1908	11/07/2025	Sept-Oct 2025 Contractor | 61st Ave NE | 25-C3087	329,392.48
AMERICAN TRAFFIC SOLUTIONS INC	1909	11/07/2025	Oct 2025 KAPE Program	77,195.00
COMMANDLINK	1910	11/07/2025	Nov 2025 Phone Svc | CH	2,465.55
JACOBS ENGINEERING GROUP	1911	11/07/2025	Aug-Sept 2025 Prof. Svcs | 24-C3032	24,453.77
U.S. BANK PURCHASE CARDS	1912-1917	11/07/2025	Supplies, Subscriptions, Comp. Hardware, Training, Conferences, Conventions, Events, Postage, Uniforms, Dues, Postage	29,104.43
DEPARTMENT OF LABOR AND INDUSTRIES	57263	10/31/2025	City of Kenmore	10,019.38
VOID	57264-57266	10/31/2025	VOID	-
ESD - LTC	57267	10/31/2025	Long Term Care Fund	3,785.15
VOID	57268	10/31/2025	VOID	-
ESD - PFML	57269	10/31/2025	Paid Family & Medical Leave	7,734.32
VOID	57270-57271	10/31/2025	VOID	-
ACORN CONSULTING LLC	57272	11/07/2025	Nov 2025 Consultant for Lobbying	6,000.00
AMERICAN SOCIETY OF COMPOSERS	57273	11/07/2025	Late Fee on Original Amount Due for Summer Concert Series Music Between Sets	6.81
ANDREW MOORE	57274	11/07/2025	Solarize Kenmore Rebate	1,000.00
ARMSTRONG SERVICES	57275	11/07/2025	Janitorial Svcs | Hangar, PW Office, CH	9,919.17
ASSOCIATED UNDERWATER SERVICES INC.	57276	11/07/2025	Log Boom Pier Inspeciton & Debris Removal	5,545.70
AURORA RENTS	57277	11/07/2025	Scissor Lift Rental - Camera Work	499.89
BRIDGE LATINO LLC	57278	11/07/2025	2025 PSSH Outreach	1,000.00
CALPORTLAND COMPANY	57279	11/07/2025	Materials | SW	53.43
CAPTURE SHARE REPEAT LLC	57280	11/07/2025	Port of Seattle Grant Proj 3 | Photography & Video	3,000.00
CASCADE PEST CONTROL	57281	11/07/2025	Oct 2025 Pest Control	451.38

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
CEDAR GROVE COMPOSTING, INC.	57282	11/07/2025	Compost for Jack Crawford Day	64.74
CIVICPLUS LLC	57283	11/07/2025	2025 CivicRec Annual Fee | Reservation Portal (3yr)	6,435.15
DAILY JOURNAL OF COMMERCE	57284	11/07/2025	Oct 2025 Condemnation Legal Notice	355.10
DE LA SOIL LLC	57285	11/07/2025	Platters for City Manager Reception 11/10/25	250.00
ELYON MAINTENANCE, INC.	57286	11/07/2025	Oct 2025 Landscaping Svcs SR522 | 25-C3100, Mitigation Mgmt, Landscape Maint 24-C3074	23,174.55
EVAN LAJAMBE	57287	11/07/2025	Solarize Kenmore Rebate	1,000.00
FEDEX	57288	11/07/2025	Duty Tax Owed on Product Shipped from Canada	9.75
FRANCISCO GARAY	57289	11/07/2025	Live Performance 2025 Dia de los Muertos	900.00
GCP WW HOLDCO, LLC	57290	11/07/2025	2025 Pant & Boot Allowance | RB	640.81
GORDON THOMAS HONEYWELL	57291	11/07/2025	Oct 2025 Consulting	4,650.00
INGLEMOOR HIGH SCHOOL	57292	11/07/2025	Nordic News 14 Page Advertisement	475.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	57293	11/07/2025	Oct 2025 Professional Svcs	33,526.11
JOHN BARTOL	57294	11/07/2025	Solarize Kenmore Rebate	1,000.00
KING COUNTY FINANCE	57295-57297	11/07/2025	Aug-Sept 2025 King Co. Discretionary Svc, Road Maint., Sept 2025 Bridge Inspection Svcs	29,285.77
KPFF CONSULTING ENGINEERS	57298	11/07/2025	Sept 2025 Proffesional Svcs | 22-C2862	20,159.59
LOUDEDGE, INC.	57299	11/07/2025	2025 Winterfest Flyer Designs	700.00
MARY MILLER STEPHENS	57300	11/07/2025	Oct 2025 Public Defense Screening | 12-C1097	1,250.00
NARWHAL MET, LLC	57301	11/07/2025	Nov 2025 Weather Monitoring Svcs	425.00
NELSON ELECTRIC, INC.	57302	11/07/2025	Two New Outlets added to CM Office | Lighting Syst. Work in Council Chambers	2,495.31
NORTHSHORE SENIOR CENTER	57303	11/07/2025	Q3 2025 Transportation Program	3,000.00
NORTHSHORE UTILITY DIST	57304-57305	11/07/2025	Jul-Sep 2025 Water & Irrigation | Sept 2025 Fleet Fuel & Maint.	15,393.78
OFFICE DEPOT	57306	11/07/2025	Misc. Office Supplies	35.44
OLYMPIC ENVIRONMENTAL RESOURCES INC	57307	11/07/2025	2025 Recycle Event | Fall Residential	22,701.87
O'REILLY/FIRST CALL	57308	11/07/2025	Fleet Supplies | Parks	12.11
OSBORN CONSULTING INC.	57309	11/07/2025	Sept 2025 NE 169th Culvert & Muck Creek Site Mitigation | 23-C2994	64,263.75
PARAMETRIX INC	57310	11/07/2025	Aug-Oct 2025 Professional Svcs | 24-C3075	18,992.10
PROCOM LLC	57311	11/07/2025	10/22/25 DOT Return to Duty Drug Test	72.00
PSR MECHANICAL, LLC	57312	11/07/2025	Senior Center HVAC Maintenance Program	1,041.40
PUGET SOUND PLANTS	57313	11/07/2025	Street Tree Replacements	2,330.64
QUADIENT FINANCE USA INC	57314	11/07/2025	Aug-Oct 2025 Postage	1,000.00
REGIONAL ANIMAL SERVICES OF KC	57315	11/07/2025	Oct 2025 Pet Licenses	105.00
RYATT CONSTRUCTION LLC	57316	11/07/2025	Sept-Oct 2025 Contractor PWOC Site Work 25-C3160	525,180.41
SAVIBANK	57317	11/07/2025	Escrow #1800002402 | Sept 2025 Retainage for Trico	10,643.15
SHI INTERNATIONAL CORP.	57318	11/07/2025	Computer Software	29.08
STAPLES	57319	11/07/2025	Supplies | CH & Hangar Maint., PW Office, Parks & Streets	1,237.72
STEWART MACNICHOLS HARMELL, INC.	57320	11/07/2025	Sept 2025 Public Defense Svcs | 06-C537	5,000.00
TARA DUNFORD	57321	11/07/2025	Oct 2025 Consulting Svcs	2,047.50
TRICO COMPANIES LLC	57322	11/07/2025	Sept 2025 Contractor | 61st Ave NE | 25-C3136	223,931.96
ULINE	57323	11/07/2025	Work Gloves for Crews	152.30
V2WORKS	57324	11/07/2025	Port of Sea Grant Proj 1 Findkenmore.org updates	2,136.00
VERIZON WIRELESS	57325	11/07/2025	Oct 2025 Machine to Machine Data Plan	50.04
WESTLAKE HARDWARE WA-153	57326	11/07/2025	Supplies & Materials | PW & KAPE	192.86
WETHERHOLT & ASSOCIATES, INC	57327	11/07/2025	Proj. Consultant | Hangar Ext. Wall Repair	5,000.00

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
WM CORPORATE SERVICES INC.	57328	11/07/2025	Oct 1-15 2025 Sweeper Dump Fees	3,868.44
ZIPLY FIBER	57329	11/07/2025	Oct-Nov Internet | PW Office	163.53
MISSION SQUARE / 109964	DFT0002922-2923	10/31/2025	City of Kenmore 401a & 401a Loan	30,691.84
DRS 457	DFT0002924-2925	10/31/2025	DRS 457 Deferred Comp	831.50
MISSION SQUARE 457 / 304745	DFT0002926-2930	10/31/2025	ICMA 457 Deferred Comp	8,393.08
NAVIA HSA	DFT0002931	10/31/2025	Employee Health Savings Contribution	250.76
PERS DEPT OF RETIREMENT SYSTEMS	DFT0002932-2939	10/31/2025	Public Employees Retirement	30,638.04
NAVIA FSA	DFT0002940	10/31/2025	Employee Flexible Spending Account	895.37
BANNER BANK 941 DEPOSIT	DFT0002941	10/31/2025	Federal Withholding, Medicare, Social Security	37,252.12
PAYROLL	Electronic Dep	10/31.2025	Direct Deposit	205,186.60
			Grand Total:	**1,861,143.73**

VENDOR HISTORY REPORT

01/01/2025 TO 11/07/2025

Name	Volume
2S DESIGN BUILD LLC	143,408.50
4IMPRINT	193.89
4LEAF INC	24,919.28
A & A LIMOUSINE & BUS SERVICE	9,212.00
A1 LANDSCAPING AND CONSTRUCTION, INC	2,250,127.63
ABRACADABRA PRINTING	1,515.25
ABS VALUATION	1,800.00
ACORN CONSULTING LLC	52,500.00
ADVANCE TESTING & SERVICE INC	2,090.00
AFLAC	328.90
AFRICANS ON THE EASTSIDE	2,250.00
AGORA REFRESHMENTS	2,047.97
AJ AND ASSOCIATES LLC	400.00
ALEX TREE SERVICE LLC	12,456.10
ALL CLIMATE HEATING AND AIR	335.27
ALLAN FRANCA VIDEOGRAPHER	1,550.00
ALPHAGRAPHICS	1,218.87
ALWAYS ACTIVE SERVICES LLC	146,258.00
AM TEST, INC	6,390.00
AMADOR FARMS	1.00
AMERICALL DIVISION OF ANSWERING SERVICE CARE LL	1,871.26
AMERICAN GENERAL LIFE GPO/400S	2,203.30
AMERICAN PUBLIC WORKS ASSOCIATION	2,015.00
AMERICAN SOCIETY OF COMPOSERS	401.44
AMERICAN TRAFFIC SOLUTIONS INC	489,705.14
AMY'S ARITISTIC EXPRESSIONS	1,995.00
ANCHOR QEA, LLC	1,294.72
ANDREW MOORE	1,000.00
ANNA ARNOTT	137.00
ANSER ADVISORY CONSULTING, LLC	42,103.00
APWA/WA CHAPTER	1,650.00
AQUATECHNEX LLC	26,689.39
ARMSTRONG SERVICES	99,191.70
ARTS OF KENMORE	4,951.80
ASPECT CONSULTING LLC	787.50
ASSOCIATED UNDERWATER SERVICES INC.	5,545.70
ASSOCIATION OF WA CITIES	32,200.88
ATHINA ABRAHAM	150.00
AURORA RENTS	6,120.35
AWC EMPLOYEE BENEFIT TRUST/VIMLY	1,062,974.32
AZTECA SYSTEMS, LLC	46,065.54
BADGER DAYLIGHTING CORP	3,145.33
BANNER BANK 941 DEPOSIT	817,312.68
BASTYR UNIVERSITY	50,250.00
BCN TELECOM, INC.	10,354.22

Name	Volume
BEAVERS NORTHWEST	9,386.79
BECKWITH CONSULTING GROUP	76,380.00
BERNICE CARBAUGH	9,642.80
BIZDIVERSITY	500.00
BLUE WAVE BAND	1,600.00
BOTHELL KENMORE CHAMBER OF COMMERCE	15,220.00
BOUNCE HOUSE LLC	1,998.15
BRETT TAKAHASHI	6.90
BRIDGE LATINO LLC	1,000.00
BRIGHT SPARK EARLY LEARNING SERVICES	600.00
Bud Clary Dodge/Chevrolet	51,863.98
BUILDERS EXCHANGE OF WASHINGTON INC	256.95
BULGER SAFE & LOCK, INC.	986.31
CALPORTLAND COMPANY	1,203.30
CANON FINANCIAL SERVICES, INC.	2,663.20
CAPITAL ONE TRADE CREDIT/MCLENDON	89.22
CAPITOL CITY PRESS INC	550.97
CAPTURE SHARE REPEAT LLC	3,000.00
CASCADE PEST CONTROL	2,810.52
CEDAR GROVE COMPOSTING, INC.	3,047.99
CENTER FOR HUMAN SERVICES	48,269.09
CENTRICITY GIS, LLC	28,468.75
Chandler Smith	171.43
CHICAGO TITLE	34.80
CHICAGO TITLE COMPANY OF WASHINGTON	1,502.00
CITY OF BELLEVUE	181,535.75
CITY OF KENT	575.00
CITY OF KIRKLAND	61,501.00
CITY OF LAKE FOREST PARK	83,861.00
CITY OF MAPLE VALLEY	1,779.02
CITY WIDE FENCE COMPANY, INC	5,642.24
CIVICPLUS LLC	21,957.05
CLEARVIEW NURSERY, INC.	738.04
CM HEATING INC.	16.85
CODE PUBLISHING COMPANY	5,976.02
COMCAST	10,972.14
COMCAST BUSINESS	13,488.68
COMMANDLINK	30,250.99
CONFLUENCE ENVIRONMENTAL COMPANY	41,509.21
CONSOLIDATED PRESS	16,737.38
CONTECH ENGINEERED SOLUTIONS, INC	21,807.00
CONVERGINT TECHNOLOGIES	1,369.79
CORINA PFEIL	240.00
COSTAR REALTY INFORMATION INC	9,477.20
COSTCO	65.00
COX PRINTING & SIGNS	396.70
CREATION ORGANICS, LLC	2,301.19
CREATIVE HOUSE BRANDING	679.00

Name	Volume
CUSTOMINK LLC	2,613.72
CWA CONSULTANTS, PS	30,800.00
D.P. NICOLI, INC.	1,139.17
DAILY JOURNAL OF COMMERCE	4,303.60
DAMODAR NAGANDLA	1,447.73
DANSOUND INC	8,440.16
DAVID JONES	244.11
DAVID MAN CHE CHAN	150.00
DAVID ORR	2,143.40
DAVID TALLENT	40.00
DAY WIRELESS SYSTEMS	1,079.96
DE LA SOIL LLC	500.00
DEERE & COMPANY	8,115.62
DEPARTMENT OF COMMERCE	115,295.96
DEPARTMENT OF LABOR AND INDUSTRIES	71,063.73
DEVON LEGER	5,000.00
DIVERSIFIED	10,417.00
DOMESTIC ABUSE WOMENS NETWORK	3,750.00
DREW MARTIN	4,000.00
DRS 457	18,093.00
DTG RECYCLE	47,232.91
E SQUARED SYSTEMS, LLC	1,449.13
EBIX, INC.	177.86
ELECTRONIC BUSINESS MACHINES	2,105.93
ELNAH JORDAN	3,500.00
ELYON MAINTENANCE, INC.	187,996.40
EMERALD FIRE LLC	5,903.41
ENVIRONMENTAL SYSTEMS RESEARCH INST	21,309.37
ERIC LONG	130.40
ESD - LTC	26,505.17
ESD - PFML	56,427.67
ESD - UI TAX ADMINISTRATION	6,211.60
EVAN LAJAMBE	1,000.00
EVERMARK, LLC	307.70
EXPLOREN BORGEN LLC	3,200.00
FACET NW, INC.	60,475.09
FEDEX	9.75
FERGUSON CONSULTING	50,000.00
FERGUSON WATERWORKS #3156	5,381.37
FIRE PROTECTION, INC	5,537.81
FLEMINGS HOLIDAY LIGHTING LLC	2,963.82
FLYNN BEC LP	7,774.61
FLYWAY RETAIL + LIVING	5,502.69
FOOTPRINT PROMOTIONS	435.29
FOURTEN CREATIVE	3,570.80
FRANCISCO GARAY	900.00
FRANKLIN COVEY	20,201.78
FUELCARE	3,300.32

Name	Volume
GALLO, ELHAM	442.49
GAMES2U	854.00
GAMETIME	493.43
GAYLEN SAUVE	600.00
GAYLYNN BRIEN	480.00
GCP WW HOLDCO, LLC	8,210.76
GMP CONSULTANTS LLC	25,575.65
GORDON THOMAS HONEYWELL	46,500.00
GOVERNMENT FINANCE OFFICERS ASSOC	225.00
GRAINGER	577.58
GRAND EVENT RENTALS	18,936.24
GRANICUS	7,302.76
GREAT FLOORS LLC	2,534.60
GYANCARLO GARCIA	848.97
H.D. FOWLER COMPANY	9,976.37
HARPER'S PLAYGROUND	3,888.00
HAWK EQUIPMENT SERVICES INC	1,212.22
HDR ENGINEERING, INC	8,768.50
HEALTH MANAGEMENT ASSOCIATES INC	10,937.50
HEIDELBERG MATERIALS	2,892.10
HERRERA ENVIRONMENTAL CONSULTANTS	16,680.95
HESTON PHOTOGRAPHY	2,074.41
HHX, LLC	1,811.51
HILLIS CLARK MARTIN & PETERSON P.S.	10,675.92
HIMA NURSERY, INC.	7,359.98
HOLMBERG COMPANY	3,357.73
HOME DEPOT CREDIT SERVICES	5,340.70
HONEY BUCKET	8,126.00
HORIZON DISTRIBUTORS INC	9,834.43
HOUSING CONNECTOR	3,750.00
HRA VEBA TRUST	47,716.87
HUNTINGTON TECHNOLOGY FINANCE	24,221.71
ICAP TRUST	7,500.00
ICLEI	1,200.00
INGLEMOOR HIGH SCHOOL	570.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	347,276.61
INTEGRA REALTY RESOURCES - SEATTLE	8,000.00
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	505.00
IRUM YASIR BUTT	250.00
ISABELLE MAADI	490.92
IVONNE CASTRO	150.00
iWORQ SYSTEMS	2,800.00
JACOBS ENGINEERING GROUP	432,484.93
JAMES E SAUERS	3,394.50
JANET RAYOR	675.00
JANET SHAW	103.00
JASON RICHARD SPERLING	250.00
JET CITY PRINTING	2,361.37

Name	Volume
JOHN BARTOL	1,000.00
KAMINS CONSTRUCTION INC.	110,605.00
KBA INC.	164,346.68
KELLEY PORTER	248.00
KENDALL FORD OF MARYSVILLE	52,050.68
KENMORE ELEMENTARY PTA	5,000.00
KENMORE HERITAGE SOCIETY	2,500.00
KENMORE LINK LLC	7,500.00
KENMORE MIDDLE SCHOOL	10,750.00
KENMORE SENIOR CENTER	7,812.50
KEY CODE MEDIA, INC.	1,025.47
KIMLEY HORN AND ASSOCIATES, INC.	51,966.00
KINDFIRE CREATIVE	1,200.00
KING COUNTY BAR ASSOCIATION	200.00
KING COUNTY FINANCE	336,615.90
KING COUNTY FINANCE	3,429.24
KING COUNTY FINANCE	8,145.94
KING COUNTY FINANCE W.L.R.D.	9,533.00
KING COUNTY MUNICIPAL CLERKS ASSOC	145.00
KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
KING COUNTY RECORDER'S OFFICE	305.50
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	47,666.00
KING COUNTY SHERIFF	3,409,768.65
KING COUNTY TREASURY	90,595.17
KITTRICH CORP	863.97
KOMPAN, INC	310.35
KPFF CONSULTING ENGINEERS	547,429.32
LAKE CITY PARTNERS ENDING HOMELESSNESS	63,500.00
LAKESIDE INDUSTRIES	1,248.57
LANGUAGE LINE SERVICES, INC.	862.92
LIGHTHOUSE CONSULTING INC	143,724.45
LINCOLN NATIONAL LIFE INSURANCE	24,882.88
LISETTE TERRY	697.32
LOUDEDGE, INC.	1,395.00
MACDONALD MILLER FACILITY SOLUTIONS	9,157.62
MARINE FLOATS CORPORATION	11,272.32
MARY MILLER STEPHENS	12,500.00
MATRIX CONSULTING GROUP, LTD	31,200.00
McGRATH HUMAN RESOURCES GROUP	4,000.00
MCKINSTRY	11,295.50
MELANIE O'CAIN	657.00
MICHAEL CHAMBERLAIN	189.60
MICHELLE KANG	79.16
MINAL GUHE	400.00
MINUTEMAN PRESS	26,980.07
MISSION SQUARE / 109964	670,411.55
MISSION SQUARE 457 / 304745	171,461.72
MISSY RAINES	4,000.00

Name	Volume
MOJO STRATEGIES	7,088.25
MOORLANDS GROVE, LLC	7,500.00
MORGAN SOUND INC	4,900.10
MORGAN STANLEY CAPITAL MANAGEMENT LLC	10,000.00
MORUP SIGNS, INC.	1,768.72
MPH INDUSTRIES, INC	305.81
MSR COMMUNITIES LLC	7,500.00
MSR KENMORE CREEK HOMES	7,500.00
MSR TRI AT INGLEWOOD LLC	7,500.00
NAMI EASTSIDE	7,187.50
NARWHAL MET, LLC	4,250.00
NATIONAL BARRICADE CO., LLC	8,448.00
NATIONAL LIFE INSURANCE CO.	375.00
NATIONAL SCLERODERMA FOUNDATION	150.00
NAVIA FSA	32,348.04
NAVIA HSA	14,016.72
NELSON ELECTRIC, INC.	12,307.30
NELSON TRUCK EQUIPMENT CO	4,805.74
NICKOLAI MEDVEDITSKOV	3,877.30
NIGEL HERBIG	1,458.91
NIKHIL PATNE	250.00
NORTH AMERICAN SAFETY, INC.	2,588.00
NORTH PACIFIC HOMES LLC	29,369.40
NORTHSHORE PARK & REC SERVICE AREA	2,720.00
NORTHSHORE SCHOOL DISTRICT	679,981.95
NORTHSHORE SCHOOLS FOUNDATION	4,500.00
NORTHSHORE SENIOR CENTER	51,812.50
NORTHSHORE UTILITY DIST	131,816.67
NORTHSHORE YOUTH SOCCER ASSOC.	55.00
NORTHWEST ARBORICULTURE LLC	20,200.90
NORTHWEST PAVEMENT MANAGEMENT ASSOCIATION	700.00
NORTHWEST TROPHY	148.78
NUHSA	1,871.00
OFFICE DEPOT	5,990.86
OLBRECHTS & ASSOCIATES, PLLC	4,461.25
OLDCASTLE INFRASTRUCTURE, INC	1,475.71
OLSON BROTHERS PRO VAC LLC	106,062.95
OLYMPIC ENVIRONMENTAL RESOURCES INC	51,159.99
OLYMPIC NURSERY INC	4,405.25
OPEN DOORS FOR MULTICULTURAL FAMILIES	3,750.00
O'REILLY/FIRST CALL	453.96
OSBORN CONSULTING INC.	318,198.43
OSTROMS	49.00
OUR FAMILY FARM	22.00
OUTCOMES BY LEVY, LLC	10,200.00
PACE ENGINEERS, INC.	83,158.00
PACIFIC AIR CONTROL, INC.	16,525.58
PACIFIC TOPSOILS	9,962.91

Name	Volume
PANE'N THE GLASS WINDOW CLEANING LLC	1,100.00
PanGEO, INC	1,472.50
PARAMETRIX INC	385,910.03
PARDALIS GROUP III LLC	3,500.00
PARKROSE/McLENDONS HARDWARE	450.27
PARMA POST & POLE, INC.	1,027.06
PAWS	6,089.00
PENDLETON CONSULTING LLC	9,348.00
PERFORMANCE SYSTEMS INTEGRATION LLC	758.21
PERS DEPT OF RETIREMENT SYSTEMS	807,767.11
PETER SCHROEDER	592.06
PETTY CASH CUSTODIAN	35.26
PHILLIP TAVEL	4,000.00
PLYWOOD SUPPLY	806.07
PREMIER MEDIA GROUP	1,000.00
PRIME HOMES LLC	7,500.00
PROCOM LLC	194.00
PSR MECHANICAL, LLC	5,681.96
PUGET SOUND CLEAN AIR AGENCY	5,845.75
PUGET SOUND EMERGENCY RADIO NETWORK OPERAT	4,492.80
PUGET SOUND ENERGY	346,558.48
PUGET SOUND FINANCE OFFICERS ASSOC	80.00
PUGET SOUND PLANTS	4,117.95
PULTEGROUP	7,500.00
QUADIENT FINANCE USA INC	4,883.49
QUADIENT LEASING USA, INC.	1,937.31
R&R FOUNDATION SPECIALIST	18.06
RAINGARDENS NORTHWEST, INC	1,895.88
RAKESH CHAKARI MALLAREPPA	250.00
RAMEZ DEBBAS	12,511.86
RECLAIM LAND MANAGEMENT LLC	1,309.20
RED VALVE COMPANY, INC	1,710.00
REGIONAL ANIMAL SERVICES OF KC	8,773.00
REGIONAL CRISIS RESPONSE AGENCY	156,099.75
REPUBLIC SERVICES #172	21,448.39
RISAN ATHLETICS, INC.	1,157.05
RM HOMES LLC	7,500.00
ROADWAY MANAGEMENT TECHNOLOGIES LLC	23,142.00
ROBERT BLAKE	500.00
ROMAN YEROKHIN	6,051.20
ROOPCHAND NARKEDAMILLI	125.00
ROSS MAYER	109.66
RUSSELL BROWN	26.91
RYATT CONSTRUCTION LLC	525,180.41
SAGACITY MEDIA, INC.	1,200.00
SAMANTHA LOYUK	143.00
SAMUEL RODRIGUEZ	210.00
SARAH ROBERTS	137,126.23

Name	Volume
SAVIBANK	37,209.98
SCHINDLER ELEVATOR CORPORATION	4,370.05
SCORE	142,684.22
SEATTLE PUMP & EQUIPMENT CO	4,853.35
SEATTLE RECONOMY	500.00
SEATTLE TIMES	12,703.85
SEATTLE'S CHILD	3,550.00
SELENA FITCH	885.05
SELLEN CONSTRUCTION COMPANY, INC.	8,649.60
SENTINEL OFFENDER SERVICES, LLC	609.50
SHANNON & WILSON, INC.	1,800.00
SHERI GRIMES	40.00
SHERWIN WILLIAMS CO.	1,908.64
SHI INTERNATIONAL CORP.	49,241.64
SHIELD OF ARMOR SAFETY LLC	1,912.50
SHORELINE FIRE DEPT	300.00
SHRED IT, C/O STERICYCLE, INC>	1,151.67
SIGN CONNEXTION LLC	5,070.97
SISKUN POWER EQUIPMENT	5,264.04
SITESCAPES, INC.	2,790.00
SNOHOMISH COUNTY	39,314.00
SOFTWAREONE, INC.	663.29
SOMERSAULT WELLNESS LLC	3,300.00
SOUND PUBLISHING, INC.	500.00
SOUND SAFETY PRODUCTS CO.	361.60
SP & CO/SUSSMAN PREJZA & CO	7,250.00
SPECIALTY DOOR SERVICE, INC.	1,447.40
STAPLES	24,314.28
STATE AUDITOR'S OFFICE	22,603.75
STATE OF WA DEPT. OF LICENSING	1.60
STEPHANIE LUCASH	322.00
STEVE GOEWEY	752.89
STEWART MACNICHOLS HARMELL, INC.	50,000.00
SUNBELT RENTALS	3,760.57
SUPERION, LLC	31,244.17
SUPREME PLUMBING CO, LLC	782.40
T MOBILE USA, INC.	18,002.84
TACOMA SCREW PRODUCTS, INC.	58.26
TARA DUNFORD	4,192.50
TASTAD CONSTRUCTION INC	199,338.20
TERI KILLGORE	1,288.45
THE LODGE AT ST. EDWARD PARK	5,081.82
THE ORIGINAL POOP BAGS	3,499.74
THOMCO CONSTRUCTION, INC.	50,000.00
TOASTMASTERS INTERNATIONAL	250.00
TOTAL LANDSCAPE CORP	220,588.70
TOURNESOL SITEWORKS, LLC	2,589.70
Town and Country Fence Inc.	20,740.84

Name	Volume
TRICO COMPANIES LLC	782,898.07
TRUGREEN	3,587.32
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESO	2,206.11
TUBE ART DISPLAYS, INC	2,383.63
TYLER TECHNOLOGIES, INC.	1,212.65
U.S. BANK	1,436.99
U.S. BANK N.A. / CUSTODY	404.00
U.S. BANK PURCHASE CARDS	256,159.39
ULINE	3,237.13
UNITED RENTALS NW, INC	2,215.01
UPS STORE KENMORE	535.86
URBAN ACCESSORIES, INC.	3,960.59
US POSTAL SERVICE	7,275.84
UTILITIES UNDERGROUND LOCATION CTR	2,114.43
V2WORKS	9,973.50
VAUGHAN, KENT	1,382.24
VECA ELECTRIC & TECHNOLOGIES, LLC	43,021.00
VERIZON WIRELESS	500.42
VINIT KELKAR	250.00
WA ASSOC OF BUILDING OFFICIALS	290.00
WA CITIES INSURANCE AUTHORITY	907,745.00
WA STATE DEPT OF ENTERPRISE SVCS	12,761.16
WA STATE DEPT OF LABOR & INDUSTRIES	398.40
WA STATE DEPT OF TRANSPORTATION	2,073.77
WA STATE DEPT OF TRANSPORTATION	176.28
WAGNER ARCHITECTS	869,864.19
WALTER E. NELSON CO.	1,492.37
WAPRO	220.00
WASHINGTON ASSOCIATION OF CONSERVATION DISTF	1,759.31
WASHINGTON AUDIOLOGY SERVICES, INC.	1,163.40
WASHINGTON AUTISM ALLIANCE	1,500.00
WASHINGTON CITY/COUNTY MGMT ASSOC	2,660.00
WASHINGTON STATE DEPARTMENT OF ECOLOGY	36,647.00
WASHINGTON STATE OFFICE CASH MGMT	1,135.50
WASHINGTON STATE TREASURER	3,051.76
WEST COAST PLUMBING AND HEATING, INC.	823.20
WESTERN DISPLAY FIREWORKS, LTD.	32,000.00
WESTERN ENTRANCE TECHNOLOGY, LLC	1,223.22
WESTERN SYSTEMS, INC	19,494.88
WESTLAKE HARDWARE WA-153	4,741.84
WETHERHOLT & ASSOCIATES, INC	5,000.00
WILLIAM HEALY	475.00
WM CORPORATE SERVICES INC.	44,432.67
WONDERLAND CHILD & FAMILY SERVICES	500.00
WOODINVILLE FARMERS MARKET	20,000.00
WSDOT/LTAP CENTER	525.00
XEROX CORPORATION	5,502.80
XYLEM LLC	5,643.91

Name	Volume
YOU LEE KIM	150.00
ZACHARY SERLETH	3,000.00
ZESBAUGH, INC.	1,542.80
ZIPLY FIBER	8,532.71
ZONAR SYSTEMS	544.56
ZUMAR	3,651.47

2025-11-07 Voucher List for Approval

Final Audit Report 2025-11-19

Created:	2025-11-18
By:	Jenilee Knox (jknox@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArLiD1vl_on68Y2_6cjzU32_DGWO9FPr-

"2025-11-07 Voucher List for Approval" History

Document created by Jenilee Knox (jknox@kenmorewa.gov)
2025-11-18 - 8:40:50 PM GMT

Document emailed to Melinda Merrell (mmerrell@kenmorewa.gov) for signature
2025-11-18 - 8:42:18 PM GMT

Email viewed by Melinda Merrell (mmerrell@kenmorewa.gov)
2025-11-18 - 10:10:08 PM GMT

Document e-signed by Melinda Merrell (mmerrell@kenmorewa.gov)
Signature Date: 2025-11-18 - 10:13:05 PM GMT - Time Source: server

Document emailed to Teri Killgore (tkillgore@kenmorewa.gov) for signature
2025-11-18 - 10:13:06 PM GMT

Email viewed by Teri Killgore (tkillgore@kenmorewa.gov)
2025-11-19 - 5:33:34 PM GMT

Document e-signed by Teri Killgore (tkillgore@kenmorewa.gov)
Signature Date: 2025-11-19 - 5:37:59 PM GMT - Time Source: server

Agreement completed.
2025-11-19 - 5:37:59 PM GMT

Adobe Acrobat Sign

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Kenmore Municipal Code Title 12 Update **Department:** Engineering **Prepared by:** John Vicente Engineering Director **Attachments:** Attachment 1: Ordinance 25-0627 with Redline Changes to Title 12	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒Adopt/Approve ☐Authorize ☐Other: Adopt Ordinance 25-0627 and update Title 12 of the Kenmore Municipal Code

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
11/14/2025	8/21/2025	NA	11/20/2025	NA

Summary/Background:

Staff is seeking council approval of Ordinance 25-0627 and approving the changes to Title 12 of the Kenmore Municipal Code.

To summarize what was discussed at the September 22, 2025 council meeting:

The following chapters in Title 12 have proposed amendments for approval:

- 12.05 – General Provisions
- 12.40 – Permit System for Use of City Real Property
- 12.55 – Utilities on City Right-of-Way

The purpose of the amendments is to provide clarification on some items, eliminate conflicting terminology elsewhere within the code, identify the official communication path for utility driven relocations, and add vegetation management requirements around the safe zone of utilities. See Attachment 1 for the changes proposed.

Changes to the Road Standards were presented at this council meeting but additional evaluation is needed before moving forward with these changes and therefore recommendation to amend KMC Chapter 12.50 is not included in this ordinance.

Previous Council Action(s):

The proposed changes were presented to city council on September 22, 2025.

Fiscal Consideration:

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

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

This update to Title 12 supports the following DEIA objectives:

Objective 2.1: Develop and implement inclusive and equitable policies.

City Council Priorities or Budget Objective Being Addressed:

This update to Title 12 supports the following council priorities:

Core mission – City governance, ensure public safety, and maintain the City's infrastructure

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 25-0627

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING CHAPTERS 12.05, 12.40, 12.55 OF THE KENMORE MUNICIPAL CODE TO UPDATE AND CLARIFY CODE PROVISIONS INCLUDING UTILITY RESPONSIBILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 12 of the Kenmore Municipal Code (KMC) establishes regulation for use of the public right-of-way; and

WHEREAS, City staff has proposed the adoption of new and updated changes to Title 12 KMC; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act issued a determination of non-significance for the proposed Title 12 KMC changes; and

WHEREAS, on September 22, 2025, the City Council was presented with and considered the proposed changes to Title 12; and

WHEREAS, the City Council desires to adopt the Proposed Amendments to Title 12;

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

Section 1. Amendment. The City Council amends: 1) Chapter 12.05 of the Kenmore Municipal Code, “General Provisions”; 2) Chapter 12.40 of the Kenmore Municipal Code, “Permit System for use of City Real Property”; and 3) Chapter 12.55 of the Kenmore Municipal Code, “Utilities on City Right-of-Way” to read as set forth in Attachment A, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, phrase or word thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or words be declared unconstitutional.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF _____, 2025.

CITY OF KENMORE

_____
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

_____
Scott Passey, City Clerk

Approved as to form:

_____
Dawn Reitan, City Attorney

Filed with the City Clerk: 11/21/2025
Passed by the City Council:
Ordinance No.: 25-0627
Date of Publication:
Effective Date:

Chapter 12.05

GENERAL PROVISIONS

Sections:

12.05.010 *Repealed.*
12.05.015 Intent.
12.05.020 Financial guarantees authorized.
12.05.030 Definitions.
12.05.040 Removal of facilities and personal property in City rights-of-way.
12.05.050 Violation – Enforcement – Penalty.

12.05.010 Relationship to comprehensive plan and Growth Management Act.
Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.02.010).]

12.05.015 Intent.
A. This code is enacted to protect and preserve the public health, safety and welfare. Its provisions shall be liberally construed for the accomplishment of these purposes. It is also the purpose of this code to regulate activities within the *rights-of-way* in the interest of public health, safety and welfare; and to provide for the fees, charges, enforcement, and procedures required to administer such regulations.

B. It is expressly the purpose of this code and any procedures adopted hereunder to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code or any procedures adopted hereunder.

C. It is the specific intent of this code and any procedures adopted hereunder to place the obligation of complying with the requirements of this code upon the persons, organizations, *utility*, or *permittees* adjacent to or seeking to use the rights-of-way, and no provision is intended to impose any duty upon the City of Kenmore, or any of its officers, employees or agents. Nothing contained in this code or any procedures adopted hereunder is intended to be or shall be construed to create or form the basis for liability on the part of the City of Kenmore, or its officers, employees or agents, for any injury or damage resulting from the failure of the persons, organizations, *utility*, or *permittees* to comply with the provisions hereof, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this code or any procedures adopted hereunder by the City of Kenmore, its officers, employees or agents.

D. All *work* performed or contracted by the *City* within the *right-of-way* is exempt from the permitting requirements outlined in this title. [Ord. 23-0578 § 2 (Exh. 1).]

12.05.020 Financial guarantees authorized.
The *city manager* is authorized to require all *applicants* issued permits or approvals under the provisions of this title to post financial guarantees consistent with the provisions of KMC Title 21. [Ord. 23-0578 § 2 (Exh. 1).]

12.05.030 Definitions.
This section contains definitions of terms used throughout this title.

A. “Abutting property” means real property having a frontage upon or common boundary with the sides or margins of any road or right-of-way.

B. “Applicant” means a property owner(s), person(s), company, public agency, or public or private utility, or authorized agent of the applicant who files an application for a permit under this title requesting approval to access/use publicly owned land or right-of-way.

C. “Application” means an application form supplied by the City and completed by the *applicant*, payment for the required application fee(s), and related property site, driveway, roadway, traffic information, and any other documentation as determined necessary by the City in the evaluation of the application.

D. “City” means the City of Kenmore.

E. “City manager” means the City of Kenmore city manager or his or her designee(s).

F. “City engineer” means the city engineer herein authorized with the same powers specified in RCW 36.75.050 and Chapter 36.80 RCW, or his/her authorized representatives. Whereas “County” shall be replaced with “City” throughout and all references to “board” shall mean the city council.

G. “City project” means any work performed by the City (either with City personnel or by way of contract) including but not limited to capital projects, *maintenance*, or repair/*restoration* activities.

H. “City property” means all City real property, including but not limited to recreational trails, critical areas, roads, parks and dedicated open space, that is owned by the City.

I. “Contractor” means any person, firm, corporation, or other entity who or which, in the pursuit of an independent business undertakes to, or offers to undertake, or submits a bid to, construct, alter, repair, add to, subtract from, improve, develop, move, wreck, demolish, or excavate for any structure, road, sidewalk or other infrastructure below ground, at ground or above ground.

J. “Curb” means a cement, concrete or asphalt raised structure designed to delineate the edge of the travel way or pavement, to separate the vehicular portion from that provided for pedestrians or bicyclists, and for surface water drainage control.

K. “Department” means the City department or outside agency assigned by the city manager to administer a portion of the municipal code.

L. “Development” means any activity that requires a permit or approval, including, but not limited to, a right-of-way use permit (limited, access, and encroachment), *special use permit*, utility permit, right of use agreement, connection permit, or right-of-way vacation.

M. “Encroachment” means any structure, object, or obstruction, including, but not limited to, building extension, marquee, fence, stairway, railing, retaining wall, artwork, private landscaping, barriers, or any other building or structure constructed, erected or maintained in, over or under any public place, right-of-way, easement, roadway, parking strip and/or sidewalk, including the airspace above them.

N. “Engineering permit” means a *permit* authorizing the use or improvement of privately owned property. Permitted activities include clearing, grading, roads, drainage facilities, utilities.

O. “Facility” or “facilities” means any pole, pipe, line, pipeline, cable, vault, antenna, appurtenances, fixtures, conduit, guys, anchors, vaults, attachments, fencing, or other equipment or structure owned and/or operated by a utility company or public/private agency necessary for a fully functional system.

P. “Franchise” means an agreement granting the nonexclusive right, privilege, and authority to occupy the right-of-way.

Q. “Highway” means the same as “road.”

R. “Maintenance” means the routine upkeep of the right-of-way or property, equipment, materials, etc., to retain its original function and/or to allow for access or safety.

S. “Permit” means any activity requiring written approval issued by the *City*, subject to conditions stated therein, authorizing the use, construction, alteration, reconstruction, relocation, *maintenance*, or development within the right-of-way or publicly owned real property. This includes, but not limited to, reclassification of a road, street vacation, and traffic control devices.

T. “Permittee” means the same as “applicant.”

T. “Person” means all persons, groups, firms, partnerships, corporations, clubs, and all associations or combination of persons whenever acting for themselves or as an agent, servant, or employee;

U. “Professional engineer” means a civil engineer with an active status license in the state of Washington registered in accordance with Chapter 18.43 RCW.

V. “Property owner” means a person(s) or entity with ownership of real (fee title and/or mortgages) or personal property.

W. “Restoration” means activities necessary to replace, repair or otherwise restore the *right-of-way* and adjacent private property and all features contained within to the same or better condition as existed prior to any construction and in compliance with the Road Standards.

X. “Right-of-way” means land and the space above and below, property or property interest, such as a right-of-way use easement, as well as bridges, trestles, or other structures, dedicated to, or otherwise acquired by the City of Kenmore and located within the jurisdictional limits of the City of Kenmore for public motor vehicle, pedestrian, bicycle, or other nonmotorized transportation purposes, including, but not limited to, roads and trails, whether or not opened, improved or maintained for public transportation purposes.

Y. “Right-of-way use agreement” is an agreement with the City through which is granted a site-specific and revocable privilege to use City right-of-way at a location identified in the agreement for *facilities* and *wireless communication facilities*, and through which are set forth the terms and conditions for exercising the granted privilege to use the City right-of-way. The *city manager* shall have the discretion to use right-of-way use agreements for other purposes as needed.

Z. “Right-of-way use permit, limited” means a *permit* authorizing a person to enter, use and/or improve City right-of-way.

AA. “Right-of-way use permit, access” means a *permit* authorizing to enter and use unopened City right-of-way for a subdivision or property access.

BB. “Right-of-way use permit, encroachment” means a *permit* authorizing the use of the City right-of-way for an *encroachment*.

CC. “Right-of-way utility permit” means a document issued under the authority of the city manager which provides specific authorization, requirements, and conditions for specific utility work at specific locations.

DD. “Road” means the improvements contained within the full width of the right-of-way boundary lines including permanent right-of-way easements obtained for use of the public for purposes of vehicle, pedestrian, and bicycle travel and storm drainage (same as highway as defined by RCW 46.04.197 and city street as defined in RCW 46.04.120).

EE. “Road Standards” means the City of Kenmore Road Standards adopted under Chapter 12.50 KMC.

FF. “Sidewalk” means that space between the *curb* line or the edge of paved travel lane and the *abutting property*, set aside and intended for the use of pedestrians, improved by paving with cement concrete or asphaltic concrete.

GG. “~~Special~~ Public use permit” means a *permit* for the use of *City property* issued pursuant to this title.

HH. “Street” means the same as “road.”

II. “Traveled way” means the marked or designated travel portion of the *road* that is designated for vehicular, bicycle, pedestrian and any other alternative form of transportation. For pedestrian, the traveled way is defined by the marked space (through signage, striping, symbols, or a combination thereof) or the full width of sidewalk. For bicycle and other alternative forms of transportation, the traveled way is defined by pavement markings, signage, or symbols or a combination thereof. For vehicular traveled way, see KMC 10.20.015.

JJ. “Unimproved *right-of-way*” means any *right-of-way* or portion thereof that has not been improved by the *City* for the use of public transportation. Unimproved right-of-way may contain *facilities*.

KK. “Utility” means private and public providers/owners of utility infrastructure, including water, wastewater, electric, telephone, telegraph, telecommunications, fiber optic, wireless services, cable television, natural gas lines, and solid waste.

LL. “Wireless” means transmissions through the airwaves including, but not limited to, infrared line of sight, cellular, microwave, or satellite.

MM. “Wireless communication facility” generally means an unmanned *facility* for the transmission and/or reception of radio frequency (RF) signals or other *wireless* communications, typically consisting of one or more antennas, a transmission or alternative transmission support structure, cables and other transmission equipment, and an equipment enclosure or cabinets. “*Wireless* communication facility” shall not include equipment intended solely for internal household or business use such as *wireless* modems, cellular signal boosters, or personal cellular cellspots.

NN. “Wireless communication provider” means every person that owns, controls, operates or manages a wireless communication facility within the right-of-way for the purpose of offering wireless communications services (i.e., transmission for hire of information in electronic or optical form, including, but not limited to, voice, video, or data).

OO. “Work” means any construction or alteration of existing infrastructure, maintenance, or other improvements or actions whether identified under an approved *permit* or not.

PP. “WSDOT” means the Washington State Department of Transportation. [Ord. 23-0578 § 2 (Exh. 1).]

12.05.040 Removal of facilities and personal property in City rights-of-way.
Except as may be required by Chapter 35.99 RCW, any *utility*, company or person (hereby referred to as *owner*) that locates any *facilities* or personal property in the *right-of-way* shall relocate, remove or reroute said *facilities* or personal property, as ordered and in the time frame required by the *City* per this title, at no expense or liability to the *City*. If an *owner* fails to timely perform such *relocation, removal, or reroute*, then the *city manager* may, but is not required to, order and complete all actions necessary to remove the *facilities* or personal property from the *right-of-way*. The *city manager* may require the *owner* to reimburse the *City* for the reasonable actual costs of removal, including *City* overhead (provided, that in no event shall such overhead exceed 10 percent of the total costs, fees and expenses of third parties), within 30 days of the *City’s* invoice. In addition, the *owner* shall indemnify, protect and hold harmless the *City* from any third-party claims for service interruptions or other losses in connection with any such change or removal of the *facilities* or personal property, other than the *City’s* negligence or willful misconduct. [Ord. 23-0578 § 2 (Exh. 1).]

12.05.050 Violation – Enforcement – Penalty.
A. The violation of or failure to comply with any provision of this title is declared to be unlawful. The *city manager* shall have the authority to enforce this title and to adopt procedures for the purpose of implementing or carrying out other responsibilities required by this title.

B. Any violation or failure to comply with any provision of this title is a civil violation as provided for in Chapter 1.20 KMC, for which a monetary penalty may be assessed and abatement may be required as provided herein. Unless otherwise noted elsewhere within this title, the *city manager* may, but is not required to, seek voluntary correction pursuant to KMC 1.20.070, prior to the assessment of monetary penalties for violation of this title. [Ord. 23-0578 § 2 (Exh. 1).]

Chapter 12.40

PERMIT SYSTEM FOR USE OF CITY REAL PROPERTY

Sections:

12.40.010 *Repealed.*
12.40.020 Permit requirement.
12.40.040 Permit issuance.
12.40.050 Liability.
12.40.060 Additional requirements.
12.40.080 Interpretation.
12.40.090 Enforcement.
12.40.100 *Repealed.*
12.40.110 Permit – Fees.

12.40.010 Definitions.
Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.010).]

12.40.020 Permit requirement.
A. ~~*Special*~~ *Public use permits* shall be required for any use of *City*-owned real property, except uses regulated pursuant to Chapter 12.55 KMC, Chapter 12.35 KMC relating to *right-of-way use permits*, or special event permits approved and permitted in accordance with Chapter 8.40 KMC. Examples of ~~special~~ public uses include, but are not limited to, storage of materials not associated with a special event, *utility* services, temporary construction or repair/*maintenance* activities associated with adjacent properties, or temporary access.

B. Upon receipt of an *application* for a ~~special~~ *public use permit*, the *city manager* shall determine whether the proposed use is upon *City*-owned real property.

C. The *department* shall evaluate the feasibility of the proposed use, its impact on other uses of the *City property* and its impact on public health and safety. Based on this evaluation, the *department* shall recommend whether the permit should be issued.

D. In all cases, the *City* shall be responsible for assuring that any *application* meets the requirements of the critical areas code set out in Chapter 18.55 KMC and the administrative rules promulgated thereunder before the permit is issued. [Ord. 23-0578 § 2 (Exh. 1).]

12.40.040 Permit issuance.
A. Upon filing of a complete *application*, approval of the *application*, payment of the administrative fee and posting of any required bond, the *city manager* may issue a permit authorizing the designated use of *City* real property by the *permittee*.

B. The *permit* may require site *restoration* to certain standards in view of the nature and duration of the ~~special~~ public use. In addition, conditions may be set to assure compliance with *City* policies, ordinances and other applicable laws and regulations.

C. The permit *applicant* may be required to post a performance bond in an amount which will:

1. Guarantee the use will comply with standards and conditions prescribed by the *City*; and

2. Guarantee *restoration* of the *City property* to a condition consistent with the ~~*special*~~ *public use permit* and the *City's* own use of its property.

D. ~~*Special*~~ *Public use permits* are temporary in nature and shall expire six months from date of issuance.

E. The *applicant* may apply for an extension to the ~~*special*~~ *public use permit*. Permit extensions shall be submitted within 21 calendar days of *permit* expiration. Upon written *application* for an extension, payment of any fees, and

being found to comply with the conditions and requirements of the original *permit*, the *permit* may be extended. *Permits* shall be limited to one six-month extension only. Additional *permit* extensions are permitted for special circumstances pursuant to KMC 12.35.040(F)(3). [Ord. 23-0578 § 2 (Exh. 1).]

12.40.050 Liability.
The permit *applicant* shall be solely responsible for the adequate operation and *maintenance* of any *work* constructed by the *permittee* and shall assume liability for all injuries to persons or property resulting from activities pursuant to the ~~*special*~~ *public use permit*. [Ord. 23-0578 § 2 (Exh. 1).]

12.40.060 Additional requirements.
A. Survey. When considered necessary by the *city manager* to adequately determine the limits of the *City property*, improvements on *City property*, and/or area of use, the permit *applicant* shall cause the *City property* to be surveyed by a Washington State licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act. The cost of such survey shall be paid by the permit *applicant*. [Ord. 23-0578 § 2 (Exh. 1).]

12.40.080 Interpretation.
Permits issued pursuant to this chapter shall not be construed to convey any vested right of ownership interest in any *City property*. [Ord. 23-0578 § 2 (Exh. 1).]

12.40.090 Enforcement.
The *city manager* is authorized to enforce the provisions of this chapter, pursuant to Chapter 1.20 KMC. [Ord. 23-0578 § 2 (Exh. 1).]

12.40.100 Severability.
Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.090).]

12.40.110 Permit – Fees.
A. The *permittee* shall pay the fees at the rates imposed by the city council by resolution.

B. The fees shall be collected in accordance with administrative procedures developed by the *department*. [Ord. 23-0578 § 2 (Exh. 1).]

Chapter 12.55

UTILITIES ON CITY RIGHT-OF-WAY

Sections:

12.55.005 General provisions.
12.55.010 Purpose.
12.55.020 Utility permit – Required.
12.55.030 Utility permit – Application.
12.55.040 Utility permit – Fees.
12.55.050 *Repealed.*
12.55.060 Utility permit – Application – Review – Form.
12.55.065 Utility permit – Expiration/extension.
12.55.070 Emergencies.
12.55.080 Policy on accommodation of utilities.
12.55.090 Coordination of right-of-way construction.
12.55.100 Performance guarantee required.
12.55.110 *Repealed.*
12.55.115 Insurance and indemnification.
12.55.120 Job start notification.
12.55.130 Enforcement.
12.55.135 *Repealed.*
12.55.140 *Repealed.*
12.55.145 Working hours and road closures.
12.55.150 Utility locates.
12.55.155 Aesthetic and scenic considerations.
12.55.160 Adjustments and relocations.
12.55.165 Facility security and safety.
12.55.170 Abandonment.
12.55.175 Right-of-way vacations.

12.55.005 General provisions.

A. The requirements of this chapter shall apply to the installation, *replacement*, adjustment, relocation, repair, and *maintenance* of all above and below ground *facilities* within the *right-of-way*. The requirements of this chapter shall also apply to all traffic control devices placed within the *right-of-way* by *utilities* in conjunction with any *work*.

B. All *utilities* with *facilities* within the *right-of-way* shall comply with the requirements of this chapter and with all applicable federal, state, and local laws, codes, rules and regulations.

C. If a direct conflict exists between the requirements of this chapter and the requirements established in an effective *franchise* and/or *utility* permit, then the terms of the *utility* permit shall control first followed by the *franchise* agreement and lastly by this chapter. The city manager shall make any final decisions on whether a conflict exists.

D. Compliance with this chapter does not relieve the *utility* or its representatives from the responsibility of meeting other applicable codes, standards or regulations and does not preclude the need for obtaining any pertinent federal, state, or other local permits. Identification of and compliance with other required permits and applicable regulations is the sole responsibility of the *utility* or its representative.

E. It shall be the responsibility of any *utility* installing, relocating, adjusting, repairing, maintaining, or contracting for any of those activities to comply with the requirements of this chapter. The *utility* shall be responsible for the design, construction, operation, and *maintenance* of their *facilities* and for public safety during the installation, operation, and *maintenance* of their *facilities*. This responsibility shall include, in addition to ensuring the integrity of the proposed *facility*, provisions for public safety during the course of construction, *maintenance*, and operation for the life of the *facility*.

F. All *facility* design, construction, repair, *maintenance*, relocations, and removals shall comply with the most recently adopted *Road Standards*, the municipal code, and other codes and regulation applicable to the type of *facility*. The methods of installation and materials used shall conform to federal, state, *City* and industry codes and standards.

G. Definitions.

1. "Abandonment" means action by a *utility* to cease operation and/or *maintenance* of a *facility* in the *right-of-way*.

2. "Appurtenance" means equipment and/or accessories which are a necessary part of an operating system or subsystem.

3. "Construction" means the construction, *maintenance*, alteration, *replacement*, or repair of any *facility*.

4. "Job start" means the date and time the *utility* begins *work* within the *right-of-way* on an approved permit.

5. "Relocation" means removal of an existing *facility* and installation of that *facility* in an alternate location.

6. "Replacement" means removal of an existing element of a system or subsystem with a like or improved element of the system or subsystem in the same location in the *right-of-way*.

7. "Third-party utility" means a *utility* that has attached its *facility* to another facility owned by a different *utility*.

8. "Safety area" means a radius of 10 feet from electrical lines and 5 feet from communication/cable lines.[Ord. 23-0578 § 2 (Exh. 1).]

12.55.010 Purpose.
The purpose of this chapter is to regulate *facilities* within the public *right-of-way* and the granting of *right-of-way utility permits*, and to ensure that *utility* construction *work* undertaken pursuant to such permits is consistent with the *applicant's franchise* with the *City* (if applicable), the *Road Standards*, the critical areas code, the *City* comprehensive plan, sound engineering and design standards, health and sanitation regulations, and *City* safety standards. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.020 Utility permit – Required.
A. All *construction* performed by *utilities* or by their representatives within the *right-of-way* shall be required to obtain a *right-of-way utility permit* issued by the *City*. *Construction* undertaken as a direct result of a *City project* and where the *utility* has entered into a contract agreement with the *City* for said *construction* shall be exempt from this requirement.

B. *Right-of-way utility permits* for the construction of *facilities* within the *right-of-way* shall be applied for and given in the name of the *utility*, or the *utility's* representative if authorized by the *City*. The *utility* shall be responsible for all *work* done under the *permit*, including, but not limited to, paving, patching, grading, and any other necessary repair or *restoration* to the *right-of-way* and any impacted private property. The *utility* shall be responsible for all *work* performed by the *utility*, its *contractors* or by other third parties.

C. Any *work* performed on private property or within a critical area may require additional *permits*, reviews, and/or approvals by the *City* or other agencies. *Utilities* shall be responsible for determining and obtaining all required permits/approvals prior to starting *work*.

D. An annual permit for all *facility maintenance* activities within the *right-of-way* which do not include ground disturbances may be approved for *utilities* with a *franchise* in lieu of a *right-of-way utility permit* to maintain each *facility*.

1. If an annual permit is not on file, *utilities* will be required to submit for a *right-of-way utility permit* for each and all *maintenance* activities within the *right-of-way* for every *facility*.

2. Failure to obtain a permit shall be subject to a fine as set forth in KMC 12.55.130 for each instance *maintenance* activities are performed in the *right-of-way* without a permit.

3. The *city manager* shall have the discretion to determine what activities qualify under an annual permit and has the authority to adopt rules identifying the activities and criteria for said permit. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.030 Utility permit – Application.
A. *Applications* for all *right-of-way utility permits* shall be submitted, in writing, to the *City* on forms provided by the *department*. The *application* shall contain the information deemed necessary by the *department*, including, but not limited to, plans and specifications.

B. *Applications* for which no *permit* is issued within 12 months following the date of *application* submittal shall expire, and the plans and other data submitted for permit review may be returned to the *applicant* or destroyed in accordance with state law.

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

D. The *city manager* may extend the life of an *application* for any of the following reasons:

1. Compliance with the State Environmental Policy Act is in progress; or

2. Any other *City* review is in progress; provided, that the *applicant* has submitted a complete response to *City* requests, or the *city manager* determines that unique or unusual circumstances exist that warrant additional time for such response, and the *city manager* determines that the review is proceeding in a timely manner toward final *City* decision; or

3. Litigation against the *City* or *applicant* is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application.

4. At the sole discretion of the *city manager* when there have been newly adopted codes, fees, ordinances, standards, or laws which directly affect the application. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.040 Utility permit – Fees.
A. Each *application* requires fees, imposed by the city council by resolution, payable to the *City* for the administrative costs and expenses of processing the *application* and for other functions necessary for the approval and use of the *permit*. These fees shall be equal to the administrative costs of approving the *permit*, including but not limited to preparing the *permit*, review, processing, coordinating review with other departments, preparing environmental documents, inspection, etc. Additional fees shall be imposed as noted below. All fees shall be paid as required in accordance with the most current fee schedule established by the city council. Fees shall be collected in accordance with the administrative procedures developed by the *department*.

B. *Application* Fee. This fee will be billed at the rate in effect at the time the application is received and covers all administrative costs necessary to receive, process, coordinate, and invoice for each *application* received. The fee shall cover up to three submittals (the original submittal and two revisions). Subsequent revisions may be subject to a new *application* fee in effect at the time the revision is received.

C. Review Fee. This fee will be billed at the hourly rate in effect at the time of the review and covers all costs necessary in the review of a *permit*.

D. Inspection Fee. This fee will be billed at the hourly rate in effect at the time of the inspection and covers all costs necessary in the inspection and approval of *work* for all approved *applications*.

E. Accelerated Job Start Fee. At the request of the *utility*, a *job start* request with less than the required notice may be approved. If approved, a fee shall be charged for each request and each permit. Any *work* performed after submission of a *job start* request but before written confirmation by the City shall be subject to an accelerated job start fee. Any *work* performed without written confirmation of a *job start* on an approved *permit* shall be subject to a job start fee.

F. After Hours Work Fee. *Work* on an approved permit performed within the *right-of-way* outside of regular work hours shall be subject to a fee of one and one-half times the inspection fee. Regular work hours are 7:00 a.m. to 4:00 p.m., Monday through Friday. *Work* performed on an approved permit on Saturday or Sunday or between the hours of 4:00 p.m. to 7:00 a.m., Monday through Friday, will be subject to a four-hour minimum charge. With the exception of an emergency, no *work* will be allowed on *City* observed holidays unless approved by the *city manager*.

G. Permit Extension Fee. Each extension of an active *permit* approved by the *City*. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.050 Inspection fee.
Repealed by Ord. 23-0578. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.045).]

12.55.060 Utility permit – Application – Review – Form.
A. The *department* shall review *right-of-way utility permit applications* and shall determine whether the proposed *work* is consistent with the *applicant's franchise* with the *City* (if applicable), the KMC, and the *Road Standards*.

B. The *department* shall review and evaluate *applications* in respect to the hazard and risk of the proposed construction, location of the proposed construction in relation to other *facilities* in the *right-of-way* and the adequacy of the engineering and design of the proposed *facility* as it relates to the safety and operation of the *right-of-way*.

C. The *utility* shall submit traffic control plans as needed for review. The *department* shall review the plans for compliance with the most recent Manual on Uniform Traffic Control Devices, site safety, the *Road Standards* and applicability to existing site conditions.

D. The *department* shall determine if the *application* meets the requirements identified in this section. If the *application* meets the requirements the *department* may issue the utility permit, subject to conditions consistent with subsection E of this section, and if the *work* does not conflict with a *City project* as determined by the *city manager*. If the *application* is not consistent with the requirements identified in this section, the *department* may deny the utility permit.

E. The *right-of-way utility permit* granted shall be in a form approved by and be made subject to all terms and conditions imposed by the *department* and shall also include conditions of approval consistent with the requirements of Chapter 12.05 KMC, General Provisions. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.065 Utility permit – Expiration/extension.
A. *Right-of-way utility permits* shall expire six months from the date of issuance. Permits may be extended an additional six months from the date of expiration at the discretion of the *city manager* as long as no changes have been made to the originally approved plans and no new development standards have been adopted. Permits that have been expired longer than six months will require a new permit application, review, and associated fees. At the *city manager's* discretion, permits may be extended beyond the six-month extension period if one of the following circumstances applies:

1. Compliance with the State Environmental Policy Act is in progress;

2. Any other *City* review is in progress; provided, that the *applicant* has submitted a complete response to *City* requests, or the *city manager* determines that unique or unusual circumstances exist that warrant additional time for such response, and the *city manager* determines that the review is proceeding in a timely manner toward final *City* decision;

3. Litigation against the *City* or *applicant* is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application;

4. At the sole discretion of the *city manager* when there have been newly adopted codes, fees, ordinances, standards, or laws which directly affect the application; or

5. At the sole discretion of the *city manager* that an extension would be in the interest of the public's welfare.

B. Annual *maintenance* permits shall expire at midnight on the thirty-first day of December of the issuing year.

C. Thirty days after the expiration of a *permit* (or extensions as applicable), *work* that is not completed as required by the permit will be considered delinquent and *restoration* of the *right-of-way* may be completed by the *City*. Any cost associated with completing the permitted *work* shall be charged to and paid by the *applicant*. If no *work* has been performed under the *permit*, the *permit* shall be closed and the *applicant* will need to submit a new application. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.070 Emergencies.
Work may be performed before a *permit* is issued in emergency situations. In these situations, the *City* will require the *utility* to submit for a *right-of-way utility permit* within one business day after *work* is performed or in the case of an extended emergency situation, as soon thereafter as practical. Emergency situations occur when:

A. The *utility* has determined, with *City* concurrence, that emergency work is necessary to address a public health or safety hazard;

B. The *city manager* has determined that the proposed *work* is necessary to address actual or imminent damage to the *right-of-way, facilities, City property*, or to address health or safety hazards to the public; or

C. When an outage has occurred due to forces outside of the *utility's* control. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.080 Policy on accommodation of utilities.
A. Standards of Installation. The *Road Standards* establishes the *City* standards for *facility* location, installation, *maintenance*, and *relocations* with the *right-of-way*. For installations on bridges, *facilities* shall be located so as to not impact existing operations above and below the bridge. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.090 Coordination of right-of-way construction.
A. The *applicant*, at the time of submitting an *application* for a *right-of-way utility permit*, shall notify all other public and private *utility* entities known to be using or proposing to use the same *right-of-way* of the *applicant's* proposed construction and the proposed timing of such construction. Any such entity so notified may, within seven days of such notification, request a delay in the commencement of such proposed construction for the purpose of coordinating other *right-of-way* construction with that proposed by the *applicant*.

B. The *City* shall coordinate the approval of *right-of-way utility permits* with *City projects* and may delay the commencement date for the *applicant's* construction for 180 days or less, except in the case of emergencies, if it finds that such delay will reduce the inconvenience to *road* users from construction activities, if it finds that such delay will not create undue economic hardship on the *applicant*, or if it finds that such delay will allow the *City* to install conduit for future *facility* installations.

C. The *utility* shall coordinate with *WSDOT* on all *utility work* within the SR 522 *right-of-way* or if the work impacts a traffic signal within one City block of SR 522.

D. At the *city manager's* discretion, the *utility* shall coordinate with Northshore School District on all *work* that will occur along any identified school walk routes, school bus routes, or student pick up/drop off locations.

E. The *utility* shall coordinate with King County Metro and Sound Transit on all *right-of-way utility permits* issued along bus routes.

F. The *City* shall review all *right-of-way utility permit applications* for underground projects 1,000 feet or longer to determine, within 15 business days, whether the installation of conduit may be needed for the future installation of fiber optic cable to connect *City* or other public *facilities*.

G. Failure to coordinate with the respective agencies identified in this section may result in a suspension or revocation of the approved permit. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.100 Performance guarantee required.
Except as set forth in RCW 35A.21.250, p~~P~~erformance guarantees may be required for *utilities* for *work* in the *right-of-way*, at the discretion of the *city manager*. Prior to final approval of all *right-of-way utility permits*, the *department* shall determine the amount of the performance guarantee necessary to assure compliance with the approved construction plans, applicable state and local health and sanitation regulations, *City* standards, and to assure proper *restoration* of the *right-of-way* and the health and safety of the users of the *right-of-way*. If required, the *applicant* shall submit the financial guarantee consistent with the provisions of KMC Title 21. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.110 Construction permit – Form.
Repealed by Ord. 23-0578. [Ord. 18-0458 § 1 (Att. A); Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.090).]

12.55.115 Insurance and indemnification.
Utilities without a *franchise* with the *City* shall be required to provide insurance and indemnification to the *City*. Insurance and indemnification requirements shall be consistent with the requirements of KMC 12.35.110. Coverage term of insurance shall be for a minimum of six months and shall cover all *work* performed within that coverage period. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.120 Job start notification.
The *permittee* shall give written notice of the date of commencement of construction to the *City* per the *department* administrative policies. Additional notifications shall be given to the district fire marshal and Northshore Utility District for *work* that may interrupt water supply and to Northshore School District where *work* may impact school district activities. Failure to give such notice is grounds for the revocation or suspension of the permit. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.130 Enforcement.
The *city manager* is authorized to enforce the provisions of this chapter, the ordinances codified in it, and any rules and regulations adopted hereunder pursuant to the following:

A. Activities performed in the *right-of-way* without a *permit* shall be fined $1,000 per day per each occurrence;

B. Lane/road closures that occur outside of the permitted closure hours or without prior approval from the *city manager* shall be fined $500.00 per day, per permit for each day a violation occurs. Repeat occurrences may result in revocation of the permit.

C. Where a *relocation* is required for a *City project* per KMC 12.55.160, and a utility fails to timely meet the City's relocation requirements, then the utility shall be fined daily penalties in an amount ~~shall~~ to be determined by the *City* and shall include the daily financial impacts to the *City project* including but not limited to the total daily impact cost to the *contractor*, daily engineering and daily inspection services needed as determined by the *City*, and *City* staff cost (including overhead) as a result of a *utility's* failure to meet the *City's relocation* requirements.

D. *Facility relocation* required for a *utility* driven *relocation* shall be fined $500.00 per day per each individual location as a result of not relocating as required by this chapter. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.135 Productivity and customer service report.
Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2 (KCC 14.44.115).]

12.55.140 Severability.
Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.120).]

12.55.145 Working hours and road closures.
Working hours shall comply with Chapter 8.05 KMC unless otherwise approved by the *city manager*. Road closures, partial or otherwise, shall not be permitted unless otherwise approved by the *city manager*. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.150 Utility locates.
All *utilities* shall be responsible, at no expense to the *City*, for locating their own *facilities* whether above ground or underground and whether active or abandoned. All underground *facilities* shall be located both horizontally and vertically in relation to the existing finished road elevation. Vertical locates shall be performed within 60 calendar days of notice by the *City* unless otherwise approved by the *city manager*. If vertical locates are not performed by the time prescribed by the *City*, the *City* shall assume the *facilities* are in conflict and will require *relocation* per KMC 12.55.160. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.155 Aesthetic and scenic considerations.
A. *Facility* installations shall be designed and constructed to minimize the adverse effect on existing *right-of-way*, manmade or natural amenities. Special efforts shall be taken to minimize any potential negative impact on areas of scenic beauty such as viewpoints, recreation areas, public parks, and historic sites.

B. Overhead *facilities* shall be permitted in areas of scenic beauty only when underground locations are not technically feasible, unreasonably costly, or less desirable from the standpoint of aesthetics.

C. Overhead *facilities* shall take into consideration existing trees and future growth. *Facilities* shall be located to avoid or minimize branch trimming, root pruning, or other damage to existing trees.

D. Areas of scenic beauty shall be determined by the *city manager*. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.160 Adjustments and relocations.
A. *Utilities* shall be responsible, at no expense to the *City*, to repair, remove or relocate all existing *facilities* within the *right-of-way* if such installation, repair, removal, or *relocation* is required by the *City* for any purpose, including, but not limited to, conflicts with a *City project, City maintenance* and operation, public safety, scenic beauty, *utility*-driven *relocations* or replacements.

B. *Utility*-Driven Relocations. In the event of a pole *relocation* or replacement, all *utilities* using the original pole shall transfer to the new pole within 30 calendar days of the notification to relocate. The *utility* pole owner shall be responsible for the coordination of and providing notice to any *third-party utilities* for the transfer of their respective *facilities*. The *City* may provide the 30-day relocation notice at the *city manager's* discretion. Failure to relocate *facilities* as required by this section shall be enforced by the *department* by issuance of daily fines per KMC 12.55.130(D). The notice for utility driven relocations referenced in this section shall be through the National Joint Utilities Notification System (NJUNS). In the event the NJUNS is no longer in use, official notification shall be through the new notification system utilized by the utility companies.

C. *Facilities* shall be relocated as directed by the *City* that conflict with *City projects*, as determined by the *city engineer*. The *utility* shall relocate its *facilities* within 120 calendar days from written notice by the *City* to relocate. *Facilities* shall be relocated in the time frame required under this section. The 120 days shall not be extended for any reason unless provided for in any written agreement. Failure to relocate *facilities* as required by this section shall be enforced by the *department* by issuance of daily fines per KMC 12.55.130(C). [Ord. 23-0578 § 2 (Exh. 1).]

12.55.165 Facility security and safety.
Notwithstanding reinforcement or protection otherwise provided, a *utility* shall be responsible for the security and safety of any *facility* within the *right-of-way*. Where there are construction hazards or where heavy construction equipment will be used, the *utility* shall provide adequate temporary protection as determined by the *department*. Construction of *facilities* shall be performed in such a manner as to provide a safe passage within the *right-of-way*. In restoring the *right-of-way*, the *utility* shall give due consideration to the protection of previously placed *facilities* in the *right-of-way* without impacting the safe and efficient operation of the *right-of-way*. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.170 Abandonment.
In general, all abandoned *facilities* shall be removed from the *right-of-way* once decommissioned. All abandoned *facilities* shall be removed within 30 calendar days of *abandonment*. The *city manager* may approve a request to abandon *facilities* in place if deemed to be safe and consistent with the *City's* future use of the *right-of-way*. The *utility* shall submit a plan to the *City* to ensure the safe decommissioning of the *facility*. The *department* may hire consultants to review the submitted plan and the *utility* shall pay all costs of said review. All *facilities* abandoned in-place shall remain the property of the *utility* and shall be maintained and/or removed at the request of the *City*. If, at any time, the *City* requires removal of the abandoned *facility*, the *utility* shall do so in accordance with KMC 12.55.160. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.175 Right-of-way vacations.
If at any time the *City*, in accordance with Chapter 12.95 KMC, vacates the *right-of-way* or any portion therein, the *City* will not be liable for any damages or loss to a *utility* by reason of such vacation. When a *right-of-way* is vacated, it ceases to be a *City right-of-way* and the *utility's* authority from the *City* to have its *facilities* within such *right-of-way* is extinguished. The *City* will use its best efforts to notify any *utility* that may have *facilities* within the *right-of-way* to be vacated to allow the *utility* an opportunity to negotiate an easement for its *facilities*. [Ord. 23-0578 § 2 (Exh. 1).]

12.55.180 Vegetation Management.
If at any time the *City* determines that vegetation within the safety area of *facilities* is impacting public safety, signage, cameras, or *City* operations, the *City* may require the *utility* at its sole cost to trim vegetation as directed by the *City* to mitigate for the impact.

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Ordinance No. 25-0639, Adopting Amendments to the Parks, Recreation, and Open Space (PROS) Element and Capital Facilities Element **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director Todd Hall, Principal Planner **Attachments:** 1. Proposed Ordinance 25-0639 2. PROS Element 3. Table CF-A, Capital Facilities Element	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒Adopt/Approve ☐Authorize ☐Other: Adopt Proposed Ordinance No. 25-0639, adopting amendments to the Parks, Recreation, and Open Space (PROS) Element and Capital Facilities Element.

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
DB, 11/18/25	DR, 11/19/25	N/A	TK 11/20/25	N/A

Summary/Background:

At the December 8, 2025, City Council meeting, the City Council will be considering approval of Ordinance 25-0639, adopting amendments to the Parks, Recreation, and Open Space (PROS) Element and the Capital Facilities Element of the Comprehensive Plan.

On October 27th City Council meeting, the Planning Commission presented their recommendations for updates to the PROS Element and Capital Facilities Element.

At the November 10, 2025, City Council meeting, staff and the consultant addressed City Council comments and questions raised at the prior meeting. The City Council provided minor edits on the proposed amendments. No substantive amendments were made to the Planning Commission's recommendations. Therefore, a public hearing prior to Ordinance adoption was not necessary.

The Planning Commission are continuing review of the PROS Plan, which is the six-year more detailed plan based on the Elements and will be bringing forward recommendations in January 2026. City Council passing a Resolution adopting the PROS Plan is anticipated February 2026.

Previous Council Action(s):

None. The PROS Element was last amended in 2020. The Capital Facilities Element was last amended in 2024 as part of the periodic update of the Comprehensive Plan.

Fiscal Consideration:

Contract 24-C3092 with Beckwith Consulting Group for $120,000 for a scope of work related to updating the PROS Element of the Comprehensive Plan, Capital Facilities Element of the Comprehensive Plan, PROS Plan and Park Impact Fee Rate Study. $120,000 budgeted in the Community Development Department budget.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

DEIA Objective 1.2: Ensure equitable access and representation in city services.

City Council Priorities or Budget Objective Being Addressed:

Council Priority 9: Explore opportunities to expand Parks and Recreation.

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 25-0639

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE CITY OF KENMORE COMPREHENSIVE PLAN; REPEALING AND ADOPTING A NEW PARKS, RECREATION, AND OPEN SPACE ELEMENT; AND REPEALING AND ADOPTING A NEW TABLE CF-A OF THE CAPITAL FACILITIES ELEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in accordance with RCW 36.70A.130, an adopted comprehensive plan shall be subject to continuing evaluation and review, and amendments to comprehensive plan shall be considered no more frequently than once every year, subject to certain exceptions; and

WHEREAS, over the past year, the City's Planning Commission has reviewed proposed amendments to the Kenmore Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the Parks, Recreation, and Open Space Element and Table CF-A of the Capital Facilities Element on October 7, 2025; and

WHEREAS, the Planning Commission deliberated after said public hearings and made recommendations to the City Council on proposed amendments to the Comprehensive Plan based on the criteria found in KMC 19.20.090; and

WHEREAS, at the October 27, 2025, and November 10 public meetings the City Council reviewed the Planning Commission's recommendations, and requested that final Comprehensive Plan Amendments be prepared for consideration and potential adoption; and received additional background information, and requested the formulation of new policy options; and

WHEREAS, throughout the Comprehensive Plan review process, a concerted effort has been made to generate public involvement, including open houses, public events, public surveys, creating comprehensive and regularly updated web pages, and public hearings; and

WHEREAS, the public involvement efforts referenced above have met and exceeded the public participation requirements set forth in RCW 36.70A.140 and KMC 19.20.060 for review of the Comprehensive Plan Amendments; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act issued a determination of non-significance for the proposed amendments; and

WHEREAS, the City notified the Washington State Department of Commerce of the proposed amendments pursuant to RCW 36.70A.020; and

WHEREAS, the City Council considered the record created under the review process for the Comprehensive Plan Amendments; and

WHEREAS, the City Council has been guided by the Growth Management Act's planning goals, codified at RCW 36.70A.020 in adopting the proposed Comprehensive Plan amendments; and

WHEREAS, the City Council finds that the proposed amendments to the Comprehensive Plan meet the criteria found in KMC 19.20.090.

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

Section 1. Findings Adopted. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full, in support of the adoption of this Ordinance.

Section 2. Repeal Comprehensive Plan Parks, Recreation, and Open Space Element. The City Council repeals the Parks, Recreation, and Open Space Element contained in the Kenmore Comprehensive Plan in its entirety.

Section 3. Adoption of New Parks, Recreation, and Open Space Element. The City Council adopts a new Parks, Recreation, and Open Space Element of the Kenmore Comprehensive Plan, as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 4. Repeal of Table CF-A of the Capital Facilities Element. The City Council repeals Table CF-A, Parks Capital Improvements, of the Capital Facilities Element in its entirety.

Section 5. Adoption of New Table CF-A and Figure CF-A of the Capital Facilities Element. The City Council adopts a new Table CF-A, Parks Capital Improvements, and Figure CF-A, Neighborhood Quadrants, of the Capital Facilities Element of the Kenmore Comprehensive Plan, as set forth in Exhibit B, attached hereto and incorporated by reference.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of the publication.

ADOPTED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE 8TH DAY OF DECEMBER 2025.

CITY OF KENMORE

_____
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

_____
Scott Passey, City Clerk

Approved as to form:

_____
Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 11/20/2025
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.: 25-0639
DATE OF PUBLICATION:
EFFECTIVE DATE:

PARKS, RECREATION, AND OPEN SPACE (PROS) ELEMENT

INTRODUCTION

Purpose

The purpose of the Parks, Recreation, and Open Space (PROS) Element is to provide the policy framework for future development of Kenmore's parks system, including open spaces, recreation facilities and programs. The Element provides a vision for the community and a guide to future planning, acquisition, and/or development of parks, recreation, and open spaces throughout the city.

Growth Management Act

One of the Growth Management Act's (GMA's) planning goals is to, "Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities."

The Act specifically requires local government to:

- Designate the general location and extent of land uses including recreation and open space lands;
- Identify lands useful for recreation, including wildlife habitat, trails and connection of critical areas;
- Evaluate facilities and service needs;
- Estimate park and recreation demand for at least a ten-year period;
- Evaluate intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand; and
- Develop a capital facilities plan (CFP) identifying funds necessary to implement the plan for at least a six-year period.

Countywide Planning Policies

The Countywide Planning Policies do not contain a chapter specifically addressing parks, recreation and open space. Under the Development Patterns chapter, DP-2 states, "Promote a pattern of compact development within the Urban Growth Area that includes housing at a range of urban densities, commercial and industrial development, and other urban facilities, including medical, governmental, institutional, and educational uses and parks and open space…" An Environment policy (EN-1) states, "Incorporate environmental protection and restoration efforts

into local comprehensive plans to ensure that the quality of the natural environment and its contributions to human health and vitality are sustained now and for future generations."

Parks, Recreation and Open Space (PROS) Plan

The Recreation and Conservation Office (RCO) is a state agency that manages grant programs aiming to create outdoor recreation opportunities, protect wildlife habitat and farmland, and help return salmon from near extinction. RCO requires government agencies to plan for their park and open space needs, and adopt a Parks, Recreation and Open Space (PROS) Plan, in order to apply for certain grants. Once adopted, a community PROS Plan is required to be updated every six years to maintain eligibility for those grant programs. The City's most recent PROS Plan was adopted in February 2020. The PROS Plan is being updated and is anticipated to be adopted February 2026. Information gathered for the Plan, including the results of several community involvement opportunities and a comprehensive demand and needs analysis, has been used as foundational information for this Element.

EXISTING CONDITIONS

Geography

Kenmore's natural resources are an important component of the city's park and recreation system. Many of the city's existing parks are located beside or contain a creek, river, freshwater shoreline, wetlands, or significant forested areas. In fact, of the 153 total acres of city-owned park land, 133 acres (more than 85%) are natural areas – forests, wetlands, streams, and other natural environments. The City's abundance of natural systems weaves in and around the city, connecting the different neighborhoods through stream corridors, sensitive areas, and ravines to Swamp Creek, the Sammamish River, and Lake Washington. Creating connections and corridors provides essential habitat which contributes to the overall health and viability of both the plant and animal communities in Kenmore. The natural geography of the city provides both opportunities and constraints for meeting park and recreation demand and needs.

Existing Park System

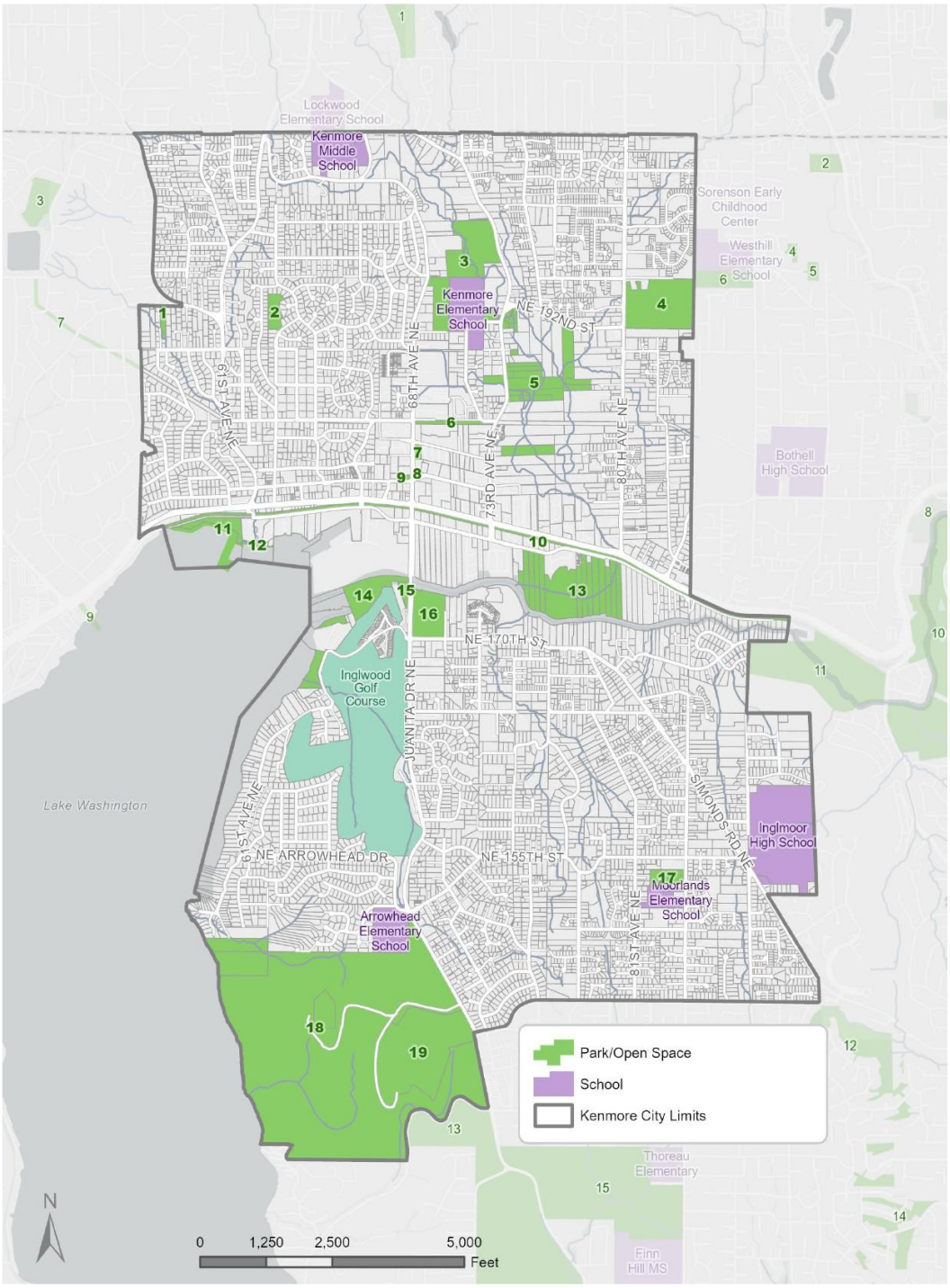
The City of Kenmore has 14 parks, recreation, and open space facilities totaling over 153 acres of park land. Other parks and recreation providers within the city that have facilities open to the public include the State of Washington, King County, and Bastyr University. These facilities are listed in Table P-1, along with the improvements available in each park. The parks and open space areas are shown on Figure P-1.

TABLE P-1: KENMORE'S PARK AND RECREATION SYSTEM INVENTORY

Parks, Recreation & Open Space Facilities	Boat Launch / Dry Moorage	Hand Powered Boat Launching	Water Access / Fishing	Playground	Skate Park	Playfield	Restroom	Picnic Shelter	Picnic Tables	Paths	Hiking Trails	Paved Trails	Parking
Linwood Park				X						X			
Moorlands Park				X		X	X	X	X	X			X
Northshore Summit Park				X						X			
ƛ̓aǩʷadis (Tl' awh-ah-dees) Park		X	X				~X		X	X	X		X
Wallace Swamp Creek Park			X						X	X	X		X
Rhododendron Park, Rhododendron Public Boathouse & Senior Center		X	X	X		X	X	X	X	X			X
Log Boom Park	X	X	X	X			X		X	X			X
Twin Springs Park											X		X
City Hall Park & Jack V. Crawford Skate Court					X		~X		X	X			X
Town Square and the Hangar							~X		X	X			X
Swamp Creek Wetland Open Spaces			X										
Inglewood Wetlands			X										
Tolt-Pipeline Trail (1.3 miles)										X		X	
CITY TOTAL	1	3	7	5	1	2	6	2	7	11	3	1	8
Washington Department of Fish and Wildlife (WDFW) Boat Launch	X												X
Saint Edward State Park			X	X		X	X		X		X	X	X
Bastyr Athletic Fields						X	*X						X
Burke-Gilman Trail (2.5 miles)												X	
Harbour Village Marina			X				X		X				X

** Portable restroom*
~ Indoor restroom

FIGURE P-1: PARK AND RECREATION FACILITIES



Kenmore Parks	
1	Linwood Park
2	Northshore Summit Park
3	Wallace Swamp Creek Park
4	Twin Springs
5	Swamp Creek Wetland Open Space
6	Tolt-Pipeline Trail
7	Jack Crawford Skate Park
8	City Hall Park
9	Town Center & Hangar Building
10	Burke-Gilman Trail
11	Log Boom Park
12	Harbour Village Marina Fishing Dock
13	λaχ̌ʷadis Park
14	Inglewood Wetlands
15	WDFW Kenmore Boat Launch
16	Rhododendron Park
17	Moorlands Park
18	Saint Edward State Park
19	Bastyr Athletic Fields

Other Parks	
1	Forsgren Park
2	Haynes Open Space
3	Horizon View Park
4	Tall Tree Park
5	Conifer View Park
6	Doug Allen Sportsfields
7	Tolt Pipeline Trail (LFP)
8	Sammamish River Park
9	Lyon Creek Waterfront Preserve
10	Blyth Park
11	Wayne Golf Course Conservation Easement
12	Open Space
13	St Edward State Park (Kirkland)
14	Open Space
15	Big Finn Hill Park

Source: City of Kenmore GIS

Inventory

Kenmore's open space, parks, and trails inventory includes 14 sites comprising 153 acres, King County owns 4.5 acres that includes the Burke-Gilman Trail, and Washington State Parks and the Department of Fish & Wildlife (WDFW) own 317.9 acres that includes the Boat Launch Ramp and Saint Edward State Park or a total of 17 sites and 475.4 acres within Kenmore city limits of which Kenmore's 153 acres represents 32% of the total inventory.

TABLE P-2: KENMORE PARKS, FACILITIES, AND OPEN SPACE	ACRES
Linwood Park	1.4
Moorlands Park	4.5
Northshore Summit Park	3.6
ƛ'ax̌ʷadis (Tl'awh-ah-dees) Park	41.0
Wallace Creek Swamp Park	25.5
Rhododendron Park/Senior Ctr – 2,220 sf, Boathouse – 3,375 sf	12.5
Log Boom Park	3.9
Twin Springs Park	25.0
City Hall Park & Skate Court – 21,390 sf	1.7
Town Square – 9,641 sf & Hangar Building – 4,576 sf	0.5
Swamp Creek Wetlands	21.2
Inglewood Wetlands	8.5
Subtotal	**145.1**
Easement and leased in Kenmore limits	
Bastyr Athletic Fields - leased	7.0
Tolt Pipeline Trail – 2.6 miles	0.9
Subtotal	**7.9**
King County	
Burke-Gilman Trail – 2.5 miles	4.5
Subtotal	**4.5**
Washington State	
WDFW Boat Launch	1.9
Saint Edward State Park	316.0
Subtotal	**317.9**
Total parks inside city limits	**475.4**

In addition, Bothell, Kirkland, and King County own another 4 sites or 298.4 acres on or adjacent to Kenmore city limits; Northshore School District owns 5 schools and 98.9 acres inside city limits; Northshore and Lake Washington School District own another 6 schools and 104.4 acres adjacent to city limits; and nonprofit and private agencies own 4 sites and 149.1 acres inside Kenmore city limits or 19 sites and 650.8 acres.

TABLE P-3: ADJACENT PARKS AND FACILITIES	ACRES
Doug Allen Sports Field – Bothell	0.6
Wayne Park – Bothell	49.9
Kirkland Open Space – Kirkland	23.5
Big Finn Hill Park – King County	224.4
Subtotal	**298.4**
Northshore Schools inside city limits	
Arrowhead Elementary	12.4
Kenmore Elementary	16.0
Moorlands Elementary	6.4
Kenmore Middle School	14.4
Inglemoor High School	49.7
Subtotal	**98.9**
Adjacent schools	
Childhood Center – NSD	2.9
Westhill Elementary - NSD	22.4
Lockwood Elementary - NSD	10.8
Bothell High School - NSD	30.5
Thoreau Elementary – LWSD	9.3
Finn Hill HS - LWSD	28.5
Subtotal	**104.4**
Nonprofit, private facilities in city	
Harbour Village Marina	0.2
Kenmore Community Club – 3,058 sf	0.6
Lakeside School Shell House – 1,580 sf	2.1
Inglewood Country Club & Golf Course – private	146.2
Subtotal	**149.1**
Total outside parks, schools, private	**650.8**
Total all	**1,126.2**

All agencies combined own 36 park, school, nonprofit, and private sites and 1,126.2 acres within or directly adjacent to Kenmore, of which Kenmore's 145.1 acres represent 12.9% of the total inventory, which excludes the easement areas.

Level of Service (LOS)

The National Recreation & Park Association (NRPA) Areas and Facilities Standards has not been updated in more than 20 years because there is not a single set of standards for parks and recreation that could encompass the uniqueness found in every park agency.
Park agencies vary greatly by size, needs, and desires; as should a park and recreation agency's offerings. To have the same standard for a community in Washington, Alaska, Kansas, and south Florida is unrealistic, impractical, and potentially detrimental.

Nearly a decade ago, NRPA replaced the single set of standards with a nationwide benchmarking tool for parks and recreation. **NRPA Park Metrics** is the most comprehensive source of data benchmarks and insights for park and recreation agencies. Each spring, NRPA publishes **NRPA Agency Performance Review**, an annual report summarizing the benchmarking data contributed by nearly 1,100 agencies to the **Park Metrics** database.

The report presents the "typical" (median) nationwide benchmarking numbers based on peer agency data and the limitations of the former one-size-fits-all set of standards. For example, in the **2024 NRPA Agency Performance Review:** the typical park and recreation agency has one park per 2,386 residents. The report, however, indicates significant variation in the metric when the size of the jurisdiction is taken into consideration.

For example, jurisdictions of less than 20,000 residents have a median of one park for every 1,172 residents, but agencies serving more than 250,000 residents have a park for every 6,120 people served. In addition, the benchmark data within **NRPA Park Metrics** and the **2024 NRPA Agency Performance Review** break down to the lower (25%) and upper (75%) quartiles.

The ratio of parks per persons for Kenmore's 2025 population of 24,520 persons, or within the 20,000-49,999-peer agency population comparison, would be a median of one park per 2,062 persons but ranges from one park per 1,232 persons in the lower quartile to one park per 3,000 persons in the upper quartile.

There is no one-size-fits-all solution for maintaining and improving a park and recreation agency. The **2024 NRPA Agency Performance Review** does not provide "standards," but an informative evidence-based guideline. Factors such as jurisdiction population, the unique needs of each community and funding all play a major role in how an agency operates.

Benchmark Comparisons

The following benchmark comparisons are for the low, median, and upper quartiles for park agencies of 20,000-49,999 population since Kenmore's 2025 population of 24,520 is projected to increase to 33,491 by 2050. (Note: the next peer agency comparison is for 50,000-99,999 considerably above Kenmore's projected population).

TABLE P-4 RESIDENTS PER PARK

	Lower	Median	Upper
NRPA benchmark	1,232	2,062	3,000
PROS ratios year:		**2025**	**2045**
Kenmore		1,670	2,576
All parks in city		1,375	1,970
All in/near city		649	930

Inventory includes Kenmore, King County, and Washington State parks and trails inside Kenmore city limits, Kenmore, King County, Washington State, Bothell, Kirkland, Northshore and Lake Washington School Districts, and nonprofit and private agencies within or directly adjacent to Kenmore.

Kenmore currently provides 14 parks and open spaces or one park per 1,670 persons, all agencies that provide parks within Kenmore city limits including Kenmore, King County, and Washington State provide

17 parks or one park per 1,375 persons, and all agencies combined including Kenmore, King County, Washington State, Bothell, Kirkland, Northshore and Lake Washington School Districts, and nonprofit and private agencies within or directly adjacent to Kenmore provide 36 parks and open spaces or one park per 649 persons, considerably above the ratio typical of peer agencies with 20,000-49,999 population.

If Kenmore does not acquire more parks by 2045 the ratio of residents per park will be 2,576 persons, all agencies within city limits will be 1,970 persons, and all agencies within and adjacent to city limits combined 930 residents per park which remains considerably above peer agency benchmarks.

TABLE P-5: ACRES OF PARKLAND PER 1,000 POPULATION

Parkland includes maintained parks and accessible open space areas which do not include conservation easements.

	Lower	Median	Upper
NRPA benchmark	6.2	11.2	18.0
PROS ratios year:		**2025**	**2045**
Kenmore		6.5	4.5
All parks in city		20.3	14.2
All in/near city		48.1	33.6

Kenmore currently provides 6.5 acres of parkland per 1,000 residents, all agencies within city limits provide 20.3 acres per 1,000 residents, and all agencies within or adjacent to city limits provide 48.1 acres per 1,000 residents.

If Kenmore does not acquire more parkland by 2045 the ratio of parkland per 1,000 residents will be 4.5 acres, for all agencies within city limits 14.2, and all agencies within or adjacent to city limits 48.1 acres which remains considerably above peer agency benchmarks.

TABLE P-6: MILES OF TRAILS

Trails include all trails within parks and all off-road multipurpose trails. Trails do not include on-road bike or walk lanes.

	Lower	Median	Upper
NRPA benchmark	5.0	10.0	19.6
PROS miles year:		**2025**	**2045**
Kenmore		2.6	
All parks in city		12.1	
All in/near city		21.6	

Kenmore currently provides 2.6 miles of off-road trails per 1,000 residents, all agencies within city limits provide 12.1 miles of off-road trails, and all agencies within or adjacent to city limits provide 21.6 miles of trails.

If Kenmore does not develop more trails by 2045 the number of trail miles will remain considerably above peer agency benchmarks .

TABLE P-7: KENMORE PARK AMENITIES

Amenities include outdoor and indoor park and recreation improvements that have been developed within existing parks.

	Kenmore	In city	All in, near
Beach access	1	1	2
Fishing	1	3	3
Hand carry launch	2	2	3
Boat ramp		1	2
Dock/pier	1	1	1
Picnic tables*	12	13	14
Picnic shelter	4	4	5
Playground	5	7	16
Basketball court	1	1	2
Volleyball court		1	1
Tennis court			16
Pickleball court			1
Baseball field	3	4	14
Soccer field	1	2	11
Football field			2
Lacrosse field			1
Running track			5
Skateboard park	1	1	1
Pump track			1

* Sites with tables

Kenmore provides a variety of outdoor environmental amenities including beach access, fishing, hand carry launches, docks, and picnicking facilities, but few athletic courts and fields.

Agencies within city limits, including Kenmore, King County, and Washington State supplement

Kenmore's amenities somewhat with more athletic courts and fields.

Agencies within and near Kenmore city limits, including Bothell, Kirkland, Shoreline and Lake Washington School Districts, and nonprofit groups expand environmental and athletic amenities that are shared with Kenmore residents but also with a larger service area population.

TABLE P-8: AMENITY BENCHMARKS PER MEDIAN NUMBER OF RESIDENTS, IN CITY ONLY

Outdoor amenities	%	Median	2025
Beach access	*	*	24,520
Hand carry launch site	*	*	12,260
Boat ramp	*	*	24,520
Dock/pier	*	*	24,520
Dog park/off-leash areas	68%	27,508	
Community garden	52%	27,262	
Picnic tables*	*	*	1,866
Picnic shelters	*	*	6,130
Playground uncovered	93%	3,105	3,502
Basketball court	84%	7,501	24,520
Volleyball court	23%	14,280	24,520
Tennis court	72%	5.461	
Pickleball court	42%	7,737	
Sport court*	42%	14,265	
Disc golf	20%	29,445	
Baseball field	85%	3,007	6,130
Soccer field	83%	3,333	12,260
Football field	*	*	
Running tracks	19%	18,585	
Synthetic, rectangular	25%	23,189	
Exercise course	22%	27,762	
Skateboard park	46%	33,167	24,520
Pump track	*	*	
Splash pad	23%	30,629	
Swim pool all purpose	49%	27,081	
Indoor amenities			
Swim pool competitive	22%	31,000	
Swim pool leisure	19%	32,812	
Pickleball	19%	10,463	
Multiuse basket, volley	16%	14,577	
Basketball alone	12%	19,173	
Multiuse tennis, pickle	12%	14,950	
Therapeutic pools	11%	33,306	
Running tracks	10%	32,619	
Racquet, handball	9%	16,825	
Tennis courts	5%	6,600	

% percent of agencies that provide listed facility.

* *2024 NRPA Agency Performance Review* does not include benchmark or percentage provided by comparable agencies.

Kenmore's combined in city agencies meet or exceed benchmarks for playgrounds and skateboard courts but lag, considerably in some instances for outdoor basketball and volleyball courts, and athletic fields. And, in city agencies do not provide a significant number of outdoor or indoor amenities for a city Kenmore's current 24,520 population including dog parks, community gardens, athletic courts and fields, splash pad and swimming, and all indoor facilities.

Kenmore's amenity deficiencies will increase if the city does not develop or expand amenities as its population increases to 33,491 or by an additional 43% by the year 2050.

TABLE P-9: INDOOR CENTERS

Centers include indoor facilities that have been developed to serve specific activities or populations.

Center benchmarks per median number of residents

Indoor centers	%	Median	2025
Recreation w/gyms	62%	24,486	
Community*	59%	27,858	24,520
Senior**	40%	31,985	24,520
Theaters	40%	32,255	
Nature	34%	33,669	
Aquatics	30%	31,000	
Teen	12%	31,785	

% percent of agencies that provide listed facility.
* Kenmore Hangar Building and Kenmore Community Club
** Senior Center in Rhododendron Park

Kenmore's Town Square's Hangar Building and the nonprofit Kenmore Community Club exceed benchmarks for indoor community facilities, as does King County's Senior Center at Rhododendron Park for its 2025 population of 24,520.

However, Kenmore will be deficient in all other indoor centers when the population increases to 33,491 particularly for recreation, theater, nature, aquatics, and teen activities.

Walkability

An effective park system should provide a picnic, playground, sport court, trail, or other local recreation facility within a 5-10-minute walk of residential areas measured by actual walking routes on sidewalks, paths, trails, roads, or other routes.

Natural features such as steep hillsides, water bodies, and other obstacles as well as manmade obstacles like limited access highways or major traffic corridors or the lack of safe paths, trails, sidewalk improvements affect a 5-10-minute walk measurement.

Figure P-2: Walkability, calculates a 5-10-minute walk distances using sidewalks, paths, trails, and roads that account for natural and manmade obstacles from existing park, recreation, school, and other community facilities.

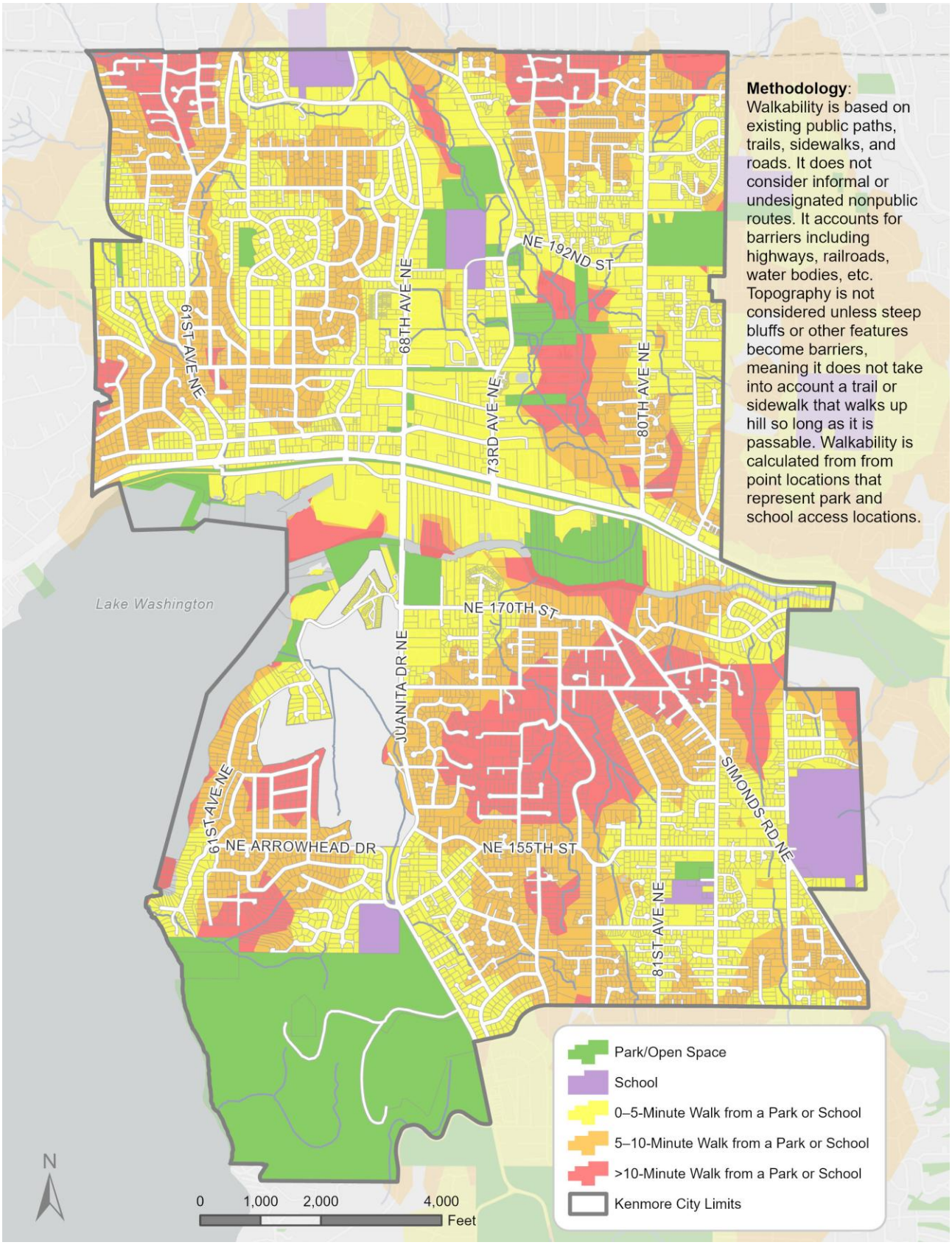
Park service gaps are areas beyond the 5-10-minute walk of residential developments indicating residents must walk further or commute by bike, vehicle, or are blocked by natural or manmade obstacles from a recreational activity.

Implications

Kenmore has park service gaps or residential areas beyond the 5-10-minute walkability zone that should be filled with local park facilities:

- along the north city limits,
- in the central east neighborhood north of Bothell Highway,
- in the central south neighborhood south of the Sammamish River, and
- south of Inglewood Golf Course.

FIGURE P-2: WALKABILITY



Source: City of Kenmore GIS

Heat index

Heat indices are developed by the Trust for Public Land using Landsat 8 imagery for the summers of 2018-2019 to determine which areas of a city are impacted by extensive heat reflecting pavement and building roofs and the lack of mitigating tree and vegetation cover. The heat indices range from low (197-210) or slightly warmer than surrounding areas to severe (221+) or of temperatures of risk to human presence and activity.

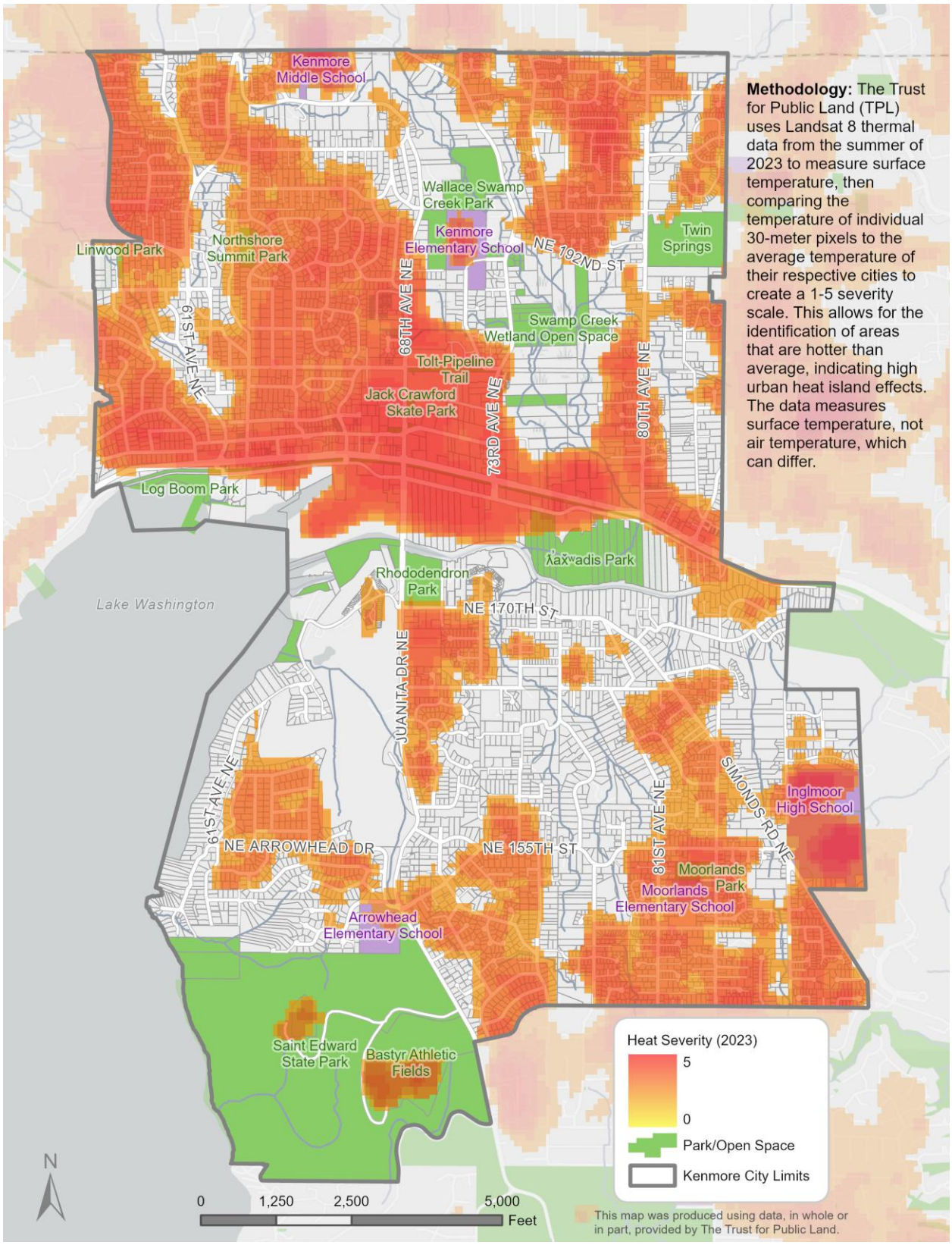
As shown on Figure P-3: Heat Severity, the most severe Kenmore heat locations include the paved areas around major commercial parking lots and industrial yards along the Bothell Way/SR-522 which include City Hall and the Skate Court, the Hangar, the Tolt Pipeline Trail, and the Burke-Gilman Trail, and residential neighborhoods directly north of downtown with limited tree cover and parks.

Implications

Heat conditions in these areas should be mitigated by:

- planting trees within large parking lots and along major road corridors,
- utilizing green roofs with vegetation on large building complex roofs, and
- inserting green gathering areas and improvements at the Skate Court, the Hangar, and along heat impacted trails including the Tolt Pipeline and Burke-Gilman Trails and along roadway corridors such as the Bothell Highway/SR-522, 68th Avenue NE, and 181st Street.

FIGURE P-3: HEAT SEVERITY



Source: City of Kenmore

Social Equity

An effective park system should ensure that park services and facilities are provided to residents in areas of the city that are less advantaged than the general population.

Figures P-4-P-7 were generated for Kenmore for equity variables using the US Census Bureau's 2019-2023 American Community Survey (ACS) census tracts based on the percent each equity variable was present. The results indicate:

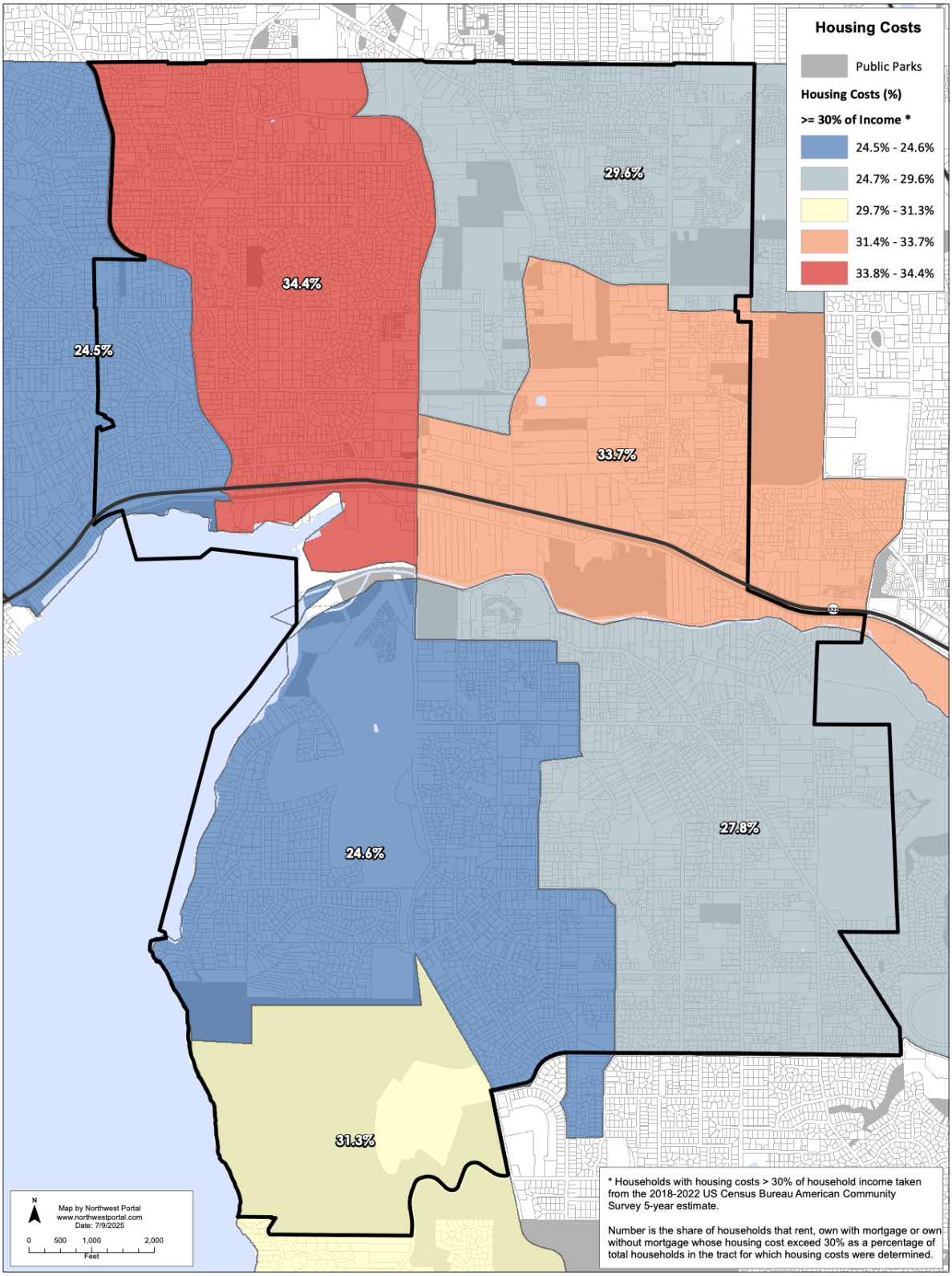
- **Housing cost stressed**: significant percentages (34.4% and 33.2%) of households of northwest and central Kenmore census tracts are paying more than 30% of gross income or are housing stressed for rent or mortgage payments according to US Department of Housing & Urban Development (HUD).
- **People of color**: significant percentage (46.9%) of persons of color are concentrated in the east central census tract of Kenmore.
- **Limited English Proficiency**: a sizable percentage (16.3%) of persons in the northeast census tracts of Kenmore speak limited English.
- **Disability**: significant percentage (21.7%) of the persons in the northeast census tract of Kenmore have a physical or mental disability.

Implications

The combined results indicate residents of Kenmore need access to parks and recreation services oriented to households that are housing stressed, who are people of color, who speak limited English, and who have physical disabilities located in the central east neighborhoods.

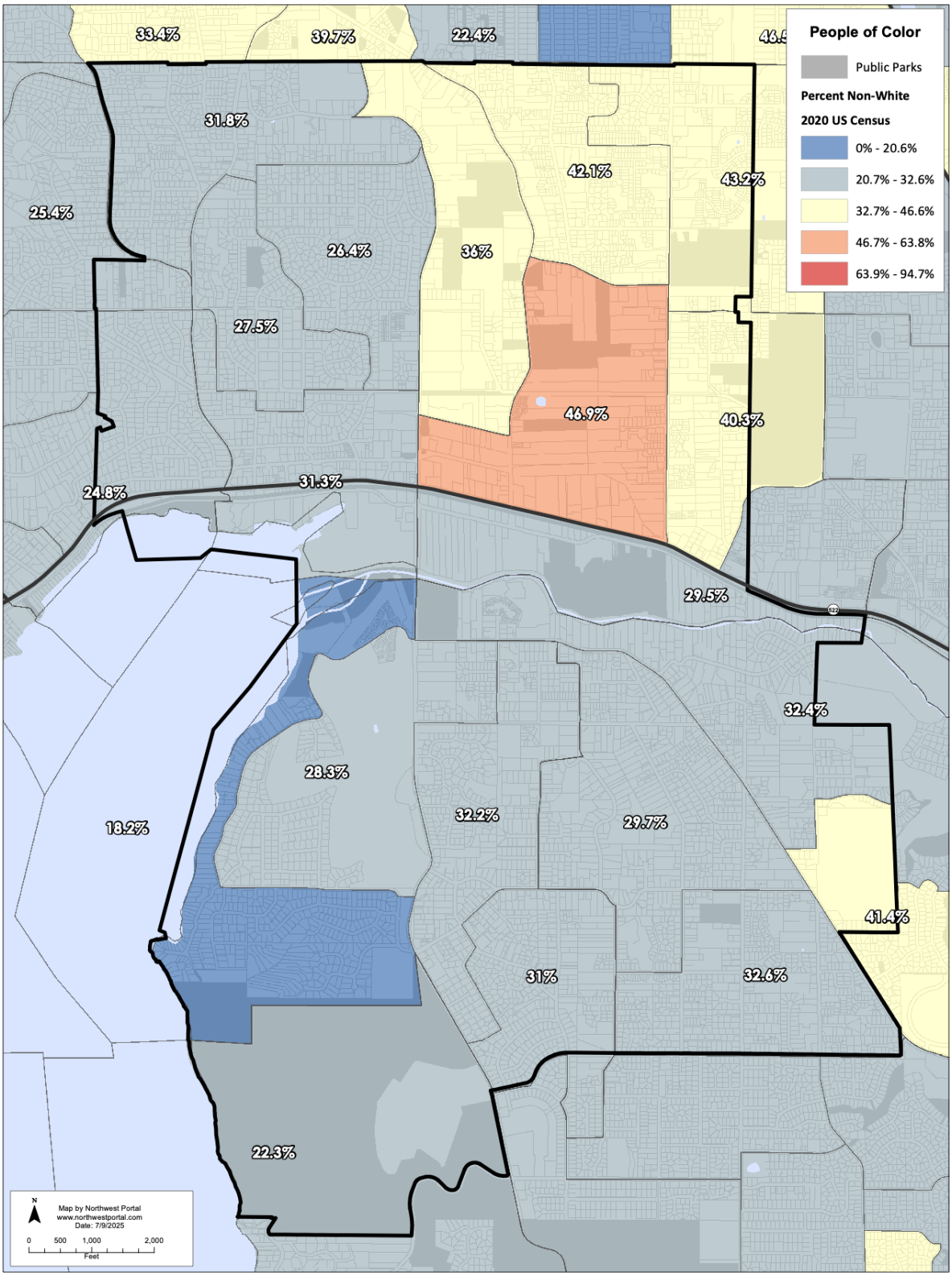
Similarly, residents of northwest Kenmore are severely stressed with housing costs and have less disposable income available to pay for park and recreation services than typical of the general Kenmore population.

FIGURE P-4: HOUSING COSTS



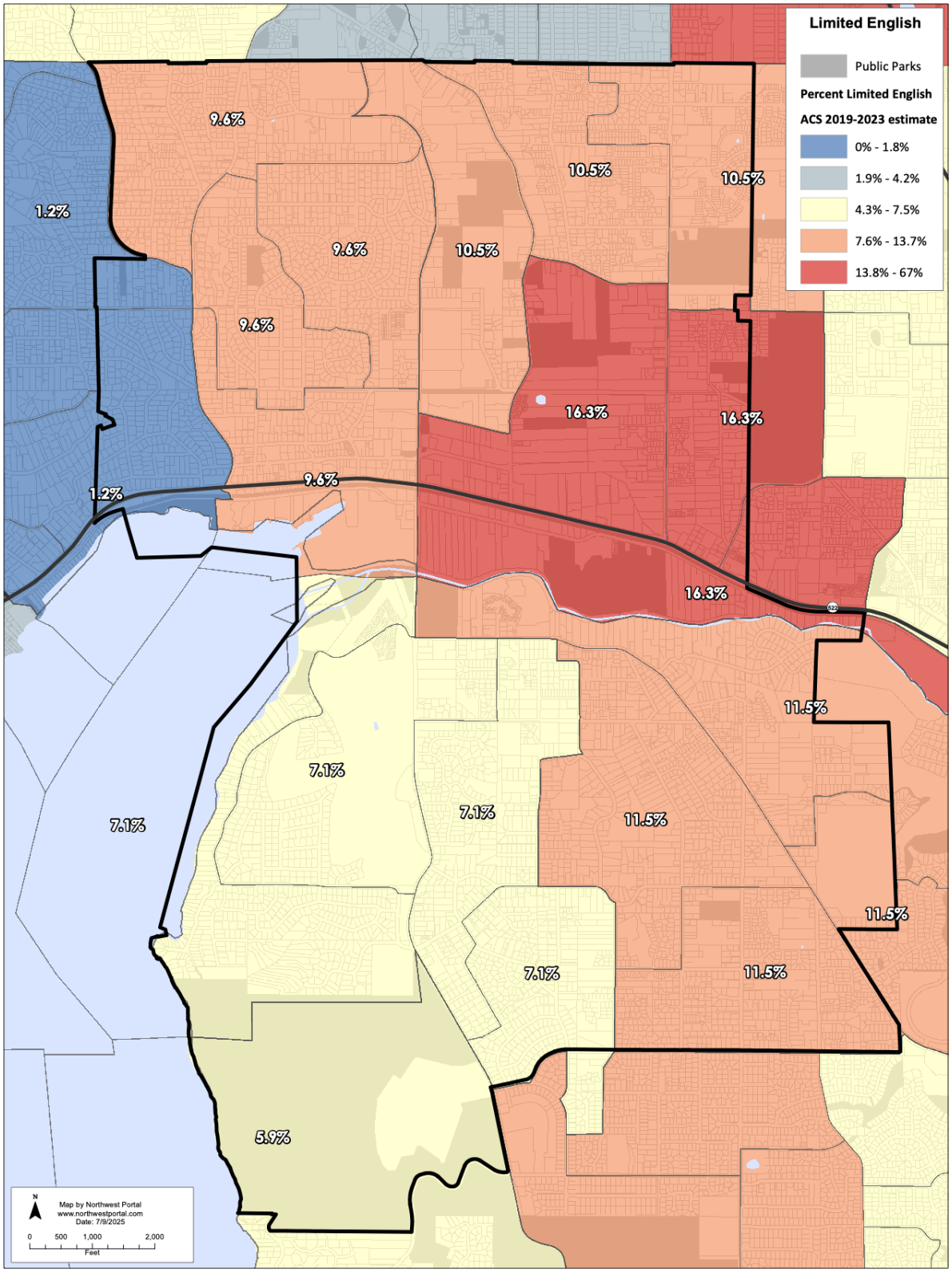
Source: Northwest Portal

FIGURE P-5: PEOPLE OF COLOR



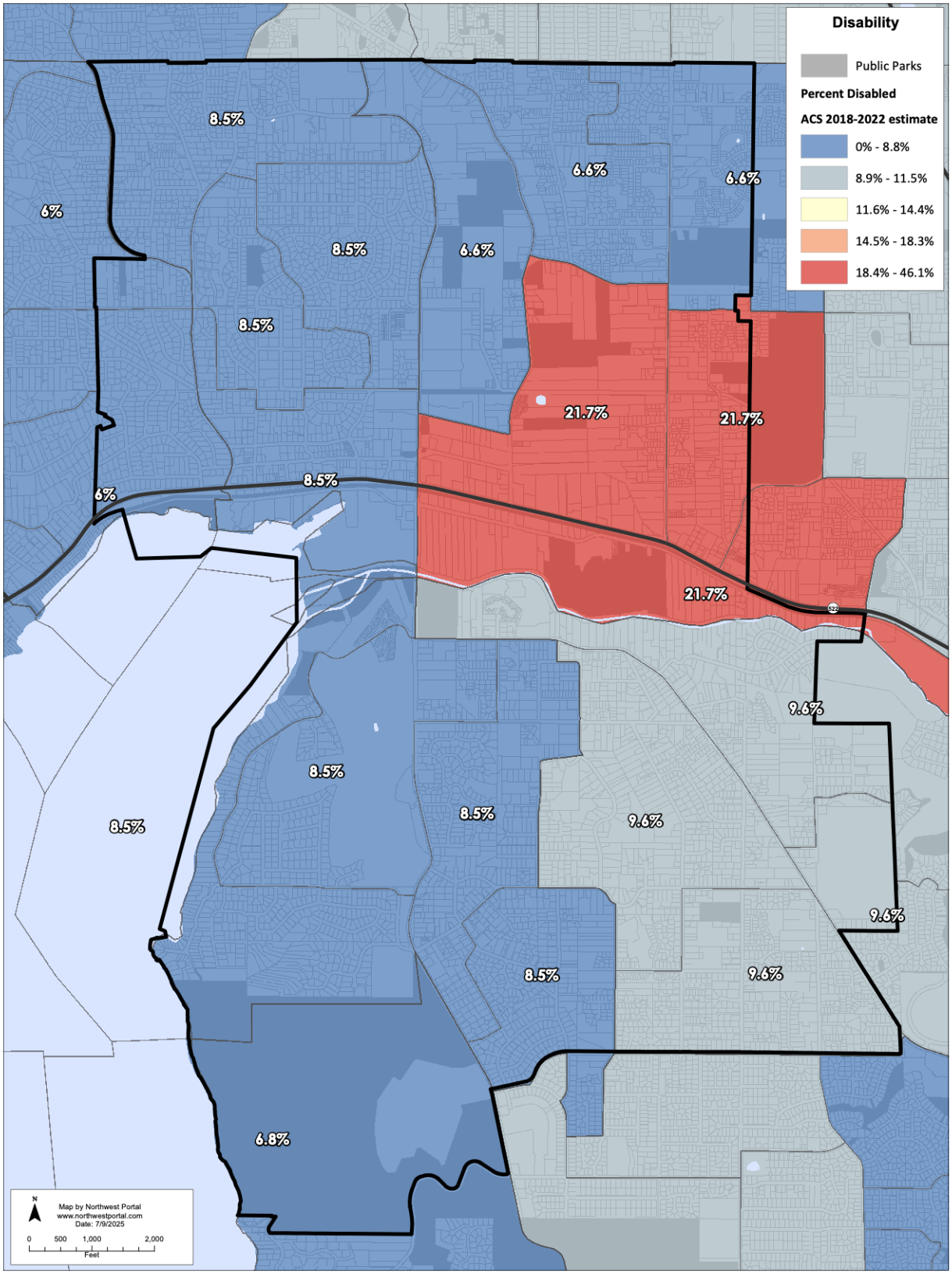
Source: Northwest Portal

FIGURE P-6: LIMITED ENGLISH PROFICIENCY



Source: Northwest Portal

FIGURE P-7: DISABILITY



Source: Northwest Portal

Existing Park Plans

Site specific master plans or concept plans have been developed for most of Kenmore's existing parks. These plans each included an extensive public process to identify what the community would like to see improved or added within the park, along with an analysis of each site to determine what types of facilities or improvements are suitable given the surrounding context. A master plan is a formal plan for a given park site that has been adopted by the Kenmore City Council. A concept plan has generally gone through the same process and review by the City Council but has not been formally adopted.

The purpose of a master plan or concept plan is to express a long-term vision for the park, trail, or open space that will guide future improvements. Features shown in the plan illustrate how different park elements could be implemented, and their relationship to other surrounding features. The ideas and improvements shown in a master plan or concept plan are implemented over time, and additional detailed design work is still needed before any construction could begin.

Updating the master plans to reflect completed improvements and/or identifying amendments or new concepts is considered in this PROS Plan update.

Park & Recreation Programming

The City of Kenmore helps organize a variety of programs and events in the city but partners with other organizations and jurisdictions to provide direct recreation programming. The city's main focus is on community events and park facility rentals, including the Hangar at Town Square. The city relies on the school district and other public, private, and non-profit organizations to provide all youth and adult sports leagues, summer camps, self-help or educational classes, cultural and performing arts events, and indoor fitness classes. Any future programming will follow this same model, with the city providing support, but other jurisdictions or organizations taking the lead role in any recreation programming.

The Hangar, opened in August of 2017, is the city's main indoor gathering space for recreational activities and events.

Community Outreach

Public opinion was gathered from a variety of outreach methods including exhibits at the Farmers Market, workshops, open houses, and a series of online surveys of household residents and voters.

General Discussion with Adjacent Jurisdictions

- All jurisdictions are running out of space for athletic fields and are converting to synthetic turf to maximize use and capacity and adding lighting to extend playable hours. Partnering with schools is another option. Current synthetic fields include one in Kirkland, one in Mountlake Terrace, and three in Bothell.
- Jurisdictions are seeing more community and cultural activity demands that identify need for central gathering spaces preferably with small stages.
- Saint Edward State Park hosts concerts in the park, paid for by Kenmore. State Parks have the space but not the funds to clean up.
- Discussions with adjacent jurisdictions on the feasibility of a regional pool.

General Thoughts

- The demand for indoor and outdoor space is an opportunity for collaborative shared space potentially in a central community space.
- A preferred location is along the Burke Gilman Trail area and waterfront.
- There is an opportunity of uniting non-profits including arts, performance, history in shared space and/or the same district.

Population Growth

Key findings related to future population growth include:

- Kenmore is a growing community with a variety of housing types throughout the city. With the majority of residents commuting to work in a single-occupancy vehicle, park and recreation facility improvements that support and encourage multi-modal transportation choices should be considered a high priority.

- Higher density residential housing occurs mostly in downtown Kenmore, where the majority of assisted housing and senior housing are also located. Activities in this area should support healthy living, encourage active recreation, and focus on ease of access to recreation opportunities.

- The population is mostly middle-aged and of a white ethnic background. However, other more diverse ethnicities are growing and are expected to continue to grow in the future. Recreation activities that appeal to older youth and active adults should be considered, along with a greater variety and flexibility in those activities to better respond to changing demographics and increasing diversity over time.

Recreation Programming

Reviewing recreation programming in the city, key findings include:

- The City has successfully partnered with other organizations and agencies to provide recreation programming in the city while the City focuses on community events.

- Recreation programming providers could expand offerings to Kenmore residents, especially for adult programs and athletic leagues.
- Tracking participation in various programs would support future planning efforts.
- Program venues should be accessible and have appropriate support facilities.
- Better access and parking, along with other supporting infrastructure, could facilitate and expand community events in Kenmore.

OBSTACLES AND OPPORTUNITIES AFFECTING FUTURE DEMAND AND NEEDS

Obstacles

Obstacles facing the City in the effort to meet demand and needs include:

Incomplete Utilization and Connection to Waterfront Assets: Since the City's incorporation in 1998, Kenmore's residents have lobbied for improved access to the city's 7+ miles of shoreline and natural resources along Lake Washington, the Sammamish River, and Swamp Creek.

Securing Assets for Future Generations: It will be important to repair and replace physical recreation assets and maintain and restore natural park assets to ensure the park and recreation system is available for future generations to enjoy.

Improved Safety for Pedestrian and Bicycle Routes to Parks: Kenmore needs to improve the safety of pedestrian and bicycle routes that link residents from where they live to where they want to recreate. The Transportation Element of the Comprehensive Plan identifies a Priority Pedestrian Network that includes pedestrian amenities along key routes to improve the walkability and safety of pedestrians in the city.

Unable to Stay and Play: Residents have a desire to stay and play locally; they have a need for facilities, programs, and services nearby. Currently, residents travel beyond the city for a variety of recreation facilities and programs. To stay and play, residents need diverse recreation experiences in Kenmore's park system, including active facilities and natural environments for more passive recreation.

Opportunities

The same process used to understand the obstacles to delivering a quality parks and recreation system also revealed several key opportunities.

Walkways and Waterways: Kenmore residents gained significant waterfront access and safe walking routes with the passage of Kenmore's Walkways & Waterways Improvements bond measure in November 2016. Proposition 1 Walkways & Waterways Improvements was the first city bond measure ever on the ballot in the City of Kenmore.

The Walkways & Waterways bond measure included new sidewalks and bicycle lanes on Juanita Drive NE and 68th Avenue NE along with public waterfront access and natural area

improvements and restoration at Log Boom Park, Rhododendron Park, and ƛ̓ax̌ʷadis (Tl' awh-ah-dees) Park for water dependent recreation. These five projects included in the $19.75 million bond measure reflect the results of public input.

Water Walk Trail: There is an opportunity to connect Log Boom Park on Lake Washington with ƛ̓ax̌ʷadis (Tl' awh-ah-dees) Park at the confluence of Swamp Creek and the Sammamish River. This water-walk trail would require acquisition or dedication of privately-owned property in between to make this idea a reality. The city can pursue opportunities for public access when key properties on the central waterfront redevelop, such as the Lakepointe Water Walk Trail.

Downtown Kenmore: The Hangar and the Town Square plaza opened for use in 2017. This new civic facility has become Kenmore's gathering place for community events and for just hanging out. New multi-family housing has been developed nearby. City Hall Park and the Jack V. Crawford Skate Court create a great central location for active recreation. The City Hall Park Master Plan hasn't been fully completed and there is capacity for creating new park amenities that could serve to meet the needs of the new and existing downtown residents.

Safe Routes Network: The walkways constructed along Juanita Drive NE and 68th Avenue NE provide a central on-street spine for a safe route network. The Burke-Gilman Trail and a Tolt Pipeline trail create a start for an east-west spine for a network of on-street and off-road pedestrian and bicycle routes to connect the residential community to the park and recreation system. The City has begun to aggregate open space land along Swamp Creek corridor that could create an off-road north-south connection.

Partnerships: Kenmore relies on partnerships for providing park and recreation facilities, programs and services. Partners provide facilities, programs and services that provide for, activate and care for the park and recreation system. Creating new partnerships will provide a more sustainable park and recreation system for future generations.

Intergovernmental Coordination Opportunities: Regional approaches for meeting park and recreational demand are ongoing. The Northshore Parks and Recreation Service Area (NPRSA), a regional taxing district, was created in 1988 by Bothell, Snohomish and King County and was updated in 2001 to include Kenmore and Woodinville. NPRSA supports the Northshore Senior Center (NSC) located in Bothell and, in 2024-2025, NPRSA developed an aquatics center need analysis and location study to consider options for locating a regional community center with potential aquatic center.

Potential to work with King County as part of the King County Land Conservation initiative to acquire land for open space. Over the last several years the City has acquired land within the Swamp Creek basin for open space conservation.

Potential to partner with Seattle Public Utilities on agreements to improve portions of the Tolt Pipeline right-of-way.

Opportunities to Play: For Kenmore residents to stay and play, recreation program opportunities and sufficient facilities need to exist including community gathering spaces such as off-leash dog

parks or community gardens. Adding these facilities to existing parks or new parks within the system will create a more diverse park system and provide greater opportunities for residents to stay and play.

GOALS, OBJECTIVES, AND POLICIES

Following are the Parks, Recreation and Open Space goals, objectives and policies. The goals outline overarching priorities that establish the vision for the Parks, Recreation and Open Space Element. Objectives provide direction and policies provide the action to support the goals. These actions are specifically related to the implementation of a healthy, viable, and balanced park and recreation system for Kenmore.

Goals and policies form the framework for the Parks, Recreation, and Open Space (PROS) Plan. A goal may change over time to reflect changing community values or economic conditions. Policies are more specific statements that describe a means to achieving goals, are measurable, and also may change over time.

The goals and policies were developed to provide policy direction for implementation strategies and actions.

GOAL P-1 Develop new and maintain existing parks, trails, and waterfront areas to support a balance of both active and passive recreation, while also prioritizing protection and stewardship of the city's waterways and natural resources.

Objective P-1.1 Provide high quality maintenance and stewardship of Kenmore parks and open spaces that are sustainable, safe, and attractive to use.

Policy P-1.1.1 Evaluate park and recreation facilities to ensure safety and operational requirements are being met.

Policy P-1.1.2 Maintain an asset maintenance and life cycle replacement schedule for all park assets.

Policy P-1.1.3 Provide procedures, practices, and resources to maintain and operate a quality park and recreation system.

Policy P-1.1.4 Establish and adopt park maintenance standards and practices for the park and recreation system.

Policy P-1.1.5 Conduct regular safety inspections of park and recreation facilities and correct any safety issues.
Policy P-1.1.6 Repair, replace/upgrade parks assets based on their condition and prior to reaching the end of their expected life cycle.

Policy P-1.1.7 Use equipment, landscaping, and design techniques that reduce long-term maintenance costs and increase safety for park users.

Policy P-1.1.8 Incorporate sustainable design for new or renovation to existing park and recreation facilities. For example, incorporate the use of low impact development and green building best practices.

Policy P-1.1.9 Incorporate sustainable practices when implementing recreation program offerings. For example, consider impacts of recreational programs scheduled in natural areas.

Objective P-1.2 Establish and implement plans, development policies, regulations, and incentives for waterfront access to retain views and create water dependent recreational opportunities in conjunction with private and public development.

Policy P-1.2.1 Continue to identify public and private parcels to locate a Water Walk from Log Boom Park to ƛ'aǎwadis (Tl'awh-ah-dees) Park.

Policy P-1.2.2 Identify specific opportunities for joint development, partnership, and other options for implementing a Water Walk.

Policy P-1.2.3 Develop a Waterfront Strategic Plan to improve park activities and access (physical or visual) along the waterfront while also focusing on the protection of sensitive natural areas.

Policy P-1.2.4 Allow sufficient space from the shoreline for natural ecosystem processes when considering Water Walk trail locations, especially those involving hardscapes.

Policy P-1.2.5 Adopt development regulations and incentives that are consistent with and further the implementation of a Waterfront Strategic Plan.

Policy P-1.2.6 Seek external funding sources or partnerships to provide public access and ensure water-dependent recreational opportunities are available.

Policy P-1.2.7 Identify and retain important public access and view corridors to Lake Washington and the Sammamish River.

GOAL P-2 Preserve, restore, maintain, and enhance built and natural environments to ensure quality and equitable recreational opportunities exist.

Objective P-2.1 Identify and implement strategies to preserve, restore, and enhance both built and natural environments within parks and recreational areas to support high-quality, sustainable recreational opportunities for current and future users.

Policy P-2.1.1 Identify opportunities to provide access, views, and education of environmental critical areas.

Policy P-2.1.2 Establish and implement development regulations and incentives to provide access and protection to critical areas.

Policy P-2.1.3 When developing parks, create a balance between habitat restoration, particularly

salmon habitat, enhancement, and public access.

Policy P-2.1.4 Develop a Strategic Plan to explore opportunities for continuing habitat and riparian corridor restoration and that includes opportunities for public access where appropriate.

Policy P-2.1.5 Seek funding sources to support efforts for habitat restoration, enhancement and public access.

Policy P-2.1.6 Develop aquatic weed and vegetation management plans for parks with critical areas.

Policy P-2.1.7 Identify resource management agencies, such as the Water Resource Inventory Area (WRIA 8) Salmon Recovery Council, and other partners to steward critical areas in parks and open spaces.

Policy P-2.1.8 Develop and install interpretive signage to inform and educate about environmental sustainability, as well as the value and function of environmental critical areas.

Policy P-2.1.9 Develop and install signage to inform and educate about community history including the importance of First Nations and Indigenous peoples, culture, and history

Policy P-2.1.10 Identify agencies and organizations in partnership with the City that support volunteer programs and efforts focused on habitat restoration, vegetation management, and stewardship.

Policy P-2.1.11 Develop, consider, and implement climate resiliency measures that mitigate the impacts of climate change (for example: heat islands) such as planting trees, and vegetation in parks and in corridors connecting parks.

GOAL P-3 Promote safe multimodal and non-motorized access to parks and recreational facilities in the city.

Objective P-3.1 Develop an interconnected road and off-road trail system throughout Kenmore that supports both regional and local active transportation, destinations and recreation, while thoughtfully protecting and integrating habitat corridors.

Policy P-3.1.1 Prepare, communicate, and promote a safe routes plan which maps a network of pedestrian and bicycle connections from neighborhoods to downtown, the waterfront, parks, and public facilities ensuring equitable, inclusive, and accessible access.

Policy P-3.1.2 Identify and create opportunities to provide connections to parks, trails, and open space in adjoining cities including access to and parking for trail heads.

Policy P-3.1.3 Review development proposals for creating viewpoints, view corridors and easements for pedestrian and bicycle connections to parks, recreation, and open space facilities.

Policy P-3.1.4 Plan and develop park connections utilizing transportation corridors, as appropriate (e.g., 68th Avenue NE, 73rd Avenue NE).

Policy P-3.1.5 Pursue the acquisition of easements and develop the Tolt Pipeline Trail linking to adjoining cities excluding crossing the Swamp Creek wetland, consistent with the transportation element.

Policy P-3.1.6 Establish and implement development regulations and incentives for new development to provide pedestrian/bicycle routes.

GOAL P-4 Preserve, develop, and enhance existing parks and open space to provide quality passive and active recreation opportunities and community needs.

Objective P-4.1 Develop facilities and programs that adapt to demographic shifts, community input, and identified needs.

Policy 4.1.1 Design and manage Kenmore parks to support a balanced mix of active (e.g., sports, playgrounds) and passive (e.g., trails, picnic areas, nature observation) recreational uses, ensuring options that are equitable, inclusive, and accessible for all ages, interests, and abilities.

Policy 4.1.2 Based on the level of service analysis for Kenmore, consider improving and developing new features or amenities at existing parks that enhance experiences.

Policy 4.1.3 Continue to monitor and assess baseline and benchmark data, level of service, trends, community needs, demand, participation, satisfaction, and other key metrics for all recreational programs so that informed decisions can be made for appropriate investment.

Policy P-4.1.4 Pursue opportunities to ensure equitable access to all residents with access to an aquatic facility.

Policy P-4.1.5 Complete strategic plans and development of park and recreation facilities as funding allows.

Objective P-4.2 Explore partnership opportunities to acquire properties to develop new parks and facilities to meet existing and future park needs.

Policy P-4.2.1 Pursue local and regional partnerships with public and private entities to support planning, enhancement, and maintenance for parks and recreational facilities and programming.

Policy P-4.2.2 Identify areas of Kenmore to locate a variety of park types and sizes that fit both localized and city-wide needs, depending on their location (e.g., mini, active, passive).
Policy P-4.2.3 Collaborate with private property owners and the business community to incorporate and expand public spaces throughout Kenmore.

Objective P-4.3 Encourage pursuing multi-purpose and/or joint use of school district (including adjoining school districts), special district, government, non-profit and other similar agency facilities for civic, recreational, cultural, and beautification activities.

Policy P-4.3.1 Partner with local jurisdictions, public agencies, and regional park providers to coordinate master plans, share facilities, and expand recreation opportunities such as aquatic centers and trails.

Policy P-4.3.2 Collaborate with organizations and agencies to enhance the city's visual character through landscaping, public art, and thoughtful design.

Policy P-4.3.3 Encourage and actively support and partner with volunteer participation in park maintenance, programming, and stewardship by providing the resources needed for success.

GOAL P-5 To meet the diverse needs of the community, expand arts and cultural facilities and opportunities in Kenmore.

Objective P-5.1: Expand community access to public art and cultural programs in Kenmore.

Policy P-5.1.1 Support efforts to restore, protect, preserve, and foster education and stewardship of natural, cultural, artistic, and historic resources.

Policy 5.1.2 Build partnerships with community organizations, particularly those representing diverse cultural groups, to collaboratively plan and host inclusive community-building events for all residents.

Policy P-5.1.3 Identify locations for expanding opportunities for diverse indoor and outdoor spaces for arts and cultural activities and events.

Policy P-5.1.4 Explore opportunities to integrate public art throughout Kenmore's parks, recreational facilities, and cultural programing with an emphasis on celebrating the area's history, natural environment, and cultural diversity.

Policy P-5.1.5 Encourage partnerships with Indigenous peoples to highlight Native history, traditions, and contemporary expression through public art, cultural events, interpretive elements, and educational programming.

Policy P-5.1.6 Continue to expand urban park amenities, including public art and cultural elements, in Kenmore's downtown.

Objective P-5.2 Provide equitable opportunities for diverse and affordable arts and recreation programs and community and cultural events.

Policy P-5.2.1 Support the efforts of organizations that offer recreation and arts programs and community and cultural events.

Policy P-5.2.2 Publicize arts and recreation programs and community and cultural event opportunities in the city using the newsletter, webpage, and other marketing materials.

Policy P-5.2.3 Promote private arts, recreation, and cultural programming and facilities within the city.

Policy P-5.2.4 Promote plans that increase park amenities to existing parks that support new trends in recreation, arts, and culture to continue to meet community needs.

Policy P-5.2.5 Support recreation, arts, and cultural providers in offering opportunities in Kenmore and defining the City's role in providing programs for the community.

Policy P-5.2.6 Ensure that all future capital improvement projects have an allowance for art and cultural elements.

GOAL P-6 Guide parks, recreation, and open space development through strategic, community-based planning.

Objective P-6.1 Establish a comprehensive, data-informed, and community-driven planning framework to guide the development, improvement, and management of Kenmore's parks and recreation system, ensuring alignment with community needs, strategic priorities, and sustainable funding strategies.

Policy P-6.1.1 Maintain and periodically update the Park, Recreation, and Open Space (PROS) Plan, park master plans, and ordinances to reflect evolving community needs and citywide goals.

Policy P-6.1.2 Use inclusive public involvement to identify recreation needs, set priorities, and shape the vision for park improvements and land acquisition.

Policy P-6.1.3 Conduct inventories, needs assessments, and level of service analyses to inform planning and decision-making for parks and recreation.

Policy P-6.1.4 Identify funding sources, prepare capital improvement plans, and establish acquisition strategies to ensure sustainable investment in park facilities.

Policy P-6.1.5 Coordinate the parks and recreation system with other City strategic plans to maximize benefits and community impact.

GOAL P-7 Identify and implement a stable and durable revenue source for acquisition and maintenance of the City's parks, recreation, and open space assets.

Objective P-7.1 Identify City and agency partnerships for joint development and maintenance of parks, recreation, and open space assets.

Policy P-7.1.1 Budget for capital, operations, maintenance, and site mitigation before committing to new park projects or programs. However, land acquisition for parks and open space can sometimes be a strategic opportunity where future costs for development and maintenance may not be known.

Policy P-7.1.2 Develop and maintain a six-year Capital Improvement Program to guide park and recreation priorities and funding needs.

Policy P-7.1.3 Pursue a mix of funding sources—including grants, partnerships, impact fees, and regional collaborations—to support acquisition, development, restoration, and programming.

Policy P-7.1.4 Collaborate with service districts, organizations, and volunteers to expand recreation opportunities and steward parks.

Policy P-7.1.5 Plan for long-term feasibility of the existing senior center to consider improvements or expansion of the existing facility or full replacement if no longer adequate to serve the community's needs.

IMPLEMENTATION STRATEGIES

The Capital Facilities Element includes the 20-year capital facilities project list for master plans, acquisitions, and development projects necessary to implement the PROS Plan. The Capital Facilities Plan (CFP) identifies a series of fiscally unconstrained capital projects that are based on the overall vision and goals for the park system and the key findings from the demand and needs analysis. If implemented, these projects will respond to the needs of the community, meet or exceed the proposed level of service, and result in a relevant and vibrant park, recreation, and open space system well into the future.

Financial strategies for implementing the list of master planning, acquisitions, and development projects, as well as supporting administration, park maintenance, repair and replacement (R&R) requirements are included in the PROS Plan based on the city's financial trends, park impact fees (PIF), Real Estate Excise Tax (REET) proceeds, possible limited park levies and bonds, and grants, among others. Financial strategies and the resulting CFP list will be tested with a voter household survey and the City Council, accordingly.

REFERENCES

Parks, Recreation, and Open Space Plan, 2026-2032

TABLE CF-A

PARKS CAPITAL IMPROVEMENTS

CITY OF KENMORE

2025-2040 FISCALLY UNCONSTRAINED LIST

Master Plans and Feasibility Analysis		
Swamp Creek Wetland	Develop conservation and public access plan	$75,000
Linwood Park	Develop master plan	$100,000
City Hall/Skate Court	Assess feasibility of universal playground	$60,000
Moorlands Park	Assess feasibility of turf capacity improvements	$45,000
Twin Springs Park	Develop master plan including beaver pond conservation	$100,000
Inglewood Wetlands	Develop master plan for conservation, public viewpoints	$80,000
181st Streetscape	Develop urban corridor plan and design	$100,000
SR-522 Overpass	Assess feasibility of an overpass at 65th Avenue	$125,000
Swamp Creek Underpass	Assess feasibility of an underpass of SR-522 and 175th Street at 80th Avenue	$150,000
Subtotal Master Plans and Feasibility		**$835,000**
Acquisition		
Swamp Creek	Acquire wetland property -	$7,800,000
Lakepointe	Acquire park site - 3.5 acres	$5,250,000
Waterwalk	Acquire shoreline from Lakepointe - 11 acres	tbd
ƛ̓aǰʷadis (Tl'awh-ah-dees) Park	Acquire open space property 12.6 acres	tbd
Athletic Fields	Acquire site - 7 acres	$10,500,000
NE 182nd Street Mini Park	Acquire minipark to fill park gap in neighborhood 1	$1,200,000
80th/83rd Avenue Mini Park	Acquire minipark to fill park gap in neighborhood 2	$1,200,000
Simonds Road Mini Park	Acquire minipark to fill park gap in neighborhood 3	$1,200,000
Moorlands Mini Park	Acquire minipark to fill park gap in neighborhood 4	$1,200,000
Recreation Center	Acquire site for multigenerational community/recreation center	$7,500,000
Cultural Center	Acquire site for fine and performing arts, and cultural and historic center	$3,750,000
Aquatic Center	Acquire site for regional aquatic facility	tbd
181st Streetscape	Acquire pocket or urban parklets in downtown, higher density neighborhood	$925,000
Subtotal Acquisition		**$40,525,000**

Development – Hold Over Projects		
Twin Springs Park	Minimal park improvements to open park	$35,000
ƛ̓ax̌ʷadis (Tl'awh-ah-dees) Park	Monitor/maintain mitigation improvements (2024-2034)	$60,000 (annual cost)
Log Boom Park	Monitor/maintain mitigation improvements (2023-2027)	$50,000 (annual cost)
Rhododendron Park	Monitor/maintain mitigation (2022-2026) improvements	$3,200 (annual cost)
Tolt Pipeline Trail	Construct phase 2 - 73-80th	tbd
Subtotal Holdover Projects		**$148,200**

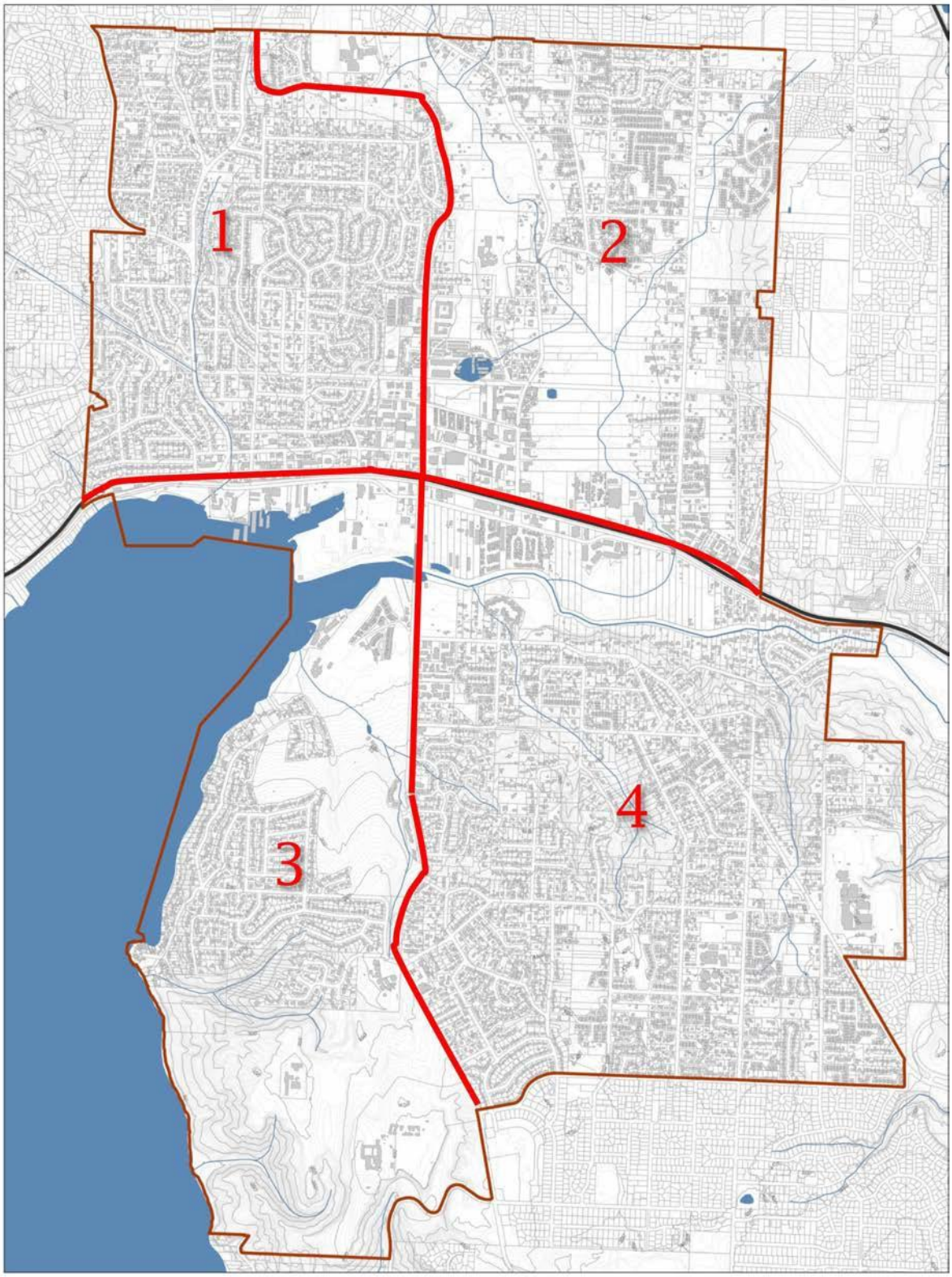
Concept Development - Parks		
Lakepointe	Develop Lakepointe gathering area with supporting audio, lighting, and other services for summer festivals and events	$15,000,000
Linwood Park	Install picnic shelter, upgrade playground	$425,000
Northshore Summit Park	Install picnic shelter, sport court	$310,000
Wallace Swamp Creek Park	Install signage, picnic shelter, 3 picnic tables, play area,, and parking improvements	$940,000
Twin Springs Park	Develop pond overlook, 0.5-mile secondary paths, stream crossing, play areas, 3 picnic tables, improve parking lot	$900,000
Town Square	Expand amenities when neighboring properties redevelop	tbd
City Hall/Jack V. Crawford Skate Court	Add universal playground, add overhead canopy with bleachers, develop pump track extension, add benches, seating, and picnic tables	$1,210,000
Log Boom Park	Provide kayak access from pier	tbd
Rhododendron Park	Pave and extend ADA trails, reconfigure basketball for sports court, add wayfinding signage	$770,000
Moorlands Park	Add sports court, improve turf on ballfield, install security lighting at shelter and restroom	$1,110,000
Harbor Village Marina	Add wayfinding signage	$10,000
Athletic Fields	Install turf and lights on 2 rectangular fields	$820,000
Senior Center	Upgrade 2,220 square foot building in Rhododendron Park for seniors and/or meeting facilities	$444,000
Recreation Center	Develop 18,000 square foot multigenerational community/recreation center with 2 basketball courts with 4 pickleball court overlays, physical conditioning/wellness, lockers and showers, studio/classrooms	$14,400,000
Cultural Arts Center	Develop 28,000 square foot regional facility with 15,850 square foot black box theater, 4,290 square foot art studio and workshops, 4,290 square foot historical center, and 3,570 square foot café, lobby, gallery	$22,400,000
Aquatic Center	Develop regional aquatic facility	tbd
Neighborhood 1*	Install 2 picnic tables, playground ages 5-12, sport court	$540,000

Neighborhood 2*	Install 2 picnic tables, playground ages 5-12, sport court	$540,000
Neighborhood 3*	Install 2 picnic tables, playground ages 5-12, sport court	$540,000
Neighborhood 4*	Install 2 picnic tables, playground ages 5-12, sport court	$540,000
Dog Park	Joint venture with Bothell for dedicated dog park facility	tbd
Subtotal Parks Development		**$60,899,000**
Concept Development – Trails		
181st Streetscape	Develop urban gathering areas, parklets in downtown, higher density neighborhoods	$1,000,000
Waterfront gathering area	Develop pedestrian linkages between Burke-Gilman Trail, SR-522 over and undercrossings, ƛ'ax̌ʷadis (Tl'awh-ah-dees), Log Boom Park, and Lakepointe for activities node	$540,000
Tolt Pipeline Trail	Develop 2.32-mile path around Swamp Creek and master plan links with Bothell and Lake Forest Park	$950,000
Inglewood Wetlands	Develop 0.55-mile access trails and viewpoints	$225,000
ƛ'ax̌ʷadis (Tl'awh-ah-dees) Park	Develop 0.3-mile trail north to 175th Street Bridge, 0.3-mile trail south to bridge over Swamp Creek, add lighting in parking lot and park, add playground	$245,000
Swamp Creek Trail	Extend 0.86-mile trail from ƛ'ax̌ʷadis (Tl'awh-ah-dees) Park north around Swamp Creek	$350,000
NE 181st Street Trail	Extend 0.15-mile trail from 181st Street to connect with Swamp Creek Trail	$62,000
NE 198th Street Trail	Extend 0.14-mile trail from Wallace Swamp Creek Park to 198th Street	$58,000
ƛ'ax̌ʷadis (Tl'awh'ah-dees)/Rhodo-dendron Park Trail	Develop 0.27-mile trail and bridge over Sammamish River and along the south shoreline to Rhododendron Park	$110,000
Lakepointe Trail	Develop 0.73-mile trail from Burke-Gilman around Lakepointe to Juanita Drive	$780,000
Burke-Gilman Trail	SR-522 Burke-Gilman Accessibility Project	$1,745,000
Burke-Gilman Trail	Extend 0.25-mile trail to Juanita Drive to Saint Edwards State Park to Big Finn Hill	$270,000
Burke-Gilman Trail	Develop 175-foot overpass of SR-522/Bothell Highway at 65th Avenue to 175th Street	tbd
Burke-Gilman Trail	Develop 0.15-mile underpass of SR-522/175th Street at Swamp Creek to 192nd Street	tbd
Subtotal Trails Development		**$6,335,000**
Grand Total		**$108,742,200**

* See Figure CF-A for neighborhood quadrants.

tbd – to be determined when project details are established. All cost estimates are in 2025 dollars.

FIGURE CF-A
NEIGHBORHOOD QUADRANTS



City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Standards for the Delivery of Indigent Public Defense Services Pursuant to Supreme Court Order No. 25700-A-1644 **Department:** City Manager's Office **Prepared by:** Stephanie Lucash Deputy City Manager **Attachments:** 1. Supreme Court Order No. 25700-A-1644 2. Resolution #25-438 3. Washington State Bar Association Standards for Indigent Defense Services	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒Adopt/Approve ☐Authorize ☐Other: Motion to adopt Resolution #25-438 regarding standards for the delivery of indigent public defense pursuant to Supreme Court Order No. 25700-A-1644.

Approvals:

Department Head	SLL 11/14/25	City Attorney	DR 11/18/25	Finance Director	MM 11/17/25	City Manager	TK 11/20/25	Optional	

Summary/Background:

Washington State Supreme Court Order No. 25700-A-1644 (Attachment 1), with an effective date of January 1, 2026, was signed on June 9, 2025, and establishes new standards for the delivery of public defense services in Washington State. In order to be consistent with these new standards, the city needs to adopt a resolution (Resolution #25-438; Attachment 2).

The provision of these services is required by state law. RCW 10.101.030 requires counties and cities to adopt standards for the delivery of indigent public defense services. The Washington State Supreme Court adopted standards for the provision of indigent public defense services in Washington Court Rules (CrR 3.1, CrRLJ 3.1 and JuCR 9.2). The Washington State Bar Association has set standards for Indigent Defense Services (Attachment 3) for providing public defense to indigent individuals charged with misdemeanors within the city.

This action ensures compliance with Washington State Supreme Court Order No. 25700-A-1644 prior to its effective date of January 1, 2026.

Previous Council Action(s):

The Kenmore City Council has previously adopted standards for the delivery of indigent public defense services to ensure consistency with RCW 10.101.030. The most recent action on this topic was the

adoption of Resolution #25-433 on July 21, 2025. This action amends Resolution #25-433 to be consistent with Washington State Supreme Court Order No. 25700-A-1644.

Fiscal Consideration:

City staff will work with our city's contracted public defender to ensure these new requirements are met in 2026 and beyond. Budget impacts are still not yet fully known. To be consistent with the new Supreme Court order, once the 10-year phase-in is complete, misdemeanor caseloads will be capped at 120 per attorney, down from 400. For our contracted public defense firm, this would mean growing from 17 to 52 attorneys if the standard were applied immediately.

In 2024, Kenmore had 45 public defense cases, so capacity is not an issue—but we can expect cost increases as the allowable caseload per attorney shrinks. City staff will provide the city council with updates on this issue as more information is known in 2026 and beyond.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

This item supports the following objective in the City's DEIA Strategic Plan:

Objective 6.2 Collaborate with the court, prosecutor, public defender in promoting equity and lifting people from a downward cycle in the criminal justice system.

City Council Priorities or Budget Objective Being Addressed:

The City's public defense work is part of its core mission. In addition, this work supports Council Priority 8: Continue to implement the Diversity, Equity, Inclusion and Accessibility (DEIA) Strategic Plan, including social justice reform.

FILED
SUPREME COURT STATE
OF WASHINGTON
JUNE 9, 2025
BY SARAH R. PENDLETON
CLERK

THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE STANDARDS FOR INDIGENT DEFENSE IMPLEMENTATION OF CrR 3.1, CrRLJ 3.1, AND JuCR 9.2	)	**O R D E R** NO. 25700-A-1644

The Washington State Supreme Court in October 2023 requested that the Washington State Bar Association ("WSBA") Council on Public Defense ("CPD") review a newly released National Public Defense Workload Study ("The Rand Study") and provide recommendations, if any, to the Court.

As a result of that review, the CPD proposed comprehensive revisions to the WSBA Standards for Indigent Defense Services. The WSBA Board of Governors, after receiving public comments, adopted the proposed revised Standards and forwarded them to the Court with a recommendation that the Court incorporate the WSBA-adopted revised Standards into the Court's Standards in CrR3.1, CrRLJ 3.1, and JuCR 9.2.

The Court, in June 2024, published the WSBA proposed Standards for comment and held two public hearings on those proposed Standards on September 25, 2024 and November 13,

2024. The Court has, to date, held three lengthy internal work sessions to review all of the comments and testimony, and to discuss each proposed Standard.

Although the Court has not completed its full review, the Court is aware that: (1) budget planning is underway in local jurisdictions; (2) it would help that process for planners to know as soon as possible about any revised caseload standards that will be adopted; and (3) the crisis in the provision of indigent criminal defense services throughout our state requires action now to address the crisis and to support quality defense representation at every level. Thus, in advance of a full decision on all parts of the CPD's proposal, we provide this summary communication of the Court's conclusions on caseloads. The reality is that many aspects of indigent criminal defense services vary by structure and location, so the Court is adopting an approach which accommodates that diversity while fostering real and meaningful reductions in caseloads as soon as possible, where necessary.

Now therefore, it is hereby ORDERED:

1. Effective January 1, 2026, the caseload standard for each full-time appointed felony attorney for any 12 month period shall be 47 felony case credits; and for each full-time appointed misdemeanor attorney for any 12 month period shall be 120 misdemeanor case credits; and for each full-time appointed attorney for a respondent in civil commitment proceedings for any 12 month period shall be 250 commitment case credits. Implementation of these caseload standards must be accomplished as soon as reasonably possible. Implementation may, however, be accomplished in a phased approach with an annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026), until the

new standard has been met. Full compliance must occur no later than ten years from January 1, 2026.

2. The Court declines to adopt the mandatory method of case counting and weighting in the proposed standards. However, we endorse the importance of case weighting to measure case credits and actual case counts, including inherited cases, to make the mandatory caseload limits meaningful. Thus, case weighting to measure case credits is permissible and encouraged. Case weighting should rely on written policies and procedures that have been adopted and published by the local government entity responsible for employing, contracting with, or appointing counsel for indigent defendants and respondents. Such case weighting may use the method in the Rand Study relied upon by the WSBA CPD and the rules for weighting contained in the WSBA's adopted Standards. All policies on case counting and weighing shall, at a minimum, comply with principles in the current court rule Standards 3.5 and 3.6. If no case weighting system is adopted, the maximum caseload count is the actual number of cases referenced above for each case type.

3. There shall be an evaluation of the progress and impact of these caseload standards three years after the effective date of these standards. Implementation shall continue during the evaluation.

4. Rule amendments concerning revised caseload standards will be announced in the near future, once the court's review is complete.

IT IS SO ORDERED, this 9th day of June, 2025.

CHIEF JUSTICE

Johnson, J.

Yu, J.

Madsen, J.

Montoya-Lewis, J.

González, J.

Whitener, J.

Gordon McCloud, J.

Mungia, J.

CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 25-438

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, AMENDING RESOLUTION NO. 25-433 WHICH ADOPTED STANDARDS FOR THE DELIVERY OF INDIGENT PUBLIC DEFENSE SERVICES TO COMPLY WITH WASHINGTON STATE SUPREME COURT ORDER NO. 25700-A-1644 WHICH AMENDS CASELOAD STANDARDS AND AUTHORIZES PHASED COMPLIANCE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Kenmore (City) prosecutes misdemeanor offenses that are committed within the City's limits; and

WHEREAS, in accordance with the 6th Amendment of the United States Constitution, and Article I, Section 22 of the Washington Constitution, persons charged with misdemeanors who are deemed indigent are entitled to the effective assistance of counsel at public expense; and

WHEREAS, RCW 10.101.030 requires counties and cities to adopt standards for the delivery of indigent public defense services; and

WHEREAS, the City Council adopted Resolution 25-433 which adopted standards for the delivery of indigent public defense services; and

WHEREAS, on June 9, 2025, the Washington Supreme Court issued Washington State Supreme Court Order No. 25700-A-1644 (Order), which revised indigent public defense standards and allowed phasing of the Order, which is effective January 1, 2026; and

WHEREAS, in accordance with RCW 10.101.030 and the recently issued Order, the City Council desires to amend Resolution 25-433 to revise its standards for indigent public defense services which it deems to be in the public interest.

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

Section 1. Amendment. Section 1 of Resolution 25-433 is hereby amended to read as follows:

> Section 1. Adoption. The City Council adopts the "Standards for Indigent Defense" as they currently exist and apply in in Washington State Court Rules: CrR 3.1 (Rules for Superior Court Criminal); CrRLJ 3.1 (Rules for Courts of Limited Jurisdiction Criminal), and JuCR 9.2 (Rules for Juvenile Court). Provided that, effective January 1, 2026, the City Council adopts the revised caseload standards set forth in

Washington Supreme Court Order No. 25700-A-1644 (Order), which will be implemented in a phased approach with annual reduction of at least 10% of the difference between the current standards and the new standard (as measured on January 1, 2026) until the new standard has been met. Full compliance will occur no later than ten years from January 1, 2026. For purposes of this section "current standards" mean the standards in effect prior to the adoption of this resolution. ~~This does not include the standards adopted under Washington State Supreme Court Order No. 25700-A-1644, which do not apply until January 1, 2026.~~ When entering into contracts for the delivery of indigent public defense standards, the City will be guided by the following standards set forth in the Washington State Bar Association Standards for Indigent Defense Services, dated March 8, 2024: Standard Five: Administrative Costs, Standard Six: Investigators, Standard Seven: Support Services and Standard Eight: Reports of Attorney Activity.

Section 2. Copy of Standards. The City Clerk is directed to have a copy of the standards adopted herein on file and available for public review.

Section 3. Effective Date. This resolution shall take effect and be in force immediately.

PASSED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE ___ DAY OF _____ 2025.

CITY OF KENMORE

_____
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

_____
Scott Passey, City Clerk

APPROVED AS TO FORM:

_____
Dawn Reitan, City Attorney

Washington State Bar Association

Standards for Indigent Defense Services

[Revised September 1, 2021]

STANDARD ONE: Compensation

Standard:

Public defense attorneys and staff should be compensated at a rate commensurate with their training and experience. To attract and retain qualified personnel, compensation and benefit levels should be comparable to those of attorneys and staff in prosecutorial offices in the area.

For assigned counsel, reasonable compensation should be provided. Compensation should reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the case. Assigned counsel should be compensated for out-of-pocket expenses.

Contracts should provide for extraordinary compensation over and above the normal contract terms for cases which require an extraordinary amount of time and preparation, including, but not limited to, death penalty cases. Services which require extraordinary fees shall be defined in the contract.

Attorneys who have a conflict of interest shall not have to compensate the new, substituted attorney out of their own funds.

Flat fees, caps on compensation, and lump-sum contracts for trial attorneys are improper in death penalty cases. Private practice attorneys appointed in death penalty cases should be fully compensated for actual time and service performed at a reasonable hourly rate with no distinction between rates for services performed in court and out of court. Periodic billing and payment should be available. The hourly rate established for lead counsel in a particular case should be based on the circumstances of the case and the attorney being appointed, including the following factors: the anticipated time and labor required in the case, the complexity of the case, the skill and experience required to provide adequate legal representation, the attorney's overhead expenses, and the exclusion of other work by the attorney during the case. Under no circumstances should the hourly rate for lead counsel, whether private or public defender, appointed in a death penalty case be less than $125 per hour (in 2006 dollars).

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 5-2.4 and 5-3.1.

American Bar Association, *Guidelines for the Appointment and Performance in Death Penalty Cases,* 1988, Standard 10-1.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts,* 1973, Standards 13.7 and 13.11.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard IV-4.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contracts,* 1984, Standard III-10 and III-11.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies,* 1982, Guideline No. 6.

STANDARD TWO: Duties and Responsibilities of Counsel

Standard:

The legal representation plan shall require that defense services be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by the American Bar Association, applicable state bar association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. Counsel's primary and most fundamental responsibility is to promote and protect the interests of the client.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 4-1.1, 5-5.1 and 5-1.1.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts,* 1973, Standards 13.1.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard II-2.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts,* 1984, Guideline III-18.

American Bar Association *Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases.* [Link]

STANDARD THREE: Caseload Limits and Types of Cases

Standard:

1. The contract or other employment agreement or government budget shall specify the types of cases for which representation shall be provided and the maximum number of cases which each attorney shall be expected to handle.

2. The caseload of public defense attorneys shall allow each lawyer to give each client the time and effort necessary to ensure effective representation. Neither defender organizations, county offices, contract attorneys nor assigned counsel should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. As used in this Standard, "quality representation" is intended to describe the minimum level of attention, care and skill that Washington citizens would expect of their state's criminal justice system.

3. **General Considerations:** Caseload limits reflect the maximum caseloads for fully supported full-time defense attorneys for cases of average complexity and effort in each case type specified. Caseload limits assume a reasonably even distribution of cases throughout the year.

   The increased complexity of practice in many areas will require lower caseload limits. The maximum caseload limit should be adjusted downward when the mix

of case assignments is weighted toward offenses or case types that demand more investigation, legal research and writing, use of experts, use of social workers, or other expenditures of time and resources. Attorney caseloads should be assessed by the workload required, and cases and types of cases should be weighted accordingly.

If a defender or assigned counsel is carrying a mixed caseload including cases from more than one category of cases, these standards should be applied proportionately to determine a full caseload. In jurisdictions where assigned counsel or contract attorneys also maintain private law practices, the caseload should be based on the percentage of time the lawyer devotes to public defense.

The experience of a particular attorney is a factor in the composition of cases in the attorney's caseload.

The following types of cases fall within the intended scope of the caseload limits for criminal and juvenile offender cases in Standard 3.4 and must be taken into account when assessing an attorney's numerical caseload: partial case representations, sentence violations, specialty or therapeutic courts, transfers, extraditions, representation of material witnesses, petitions for conditional release or final discharge, and other matters that do not involve a new criminal charge.

Definition of case: A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. In courts of limited jurisdiction multiple citations from the same incident can be counted as one case.

4. **Caseload Limits:** The caseload of a full-time public defense attorney or assigned counsel shall not exceed the following:

150 Felonies per attorney per year; or

300 Misdemeanor cases per attorney per year or, in jurisdictions that have not adopted a numerical case weighting system as described in this Standard, 400 cases per year; or

250 Juvenile Offender cases per attorney per year; or

80 open Juvenile Dependency cases per attorney; or

250 Civil Commitment cases per attorney per year; or

1 Active Death Penalty trial court case at a time plus a limited number of non death penalty cases compatible with the time demand of the death penalty case and consistent with the professional requirements of Standard 3.2 *supra*; or

36 Appeals to an appellate court hearing a case on the record and briefs per attorney per year. *(The 36 standard assumes experienced appellate attorneys*

handling cases with transcripts of an average length of 350 pages. If attorneys do not have significant appellate experience and/or the average transcript length is greater than 350 pages, the caseload should be accordingly reduced.)

Full time Rule 9 interns who have not graduated from law school may not have caseloads that exceed twenty-five percent (25%) of the caseload limits established for full time attorneys.

5. **Case Counting:** The local government entity responsible for employing, contracting with or appointing public defense attorneys should adopt and publish written policies and procedures to implement a numerical case-weighting system to count cases. If such policies and procedures are not adopted and published, it is presumed that attorneys are not engaging in case weighting. A numerical case weighting system must:

   A. recognize the greater or lesser workload required for cases compared to an average case based on a method that adequately assesses and documents the workload involved;

   B. be consistent with these Standards, professional performance guidelines, and the Rules of Professional Conduct;

   C. not institutionalize systems or practices that fail to allow adequate attorney time for quality representation; and

   D. be periodically reviewed and updated to reflect current workloads; and

   E. be filed with the State of Washington Office of Public Defense.

   Cases should be assessed by the workload required. Cases and types of cases should be weighted accordingly. Cases which are complex, serious, or contribute more significantly to attorney workload than average cases should be weighted upwards. In addition, a case weighting system should consider factors that might justify a case weight of less than one case.

   Notwithstanding any case weighting system, resolutions of cases by pleas of guilty to criminal charges on a first appearance or arraignment docket are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients, and must be counted as one case.

6. **Case Weighting:** The following are some examples of situations where case weighting might result in representations being weighted as more or less than one case. The listing of specific examples is not intended to suggest or imply

that representations in such situations should or must be weighted at more or less than one case, only that they may be, if established by an appropriately adopted case weighting system.

A. **Case Weighting Upwards:** Serious offenses or complex cases that demand more-than-average investigation, legal research, writing, use of experts, use of social workers and/or expenditures of time and resources should be weighted upwards and counted as more than one case.

B. **Case Weighting Downward:** Listed below are some specific examples of situations where case weighting might justify representations being weighted less than one case. However, care must be taken because many such representations routinely involve significant work and effort and should be weighted at a full case or more.

i. Cases that result in partial representations of clients, including client failures to appear and recommencement of proceedings, preliminary appointments in cases in which no charges are filed, appearances of retained counsel, withdrawals or transfers for any reason, or limited appearances for a specific purpose (not including representations of multiple cases on routine dockets).

ii. Cases in the criminal or offender case type that do not involve filing of new criminal charges, including sentence violations, extraditions, representations of material witnesses, and other matters or representations of clients that do not involve new criminal charges. Non-complex sentence violations should be weighted as at least 1/3 of a case.

iii. Cases in specialty or therapeutic courts if the attorney is not responsible for defending the client against the underlying charges before or after the client's participation in the specialty or therapeutic court. However, case weighting must recognize that numerous hearings and extended monitoring of client cases in such courts significantly contribute to attorney workload and in many instances such cases may warrant allocation of full case weight or more.

iv. Cases on a criminal or offender first appearance or arraignment docket where the attorney is designated, appointed or contracted to represent groups of clients on that docket without an expectation of further or continuing representation and which are not resolved at that time (except by dismissal). In such circumstances, consideration should be given to adjusting the caseload limits appropriately, recognizing that case weighting must reflect that attorney workload includes the time needed for appropriate client contact and preparation as well as the appearance time spent on such dockets.

v. Representation of a person in a court of limited jurisdiction on a charge which, as a matter of regular practice in the court where the

case is pending, can be and is resolved at an early stage of the proceeding by a diversion, reduction to an infraction, stipulation on continuance, or other alternative non-criminal disposition that does not involve a finding of guilt. Such cases should be weighted as at least 1/3 of a case.

Related Standards

American Bar Association**,** *Standards for Criminal Justice*, 4-1.2, 5-4.3.

American Bar Association *Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases.* [Link]

American Bar_Association, *Ethical Obligations of Lawyers Who Represent Indigent Criminal Defendants When Excessive Caseloads Interfere With Competent and Diligent Representation, May 13, 2006, Formal Opinion 06-441.* [Link]

The American Council of Chief Defenders *Statement on Caseloads and Workloads,* (2007). [Link]

American Bar Association *Eight Guidelines of Public Defense Related to Excessive Caseloads.* [Link]

National Advisory Commission on Criminal Standards and Goals, *Task Force on Courts*, 1973, Standard 13.12.

American Bar Association *Disciplinary Rule 6-101*.

American Bar Association *Ten Principles of a Public Defense Delivery System.* [Link]

ABA Standards of Practice for Lawyers who Represent Children in Abuse & Neglect Cases, (1996) American Bar Association, Chicago, IL.

The American Council of Chief Defenders Ethical Opinion 03-01 (2003).

National Legal Aid and Defender Association, *Standards for Defender Services*, Standards IV-I.

National Legal Aid and Defender Association, *Model Contract for Public Defense Services* (2002). [Link]

NACC Recommendations for Representation of Children in Abuse and Neglect Cases (2001). [Link]

City of Seattle Ordinance Number: 121501 (2004). [Link]

Seattle-King County Bar Association Indigent Defense Services Task Force, Guideline Number 1.

Washington State Office of Public Defense, *Parents Representation Program Standards Of Representation (2009).* [Link]

Keeping Defender Workloads Manageable, Bureau of Justice Assistance, U.S. Department of Justice, Indigent Defense Series #4 (Spangenberg Group, 2001). [Link]

STANDARD FOUR: Responsibility for Expert Witnesses

Standard:

Reasonable compensation for expert witnesses necessary to preparation and presentation of the defense case shall be provided. Expert witness fees should be maintained and allocated from funds separate from those provided for defender

services. Requests for expert witness fees should be made through an ex parte motion. The defense should be free to retain the expert of its choosing and in no cases should be forced to select experts from a list pre-approved by either the court or the prosecution.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 5-1.4.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard IV 2d, 3.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1983, Standard III-8d.

National Advisory Commission, Task Force on Courts, 1973, Standard 13.14.

STANDARD FIVE: Administrative Costs

Standard:

1. Contracts for public defense services shall provide for or include administrative costs associated with providing legal representation. These costs should include but are not limited to travel, telephones, law library, including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training, meeting the reporting requirements imposed by these standards, and other costs necessarily incurred in the day-to-day management of the contract.

2. Public defense attorneys shall have an office that accommodates confidential meetings with clients and receipt of mail, and adequate telephone services to ensure prompt response to client contact.

Related Standards:

American Bar Association, Standards for Criminal Justice, Providing Defense Services.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States,* (1976), Guideline 3.4.

National Legal Aid and Defender Association, *Standards for Defender Services*, 1976 I-3, IV 2a-e, IV 5.

STANDARD SIX: Investigators

Standard:

1. Public defense attorneys shall use investigation services as appropriate.

2. Public defender offices, assigned counsel, and private law firms holding public defense contracts should employ investigators with investigation training and experience. A minimum of one investigator should be employed for every four attorneys.

Related Standards:

American Bar Association, *Standards for Criminal Justice,* 4-4.1 and 5-1.14.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts,* 1973, Standard 13.14.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard IV-3.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Standard III-9.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Guideline Number 8.

STANDARD SEVEN: Support Services

Standard:

Public defense attorneys shall have adequate numbers of investigators, secretaries, word processing staff, paralegals, social work staff, mental health professionals and other support services, including computer system staff and network administrators. These professionals are essential to ensure the effective performance of defense counsel during trial preparation, in the preparation of dispositional plans, and at sentencing.

1. Legal Assistants - At least one full-time legal assistant should be employed for every four attorneys. Fewer legal assistants may be necessary, however, if the agency or attorney has access to word processing staff, or other additional staff performing clerical work. Defenders should have a combination of technology and personnel that will meet their needs.

2. Social Work Staff - Social work staff should be available to assist in developing release, treatment, and dispositional alternatives.

3. Mental Health Professionals - Each agency or attorney should have access to mental health professionals to perform mental health evaluations.

4. Investigation staff should be available as provided in Standard Six at a ratio of one investigator for every four attorneys.

5. Each agency or attorney providing public defense services should have access to adequate and competent interpreters to facilitate communication with non-English speaking and hearing-impaired clients for attorneys, investigators, social workers, and administrative staff.

Related Standards:

American Bar Association, *Standards for Criminal Justice,* 4-8.1 and 5-1.4.

National Advisory Committee on Criminal Justice Standards and Goals, *Task Force on Courts*, Standard 13.14.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard IV-3.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts,* 1984, Standard III-8.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies,* 1982, Guideline Number 7.

STANDARD EIGHT: Reports of Attorney Activity

Standard:

The legal representation plan shall require that the defense attorney or office maintain a case-reporting and management information system which includes number and type of cases, attorney hours and disposition. This information shall be provided regularly to the Contracting Authority and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client files so as to disclose no privileged information.

A standardized voucher form shall be used by assigned counsel attorneys seeking payment upon completion of a case. For attorneys under contract, payment should be made monthly, or at times agreed to by the parties, without regard to the number of cases closed in the period.

Related Standards:

American Bar Association, *Standards for Criminal Justice,* 5-3.3 (b) xii, The Report to the Criminal Justice Section Council from the Criminal Justice Standards Committee, 1989.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984 Standard III-22.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States,* 1976, Guideline 3.4, 4.1, and 5.2.

STANDARD NINE: Training

Standard:

The legal representation plan shall require that attorneys providing public defense services participate in regular training programs on criminal defense law, including a minimum of seven hours of continuing legal education annually in areas relating to their public defense practice.

In offices of more than seven attorneys, an orientation and training program for new attorneys and legal interns should be held to inform them of office procedure and policy. All attorneys should be required to attend regular in-house training programs on developments in criminal law, criminal procedure and the forensic sciences.

Attorneys in civil commitment and dependency practices should attend training programs in these areas. Offices should also develop manuals to inform new attorneys of the rules and procedures of the courts within their jurisdiction.

Every attorney providing counsel to indigent accused should have the opportunity to

attend courses that foster trial advocacy skills and to review professional publications and other media.

Related Standards:

American Bar Association, *Standards for Criminal Justice,* 5-1.4.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts,* 1973, Standard 13.16.

National Legal Aid and Defender Association, *Standards for Defender Services,* Standard V.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contracts,* 1984, Standard III-17.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Guideline Number 3.

National Legal Aid and Defender Association, *Guidelines for the Appointment and Performance of Counsel in Death Penalty Cases,* 1988, Standard 9.1.

STANDARD TEN: Supervision

Standard:

Each agency or firm providing public defense services should provide one full-time supervisor for every ten staff lawyers or one half-time supervisor for every five lawyers. Supervisors should be chosen from among those lawyers in the office qualified under these guidelines to try Class A felonies. Supervisors should serve on a rotating basis, and except when supervising fewer than ten lawyers, should not carry caseloads.

Related Standards:

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.9.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contract,* 1984, Standard III-16.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Guideline Number 4.

STANDARD ELEVEN: Monitoring and Evaluation of Attorneys

Standard:

The legal representation plan for provision of public defense services should establish a procedure for systematic monitoring and evaluation of attorney performance based upon publicized criteria. Supervision and evaluation efforts should include review of time and caseload records, review and inspection of transcripts, in-court observations, and periodic conferences.

Performance evaluations made by a supervising attorney should be supplemented by

comments from judges, prosecutors, other defense lawyers and clients. Attorneys should be evaluated on their skill and effectiveness as criminal lawyers or as dependency or civil commitment advocates.

Related Standards:

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Standard III-16.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States*, 1976, Recommendations 5.4 and 5.5.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts,* 1973, Standard 13.9.

STANDARD TWELVE: Substitution of Counsel

Standard:

The attorney engaged by local government to provide public defense services should not sub-contract with another firm or attorney to provide representation and should remain directly involved in the provision of representation. If the contract is with a firm or office, the contracting authority should request the names and experience levels of those attorneys who will actually be providing the services, to ensure they meet minimum qualifications. The employment agreement shall address the procedures for continuing representation of clients upon the conclusion of the agreement. Alternate or conflict counsel should be available for substitution in conflict situations at no cost to the counsel declaring the conflict.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, Standard 5-5.2.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts,* 1973, Standard 13.1.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Guideline III-23.

STANDARD THIRTEEN: Limitations on Private Practice

Standard:

Private attorneys who provide public defense representation shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent.

Related Standards:

American Bar Association, *Standards for Criminal Justice,* 4-1.2(d), 5-3.2.

American Bar Association, *Ethical Obligations of Lawyers Who Represent Indigent Criminal Defendants When Excessive Caseloads Interfere With Competent and Diligent Representation,* May 13, 2006, Formal

Opinion 06-441. [Link]

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.7.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard III-3 and IV-1.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contracts,* 1984, Guideline III-6.

STANDARD FOURTEEN: Qualifications of Attorneys

Standard:

1. In order to assure that indigent accused receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications:

A. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; and

B. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area; and

C. Be familiar with the Washington Rules of Professional Conduct; and

D. Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; and, when representing youth, be familiar with the Performance Guidelines for Juvenile Defense Representation approved by the Washington State Bar Association; and when representing respondents in civil commitment proceedings, be familiar with the Performance Guidelines for Attorneys Representing Respondents in Civil Commitment Proceedings approved by the Washington State Bar Association; and

E. Be familiar with the Washington State Guidelines for Appointed Counsel in Indigent Appeals; and,

F. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and

G. Be familiar with mental health issues and be able to identify the need to obtain expert services; and

H. Complete seven hours of continuing legal education within each calendar year in courses relating to their public defense practice.

2. Trial attorneys' qualifications according to severity or type of case:[1]

Death Penalty Representation. Each attorney acting as lead counsel in a criminal case in which the death penalty has been or may be decreed and in which the decision to seek the death penalty has not yet been made shall meet the following requirements:

i. The minimum requirements set forth in Section 1; and ii. At least five years criminal trial experience; and

iii. Have prior experience as lead counsel in no fewer than nine jury trials of serious and complex cases which were tried to completion; and

iv. Have served as lead or co-counsel in at least one aggravated homicide case; and

v. Have experience in preparation of mitigation packages in aggravated homicide or persistent offender cases; and

vi. Have completed at least one death penalty defense seminar within the previous two years; and

vii. Meet the requirements of SPRC 2.[2]

The defense team in a death penalty case should include, at a minimum, the two attorneys appointed pursuant to SPRC 2, a mitigation specialist and an investigator. Psychiatrists, psychologists and other experts and support personnel should be added as needed.

A. Adult Felony Cases - Class A. Each attorney representing a defendant accused of a Class A felony as defined in RCW 9A.20.020 shall meet the following requirements:

---

[1] Attorneys working toward qualification for a particular category of cases under this standard may associate with lead counsel who is qualified under this standard for that category of cases.

[2] SPRC 2 APPOINTMENT OF COUNSEL

At least two lawyers shall be appointed for the trial and also for the direct appeal. The trial court shall retain responsibility for appointing counsel for trial. The Supreme Court shall appoint counsel for the direct appeal. Notwithstanding RAP 15.2(f) and (h), the Supreme Court will determine all motions to withdraw as counsel on appeal.

A list of attorneys who meet the requirements of proficiency and experience, and who have demonstrated that they are learned in the law of capital punishment by virtue of training or experience, and thus are qualified for appointment in death penalty trials and for appeals will be recruited and maintained by a panel created by the Supreme Court. All counsel for trial and appeal must have demonstrated the proficiency and commitment to quality representation which is appropriate to a capital case. Both counsel at trial must have five years' experience in the practice of criminal law be familiar with and experienced in the utilization of expert witnesses and evidence, and not be presently serving as appointed counsel in another active trial level death penalty case. One counsel must be, and both may be, qualified for appointment in capital trials on the list, unless circumstances exist such that it is in the defendant's interest to appoint otherwise qualified counsel learned in the law of capital punishment by virtue of training or experience. The trial court shall make findings of fact if good cause is found for not appointing list counsel.

At least one counsel on appeal must have three years' experience in the field of criminal appellate law and be learned in the law of capital punishment by virtue of training or experience. In appointing counsel on appeal, the Supreme Court will consider the list, but will have the final discretion in the appointment of counsel. [Link]

i. Minimum requirements set forth in Section 1; and ii. Either:

a. has served two years as a prosecutor; or

b. has served two years as a public defender; or two years in a private criminal practice, and

iii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in three felony cases that have been submitted to a jury.

B. Adult Felony Cases - Class B Violent Offense. Each attorney representing a defendant accused of a Class B violent offense as defined in RCW 9A.20.020 shall meet the following requirements:

i. The minimum requirements set forth in Section 1; and

ii. Either:

a. has served one year as prosecutor; or

b. has served one year as public defender; or one year in a private criminal practice; and

iii. Has been trial counsel alone or with other counsel and handled a significant portion of the trial in two Class C felony cases that have been submitted to a jury.

C. Adult Sex Offense Cases. Each attorney representing a client in an adult sex offense case shall meet the following requirements:

i. The minimum requirements set forth in Section 1 and Section 2(C); and

ii. Been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.

D. Adult Felony Cases - All other Class B Felonies, Class C Felonies, Probation or Parole Revocation. Each attorney representing a defendant accused of a Class B felony not defined in Section 2(C) or (D) above or a Class C felony, as defined in RCW 9A.20.020, or involved in a probation or parole revocation hearing shall meet the following requirements:

i. The minimum requirements set forth in Section 1, and ii. Either:

a. has served one year as a prosecutor; or

b. has served one year as a public defender; or one year in a private criminal practice; and

iii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two criminal cases that have been submitted to a jury; and

iv. Each attorney shall be accompanied at his or her first felony trial by a supervisor if available.

E. Persistent Offender (Life Without Possibility of Release) Representation. Each attorney acting as lead counsel in a "two-strikes" or "three strikes" case in which a conviction will result in a mandatory sentence of life in prison without parole shall meet the following requirements:

i. The minimum requirements set forth in Section 1[3]; and ii. Have at least:

a. four years criminal trial experience; and

b. one year experience as a felony defense attorney; and

c. experience as lead counsel in at least one Class A felony trial; and

d. experience as counsel in cases involving each of the following:

(1) Mental health issues; and

(2) Sexual offenses, if the current offense or a prior conviction that is one of the predicate cases resulting in the possibility of life in prison without parole is a sex offense; and

(3) Expert witnesses; and

(4) One year of appellate experience or demonstrated legal writing ability.

[3] RCW 10.101.060 (1)(a)(iii) provides that counties receiving funding from the state Office of Public Defense under that statute must require *"attorneys who handle the most serious cases to meet specified qualifications as set forth in the Washington state bar association endorsed standards for public defense services or participate in at least one case consultation per case with office of public defense resource attorneys who are so qualified. The most serious cases include all cases of murder in the first or second degree, persistent offender cases, and class A felonies."*

F. Juvenile Cases - Class A. Each attorney representing a juvenile accused of a Class A felony shall meet the following requirements:

i. The minimum requirements set forth in Section 1, and ii. Either:

a. has served one year as a prosecutor; or

b. has served one year as a public defender; one year in a private criminal practice; and

iii. Has been trial counsel alone of record in five Class B and C felony trials; and

iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor, if available.

G. Juvenile Cases - Classes B and C. Each attorney representing a juvenile accused of a Class B or C felony shall meet the following requirements:

i. Minimum requirements set forth in Section 1; and ii. Either:

a. has served one year as a prosecutor; or

b. has served one year as a public defender; or one year in a private criminal practice, and

iii. has been trial counsel alone in five misdemeanor cases brought to a final resolution; and

iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor if available.

H. Juvenile Sex Offense cases. Each attorney representing a client in a juvenile sex offense case shall meet the following requirements:

i. The minimum requirements set forth in Section 1 and Section 2(H); and

ii. Been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.

I. Juvenile Status Offenses Cases. Each attorney representing a client in a "Becca" matter shall meet the following requirements:

i. The minimum requirements as outlined in Section 1; and ii. Either:

a. have represented clients in at least two similar cases under the

supervision of a more experienced attorney or completed at least three hours of CLE training specific to "status offense" cases; or

b. have participated in at least one consultation per case with a more experienced attorney who is qualified under this section.

J. Misdemeanor Cases. Each attorney representing a defendant involved in a matter concerning a simple misdemeanor or gross misdemeanor or condition of confinement, shall meet the requirements as outlined in Section 1.

K. Dependency Cases. Each attorney representing a client in a dependency matter shall meet the following requirements:

i. The minimum requirements as outlined in Section 1; and

ii. Attorneys handling termination hearings shall have six months dependency experience or have significant experience in handling complex litigation.

iii. Attorneys in dependency matters should be familiar with expert services and treatment resources for substance abuse.

iv. Attorneys representing children in dependency matters should have knowledge, training, experience, and ability in communicating effectively with children, or have participated in at least one consultation per case either with a state Office of Public Defense resource attorney or other attorney qualified under this section.

L. Civil Commitment Cases. Each attorney representing a respondent shall meet the following requirements:

i. Minimum requirements set forth in Section 1; and

ii. Each staff attorney shall be accompanied at his or her first 90 or 180 day commitment hearing by a supervisor; and

iii. Shall not represent a respondent in a 90 or 180 day commitment hearing unless he or she has either:

a. served one year as a prosecutor, or

b. served one year as a public defender, or one year in a private civil commitment practice, and

c. been trial counsel in five civil commitment initial hearings; and

iv. Shall not represent a respondent in a jury trial unless he or she has conducted a felony jury trial as lead counsel; or been co-counsel with a more experienced attorney in a 90 or 180 day commitment hearing.

M. Sex Offender "Predator" Commitment Cases. Generally, there should be two counsel on each sex offender commitment case. The lead counsel shall meet the following requirements:

i. The minimum requirements set forth in Section 1; and ii. Have at least:

a. Three years criminal trial experience; and

b. One year experience as a felony defense attorney or one year experience as a criminal appeals attorney; and

c. Experience as lead counsel in at least one felony trial; and

d. Experience as counsel in cases involving each of the following:

(1) Mental health issues; and

(2) Sexual offenses; and

(3) Expert witnesses; and

e. Familiarity with the Civil Rules; and

f. One year of appellate experience or demonstrated legal writing ability.

Other counsel working on a sex offender commitment cases should meet the Minimum Requirements in Section 1 and have either one year experience as a public defender or significant experience in the preparation of criminal cases, including legal research and writing and training in trial advocacy.

N. Contempt of Court Cases. Each attorney representing a respondent shall meet the following requirements:

i. Minimum requirements set forth in Section 1; and

ii. Each staff attorney shall be accompanied at his or her first three contempt of court hearings by a supervisor or more experienced attorney, or participate in at least one consultation per case with a state Office of Public Defense resource attorney or other attorney qualified in this area of practice.

O. Specialty Courts. Each attorney representing a client in a specialty court (e.g., mental health court, drug diversion court, homelessness court) shall meet the following requirements:

i. The minimum requirements set forth in Section 1; and

ii. The requirements set forth above for representation in the type of practice involved in the specialty court (e.g., felony, misdemeanor, juvenile); and

iii. Be familiar with mental health and substance abuse issues and treatment alternatives.

3. Appellate Representation.

Each attorney who is counsel for a case on appeal to the Washington Supreme Court or to the Washington Court of Appeals shall meet the following requirements:

A. The minimum requirements as outlined in Section 1; and

B. Either:

i. has filed a brief with the Washington Supreme Court or any Washington Court of Appeals in at least one criminal case within the past two years; or

ii. has equivalent appellate experience, including filing appellate briefs in other jurisdictions, at least one year as an appellate court or federal court clerk, extensive trial level briefing or other comparable work.

C. Attorneys with primary responsibility for handling a death penalty appeal shall have at least five years' criminal experience, preferably including at least one homicide trial and at least six appeals from felony convictions, and meet the requirements of SPRC 2.

RALJ Misdemeanor Appeals to Superior Court: Each attorney who is counsel alone for a case on appeal to the Superior Court from a Court of Limited Jurisdiction should meet the minimum requirements as outlined in Section 1, and have had significant training or experience in either criminal appeals, criminal motions practice, extensive trial level briefing, clerking for an appellate judge, or assisting a more experienced attorney in preparing and arguing an RALJ appeal.

4. Legal Interns.

A. Legal interns must meet the requirements set out in APR 9.

B. Legal interns shall receive training pursuant to APR 9 to inform them of office procedure and policy Standard Nine, Training.

Related Standards:

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, Standard 13.15.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Public Defense Contracts*, 1984, Standard III-7.

National Legal Aid and Defender Association, *Standards for the Appointment and Performance of Counsel in Death Penalty Cases*, 1987, Standard 5.1.

STANDARD FIFTEEN: Disposition of Client Complaints

Standard:

Each agency or firm or individual contract attorney providing public defense services shall have a method to respond promptly to client complaints. Complaints should first be directed to the attorney, firm or agency which provided representation. If the client feels that he or she has not received an adequate response, the contracting authority or public defense administrator should designate a person or agency to evaluate the legitimacy of complaints and to follow up meritorious ones. The complaining client should be informed as to the disposition of his or her complaint within one week.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 4-5.1 and 4-5.2.

STANDARD SIXTEEN:
Cause for Termination of Defender Services and Removal of Attorney

Standard:

Contracts for indigent defense services shall include the grounds for termination of the contract by the parties. Termination of a provider's contract should only be for good cause. Termination for good cause shall include the failure of the attorney to render adequate representation to clients; the willful disregard of the rights and best interests of the client; and the willful disregard of the standards herein addressed.

Removal by the court of counsel from representation normally should not occur over the objection of the attorney and the client.

Related Standards:

American Bar Association, *Standards for Criminal Justice,* Standard 5-1.3, 5-5.3.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts,* 1984, Guideline III-5.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States,* 1976, Recommendations 2.12 and 2.14.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.8.

STANDARD SEVENTEEN: Non-Discrimination

Standard:

Neither the Contracting Authority, in its selection of an attorney, firm or agency to provide public defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital status, gender, sexual orientation or disability. Both the contracting authority and the contractor shall comply with all federal, state, and local non-discrimination requirements.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, Providing Defense Services, Standard 5-3.1.

National Legal Aid and Defender Association, *Standards for Defender Services*, 1976, Standard III-8.

STANDARD EIGHTEEN:
Guidelines for Awarding Defense Contracts

Standard:

Recruitment for public defense contracts and assigned counsel lists should include efforts to achieve a diverse public defense workforce.

Attorneys or firms applying for contracts or placement on assigned counsel lists must demonstrate their ability to meet these Standards and the Supreme Court Standards for Indigent Defense. Their contracts must comply with Rules of Professional Conduct 1.8(m).

The county or city should award contracts for public defense services and select attorneys for assigned counsel lists only after determining that the applicant has demonstrated professional qualifications consistent with both these Standards and the Supreme Court Standards for Indigent Defense. Under no circumstances should a contract be awarded on the basis of cost alone.

Judges, judicial staff, city attorneys, county prosecutors, and law enforcement officers shall not select the attorneys who will be included in a contract or an assigned counsel list.

Related Standards:

National Legal Aid and Defender Association, Guidelines for Negotiating and Awarding Indigent Legal Defense Contracts, 1984, Standard IV-3.

King County Bar Association Indigent Defense Services Task Force, Guidelines for Accreditation of Defender Agencies, 1982, Statement of Purpose.

(The WSBA Board of Governors adopted revisions to Standard 18 in May 2021)

STANDARD NINETEEN: Independence and Oversight of Public Defense Services[4]

***Standard**:*

Public defense providers should not be restrained from independently advocating for the resources and reforms necessary to provide defense related services for all clients. This includes efforts to foster system improvements, efficiencies, access to justice, and equity in the legal system.

Judges and judicial staff shall not manage and oversee public defense offices, public defense contracts, or assigned counsel lists. Judges and judicial staff in superior courts and courts of limited jurisdiction shall not select public defense administrators or the attorneys who provide public defense services.

Attorneys with public defense experience insulated from judicial and political influence should manage and oversee public defense services.

The terms “manage” and “oversee” include: drafting, awarding, renewing, and terminating public defense contracts; adding attorneys or removing them from assigned counsel lists; developing case weighting policies; monitoring attorney caseload limits and case-level qualifications; monitoring quality; monitoring compliance with contracts, policies, procedures, and standards; and recommending compensation.

The agencies, organizations, and administrators responsible for managing and overseeing public defense services shall apply these Standards, the Supreme Court Standards for Indigent Defense, and the WSBA Performance Guidelines in their management and oversight duties.

Jurisdictions unable to employ attorneys with public defense experience to manage and oversee public defense services shall consult with established city, county, or state public defense offices, or engage experienced public defense providers as consultants regarding

[4] See Principle 1 of the ABA Ten Principles of a Public Defense Delivery System and Commentary, including the recommendation a nonpartisan commission or advisory board oversee the public defense function, thus safeguarding against undue political pressure while also promoting efficiency and accountability for a publicly funded service.

management and oversight duties.

Related Standards:

American Bar Association, *Ten Principles of a Public Defense Delivery System,* 2002, Principle 1.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts, The Defense,* 1973, Chapter 1.3.

American Bar Association *Standards for Criminal Justice*, *Providing Defense Services*, 1992, Standards 5-1.3, 5-1.6, 5-4.1.

National Legal Aid and Defender Association, *Standards for the Administration of Assigned Counsel Systems*, 1989, Standards 2, 3.2.1.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Contracts for Criminal Defense Services*, 1984, Guidelines II-1, II-2, II-3, IV-2.

National Conference of Commissioners on State Law, *Model Public Defender Act*, 1970, Section 10(d).

Institute for Judicial Administration/American Bar Association, *Juvenile Justice Standards Relating to Counsel for Private Parties*, 1979, Standards 2.1(D), 3.2.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States* 1976, Guidelines 2.8, 2.10-2.13, 2.18, 5.13.

Michigan Indigent Defense Commission, 2020, *Minimum Standard 5.*

Additional References:

American Legislative Exchange Council (ALEC), *Resolution in Support of Public Defense*, 2019, Independence and Equality.

https://sixthamendment.org/the-right-to-counsel/national-standards-for-providing-the-right-to-counsel/the-constitutional-imperative-for-defender-independence-aba-principle-1/

https://sixthamendment.org/the-right-to-counsel/national-standards-for-providing-the-right-to-counsel/the-preeminent-need-for-independence-of-the-defense-function-aba-principle-1/

https://sixthamendment.org/the-right-to-counsel/national-standards-for-providing-the-right-to-counsel/understanding-judicial-interference-with-the-defense-function-aba-principle-1/

https://sixthamendment.org/the-right-to-counsel/national-standards-for-providing-the-right-to-counsel/understanding-political-interference-with-the-defense-function-aba-principle-1/

https://sixthamendment.org/the-right-to-counsel/national-standards-for-providing-the-right-to-counsel/systemic-accountability-through-an-independent-commission-aba-principle-1/

(The WSBA Board of Governors adopted Standard 19 in May 2021)

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Amendment No. 9 of Contract No. 10-C873 with Progressive Animal Welfare Society (PAWS). **Department:** Development Services **Prepared by:** Samantha Loyuk Development Services Director **Attachments:** 1. Contract 25-C3127, Amendment No. 9 a. Amendment No. 9, Exhibit B	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☐Adopt/Approve ☒Authorize ☐Other: **Authorize City Manager to execute Contract No. 10-C873, Amendment No. 9, substantially and materially in the form attached.**

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
SL 11/19/25	DR 11/19/25	MM 11/20/25	TK 11/24/25	

Summary/Background:

The City of Kenmore partners with the Progressive Animal Welfare Society (PAWS) to provide temporary shelter services for stray cats and dogs. PAWS "envisions a world where all people recognize the intrinsic value of animals and consistently make choices that demonstrate compassion and respect." The current contract expires on December 31, 2025, and requires an amendment to extend its term. The proposed amendment would renew the agreement for an additional two years and increase the intake fee from $238 to $248 per animal.

Previous Council Action(s):

On February 24, 2025, the City Council approved Contract Amendment No. 8, increasing the contract rates for 2025.

Fiscal Consideration:

Animal sheltering services are funded through the Development Services Department budget. The 2025 budget allocated $6,500 for services provided by PAWS, and year-to-date expenditures total $6,776. This contract amendment does not include any changes to the budgeted amount.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | City's Equity Framework Toolkit

Renewing the PAWS animal sheltering contract supports Public Safety Goal 6 — "to promote an integrated, holistic system of public safety, justice, and human services that focuses on healing and recovery" — by ensuring stray animals are managed safely and humanely. The program supports the DEIA goal by promoting a holistic approach to public safety.

City Council Priorities or Budget Objective Being Addressed:

This item supports the City's core mission, which includes ensuring public safety.

CITY OF KENMORE CONTRACT NO. 10-C873
AMENDMENT NO. 9
PAWS Contract

This Amendment No. **9** is entered into between the City of Kenmore, a Washington municipal corporation ("City" or "Kenmore") and **Progressive Aimal Welfare Society (PAWS),** a Washington not-for-profit 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 June 29, 2010, for the purpose of animal sheltering services ("Agreement").

B. The Agreement requires an amendment to renew the contract, which expires December 31, 2025, and to incorporate the 2026 service rate changes.

C. In order to make these changes, the Agreement needs updating.

AMENDMENT TO AGREEMENT:

1. **Amendment.** Exhibit B of the Agreement is hereby amended as attached.

2. **Amendment.** The term of this Agreement is hereby extended for a period of two years, concluding on December 31, 2027, unless terminated earlier in accordance with the Agreement's provisions.

3. **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.

4. **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.

5. **Effective date**. This Amendment shall be effective as of January 1, 2026.

DATED this 8th day of December, 2025.

Contractor (PAWS)		**City of Kenmore**	
Signature:		Signature:	
Name:	Jennifer Convy	Name:	Teri Killgore
Title:	Senior Director	Title:	City Manager
Date:		Date:	

APPROVED AS TO FORM

Kenmore City Attorney's Office

EXHIBIT B

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

1. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of $248.00 for each animal brought to PAWS from the City's jurisdiction for the term of the agreement.

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

2. PAWS may also charge the City a per day fee of Twenty Five Dollars ($25.00) per animal for animals held, at the City's written request, beyond the time periods specified in Exhibit A. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

3. PAWS will attempt to recover the intake fee from the animal's owner, however, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee may be covered by the City (Apprehension Fee Mitigation Fund). PAWS may, at its discretion and in good faith, allocate a maximum of the full cost of the intake fee considering the following requirements:

a) Funds from the Apprehensive Fee Mitigation Fund will only be allocated to offset costs of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers. PAWS may allocate a maximum of $750 toward this cause each year.
b) Once a pet-owner has been allocated any amount of funds to offset the costs of the intake fee for animals brought to PAWS by City officials or King County Animal Control Officers, they may not receive any additional funds for this purpose for the remainder of the calendar year.
c) PAWS will submit, with each monthly bill, an invoice for any funds allocated toward offsetting intake fee for animals brought to PAWS by City officials or King County Animal Control Officers, the animal ID number, animal name, primary breed, intake type, time and date of intake, and the owner's name and address.

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

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

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

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Amendment of Contract No. 21-C2667 with PACE Engineers, Inc., to extend the contract (renewal). **Department:** Development Services **Prepared by:** Samantha Loyuk Development Services Director **Attachments:** 1. Contract 21-C2667, Amendment No. 7	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒Adopt/Approve ☐Authorize ☐Other: **Authorize City Manager to execute Contract No. 21-C2667, Amendment No. 7, substantially and materially in the form attached.**

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
SL 11/19/25	DR 11/19/25	MM 11/20/25	KT 11/24/25	

Summary/Background:

Since the City does not have an in-house professional licensed surveyor (PLS) and occasionally requires supplemental support for civil engineering plan review and planning services, the Development Services Department has contracted with PACE Engineers since 2019 to provide these services for permit and land use applications, inspections, and monitoring, as needed. The agreement now requires an amendment to renew the contract, with the proposed extension running through December 31, 2027. The amendment also includes a reduction in the annual not-to-exceed amount from $300,000 to $100,000.

Previous Council Action(s):

The City and the Contractor entered into an agreement on March 25, 2019, for consulting services, including surveying, civil engineering, planning expertise, plan review, site visits, and related support.

Fiscal Consideration:

The 2025 amended budget allocates $300,000 for consultant services, which encompasses a variety of specialized support, including biological, geotechnical, plan review, building official, inspection services, and other related expertise. The budget is shared across multiple contracts and is allocated based on project demands, staffing levels, and the type of expertise required. The contract's annual not-to-exceed amount has been reduced from $300,000 to $100,000.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | City's Equity Framework Toolkit

The DEIA Strategic Plan 2023-28 outlines the City's service vision and values, with safety as a foundational principle. A key aspect of this value is the protection of the community's natural and physical assets (page 7). Renewing this contract supports and helps uphold that commitment.

City Council Priorities or Budget Objective Being Addressed:

City Council's top priority for 2025-2026 is to "Continue implementing the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation." Renewing this contract supports that priority by providing expertise that is applied throughout the permit review process.

CITY OF KENMORE CONTRACT NO. 21-C2667
AMENDMENT NO. 7
PACE Engineers, Inc., Contract

This Amendment No. **7** 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 extend the contract (renewal) and to accommodate a decreased need for services.

C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

1. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

   This Agreement shall be in full force and effect for a period commencing January 1, 2026 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.

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

   The City shall pay the Contractor a sum not to exceed $100,00 per year.

3. **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.

4. **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.

5. **Effective date**. This Amendment shall be effective as of January 1, 2026.

DATED this __ day of Month, 202_.

Contractor		**City of Kenmore**	
Signature:		Signature:	
Name:	Kenneth H. Nilsen	Name:	Teri Killgore
Title:	Executive Vice President	Title:	City Manager
Date:		Date:	

APPROVED AS TO FORM

_____

Kenmore City Attorney's Office

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Amendment of Contract No. 23-C2923 with Confluence Environmental Company, to extend the contract (renewal). **Department:** Development Services **Prepared by:** Samantha Loyuk Development Services Director **Attachments:** 1. Contract 23-C2923, Amendment No. 3	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒Adopt/Approve ☐Authorize ☐Other: **Authorize City Manager to execute Contract No. 23-C2923, Amendment No. 3, substantially and materially in the form attached.**

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
SL 11/19/25	DR 11/19/25	MM 11/21/25	TK 11/24/25	

Summary/Background:

Since the City does not have an in-house biologist or ecologist, the Development Services Department has contracted with Confluence Environmental Company since 2023 to provide environmental plan review and inspection services for permit and land use applications, inspections, and monitoring, as needed. The agreement now needs to be amended to renew the contract. The proposed amendment incorporates the contractor's updated rate sheet and extends the contract term through December 31, 2027.

Previous Council Action(s):

The City and Contractor entered into an agreement on May 1, 2023, for the purpose of environmental consulting services (e.g., wetland biologist expertise, plan review, site visits, etc.).

Fiscal Consideration:

The 2025 amended budget allocates $300,000 for consultant services, which encompasses a variety of specialized support, including biological, geotechnical, plan review, building official, inspection services, and other related expertise. The budget is shared across multiple contracts and is allocated based on project demands, staffing levels, and the type of expertise required. The contract's annual not-to-exceed amount remains $50,000. The proposed contract amendment does not change the budget or the maximum contract amount.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | City's Equity Framework Toolkit

The DEIA Strategic Plan 2023-28 outlines the City's service vision and values, with safety as a foundational principle. A key aspect of this value is the protection of the community's natural and physical assets (page 7). Renewing this contract supports and helps uphold that commitment.

City Council Priorities or Budget Objective Being Addressed:

City Council's top priority for 2025-2026 is to "Continue implementing the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation." Renewing this contract supports that priority by providing environmental expertise that is applied throughout the permit review process.

CITY OF KENMORE CONTRACT NO. 23-C2923
AMENDMENT NO. 3
Confluence Environmental Consultant Services

This Amendment No. **3** is entered into between the City of Kenmore, a Washington municipal corporation ("City" or "Kenmore") and **Confluence Environmental Company,** 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 May 1, 2023, for the purpose of environmental consulting services ("Agreement").

B. The Agreement needs to be amended to incorporates the contractor's updated rate sheet and extend the contract (renewal).

C. In order to make this change, the Agreement needs updating.

AMENDMENT TO AGREEMENT:

1. **Amendment 1.** Section 3 of the Agreement is hereby amended to read as follows:

   This Agreement shall be in full force and effect for a period commencing January 1, 2026 and ending, December 31, 2027, 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.

2. **Amendment 2.** Exhibit B of the Agreement is hereby amended, as attached (see Exhibit B attachment).

3. **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.

4. **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.

5. **Effective date**. This Amendment shall be effective as of January 1, 2026.

DATED this 8th day of December, 2025.

Contractor		**City of Kenmore**	
Signature:		Signature:	
Name:	Chris Cziesla	Name:	Teri Killgore
Title:	CEO	Title:	City Manager
Date:		Date:	

APPROVED AS TO FORM

Kenmore City Attorney's Office

EXHIBIT B

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

Notes:

- The rates described are "not to exceed rates" and may only be exceeded as a result of employee annual increases with prior written City approval. Consultant staff increases are allowed once per year on their specific anniversary dates. No increase may exceed 4%. The Consultant shall promptly notify the City of changes to rates.
- Rates are expressed in hourly amounts. "Standard Rate" means "Standard Rate per Hour."
- Direct expenses for printing, copies, postage, mileage, etc. are not reimbursable for Consultant. Computer costs are not reimbursable for the Consultant.

2026 Rates For Kenmore C3-C2923

Title	Rate
Senior Principal	$269.32
Principal	$235.78
Managing Senior Scientist	$213.72
Senior Scientist	$208.10
Project Scientist 3	$179.98
Project Scientist 2	$163.10
Project Scientist 1	$134.98
Staff Scientist	$101.24
Research Assistant	$67.49
Editor	$118.11
Accounting	$118.11
Administrative	$95.63

10% markup on subconsultants and permit fees

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
King County Interlocal Agreement 25-C3187 for NE 169th St Culvert Replacement Project Grant Award **Department:** Environmental Services **Prepared by:** Andrew Silvia Capital Project Manager **Attachments:** NA	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☐Adopt/Approve ☒Authorize ☐Other: **Authorize City Manager to execute Interlocal Agreement 25-C3187 with King County to accept a grant award of $750,000 for the construction of the 169TH St culvert replacement.**

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
RS 11/24/2025	N/A	MM 11/24/25	TK 11/24/25	

Summary/Background:

Staff seek City Council's authorization to accept a grant from King County (Flood Control District) in an amount of $750,000 to support the NE 169th St Culvert Replacement project. The project is included in the adopted capital improvement plan (project #SW-0267) with a delivery schedule of 2025-2027. Staff applied for this grant in June 2025 and were notified of the project's selection for award in October. The grant would be used to support project construction.

Previous Council Action(s):

- Adoption of the current Surface Water Management (SWM) Capital Improvement Program
- 2025-2026 Biennium Budget

Fiscal Consideration:

The grant would defray a significant portion of the project's estimated $2.1M construction cost. The City's matching contribution of $1,300,000 is within the local funding allocated to the project ($1,810,000) in the 2025-2026 City budget.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

The project supported by this proposed action addresses DEIA Strategic Plan Objective 5.3.5, which reads as follows:

“Equitably replace assets before reaching the end of their expected life cycle; use a fair, systematic approach to asset replacement and repair rather than the “squeaky wheel” approach.”

This project was identified and scheduled for delivery based on its high priority per a 2022 independent fish barrier prioritization study. Programming project delivery in this way also aligns with the “Evidence-Based Decision Making” criterion in the City’s Equity Framework Toolkit.

The proposed action would also support the “Consideration of Marginalized Populations” element of the Equity Framework Toolkit in that it would support a project that will restore habitat for local salmonid species that serve as an important subsistence, cultural, and economic resource for the indigenous tribespeople of the Pacific Northwest. Eliminating fish barriers that impede the historical treaty rights of local tribes to fish helps counteract the past harm done to the tribes by the installation of barrier culverts.

City Council Priorities or Budget Objective Being Addressed:

The City’s top priority will always be fulfilling its core mission, which includes City governance, ensuring public safety, maintaining the City’s infrastructure, complying with state and federal mandates, and safeguarding the City’s finances.

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

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Rhododendron Park Lease/Use Agreement with Northshore Senior Center **Department:** Public Works Operations **Prepared by:** Jennifer Gordon Public Works Operations Director **Attachments:** Draft Contract No. 25-C3191 - Rhododendron Park Lease/Use Agreement Exhibits A, B, & C Contract No.16-C1623 Contract No. 04-375	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒Adopt/Approve ☒Authorize ☐Other: **Authorize City Manager to execute Contract 25-C3191 Rhododendron Park Lease/Use Agreement with Northshore Senior Center.**

Approvals:

Department Head	JG 11/21/25	City Attorney	11/24/25	Finance Director	MM 11/25/25	City Manager	TK 11/24/25	Optional	

Summary/Background:

The Northshore Senior Center in Bothell has been leasing building space at Rhododendron Park since 2004 to operate the Kenmore Senior Center as a branch of the Northshore Senior Center. The Kenmore Senior Center along with the Northshore Senior Center offers health clinics, classes, clubs, a computer lab, special events, social services, food pantry, Wellness and Day Center, and much more to Kenmore residents and the greater Northshore community.

Previous lease agreements between the City and Northshore Senior Center included reservation management that included scheduling and retaining all revenue for Kenmore's only picnic shelter located at Rhododendron Park. The City has since added additional picnic shelters at other park locations as new park improvements have come online. In an effort make things consistent across all picnic shelter reservations, the City took over managing picnic shelter reservations at all parks starting in January 2025. The new lease/use agreement has been updated to reflect that change, removing picnic shelter reservation management from the agreement while all other conditions remain the same.

Previous Council Action(s):

Previously Executed Lease Agreements
Contract 16-C1623 Rhododendron Lease/Use Agreement (2017-2025)

Contract 04-C375 Kenmore Park Lease/Use Agreement (2004-2016)

Fiscal Consideration:

n/a

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

Goal 1. Leadership and Operations Advance pro-equity practices and systems at all levels through accountable leadership and employees who are also empowered to lead and be change agents.

Goal 2. Plans, Policies & Budgets Promote accountability to ensure our plans, policies and budgets incorporate our foundational and core values so that we equitably address the needs of our communities.

Goal 4. Communication & Education Advance our education and communication to better engage our residents and communities in ways that are inclusive, culturally responsive and socially just.

Goal 7. Housing & Human Services Provide access and referral to housing and human services to meet the basic needs of all residents.

City Council Priorities or Budget Objective Being Addressed:

7. Broaden community engagement and foster fun.

8. Continue to implement Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, including social justice reform.

9. Explore opportunities to expand Parks and Recreation.

City of Kenmore Contract #: 25-C3191
Date Start: January 1, 2026
Date End: December 31, 2031 (Annual Auto Renewal After)

RHODODENDRON PARK LEASE/USE AGREEMENT

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Northshore Senior Center, a Washington State nonprofit corporation ("Lessee"). City and Lessee are each individually referred to herein as a "Party" and jointly as the "Parties".

RECITALS:

WHEREAS, the City owns real property commonly known as Rhododendron Park (the "Park") located at 6910 NE 170th Street, Kenmore, Washington and legally described on Exhibit A attached hereto improvements on the property include the Rhododendron Park Building (the "Building") and adjoining Annex (the "Annex").

WHEREAS, pursuant to Rhododendron Park Lease/Use Agreement dated February 28, 2017 (the "Prior Lease"), City leased the improvements on the property to Lessee for the operation of Lessee's Senior Center activities; and

WHEREAS, the parties desire to terminate the Prior Lease and to enter into a new Lease/Use Agreement ("Agreement") for those Premises described herein subject to and in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the Parties agree as follows:

AGREEMENT:

1. Premises.

The City leases to the Lessee and the Lessee leases from the City the ground floor of the Building and the Annex (collectively the "Premises"), subject to the terms hereof. The Building and Annex are depicted on Exhibit B attached hereto and incorporated herein by this reference.

2. Term.

The initial term of this Agreement shall be for a period of five (5) years and shall commence on the 1st day of January 2026 and end the 31st day of December 2031, unless earlier terminated as provided herein. At the end of the initial five-year term, this Agreement will automatically renew for one-year successive terms unless terminated as set forth in Section 7.

3. Purpose and Use.

A. Lessee agrees to keep the Kenmore Senior Center open a minimum of 30 hours per week throughout the term hereof and to use the Premises primarily for operation of Kenmore Senior Programs, which use shall include, without limitation:

   i. The provision of classes and programming of interest and benefit to seniors in the Kenmore community including by way of example and not limitation arts and crafts, creative writing, yoga, social bridge, driving, diet, nutrition, massage therapy, computers operation, and technology.
   ii. Hosting of AARP meetings, Kenmore Council Monthly Address, Evergreen Hospital speakers, Medicare and Healthcare Services Assistance (SHIBA) and similar presentations and events.
   iii. Coffee bar; and
   iv. Six to eight planned trips per year and other special events.

B. Lessee represents that it has been granted and will maintain all necessary federal, state, and local licenses and permits required to operate a Senior Center, and any other incidental activities thereto approved by the City. Lessee further covenants and agree that it will not use or allow the use of the Premises or any part thereof for any purposes which shall be unlawful or a nuisance or contrary to any permits or licenses held by Lessee from any regulatory agency or in manner contrary to any law, ordinance, or regulation of any public authority.

4. <u>Rent.</u>

In consideration of the public programing services provided to Kenmore residents as set forth in Section 3 above, the rental amount paid by the Lessee to the City of the use of the leased Premises shall be $1.00 per year for the initial five-year term of this Agreement, payable in advance upon signing of this contract.

5. <u>Access.</u>

A. Lessee shall have access to the Premises during the normal operating hours of the Park. If in connection with any Lessee-sponsored activity, Lessee desires after-hours access to the Premises, City shall use reasonable efforts to accommodate the same upon Lessee's reasonable request.

B. In no event shall the Lessee or any of its agents, employees, contractors, invitees, or licensees have access to or use the second floor of the Building or attic, without the City's prior written consent (as the second floor and attic portions are specifically excluded from the leased Premises).

6. <u>Non-interference.</u>

Lessee shall not use the Premises or access areas in any way that materially interferes with the City's use of the Park or the City's authorized use of the Premises including the second floor of the Building. Subject to the City's right of access to the Premises for purposes of inspection, repairs, and maintenance as set forth in Sections 16 and 22, City shall not use, nor shall the City permit its officers, employees, or agents to use any portion of the Premises in any way that materially and unreasonably interferes with the operations of the Lessee authorized in Section 3 of this Agreement, and any such interference shall be terminated upon written notice by the other Party. In the event that any such interference fails to cease within five (5) business days and the Parties acknowledge that continuing interference may cause irreparable injury, and therefore, the injured Party shall have the right to bring an action to enjoin such interference or terminate this Agreement immediately upon written notice given to the other Party at any time until such interference has ceased.

7. Termination.

The City may terminate this Agreement prior to the end of the term by providing one hundred and twenty (120) days' written notice to Lessee. Either Party may terminate the renewal of this Agreement by providing sixty (60) days' written notice prior to the end of the term set forth in Section 2. The City may terminate this Agreement and/or stop a use in progress if Lessee fails to comply with any applicable federal, State or local laws, and the terms of this Agreement. The City may also terminate and/or stop a use in progress if Lessee fails to secure any necessary permits, disregards a lawful order of an authorized representative of the Community Development Department, or engages in activity that may cause injury to the public or damage to the Premises or private property. 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.

8. Encumbrances.

The Lessee shall not encumber the Premises.

9. Indemnification.

A. Lessee shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned 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 Lessee and the City, its officers, officials, employees, and volunteers, the Lessee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessee's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes Lessee'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. Copyrights.

Vendor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Vendor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Vendor.

11. Insurance.

A. Lessee 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 use of the Premises and the activities of Lessee's and Lessee's guests, representatives, volunteers and employees.

B. Minimum Scope and Amount of Insurance.

Lessee shall obtain insurance of the types described below:

i. General Liability Insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as an additional insured on Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

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

C. City has full availability of Lessee's Limits.

If Lessee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Lessee, irrespective of whether such limits maintained by Lessee are greater than those required by this Agreement or whether any certificate

of insurance furnished to the City evidences limits of liability lower than those maintained by Lessee.

D. Other Insurance Provisions

i. Lessee's insurance shall be endorsed to contain the provision that it may not be cancelled by either Party except after thirty (30) days prior written notice has been given to the City.

ii. Verification of Coverage. Lessee 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 Lessee before commencement of the work.

iii. The Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

iv. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

12. <u>City's Right of Entry and Inspection</u>.

The City reserves the right to conduct inspections of the Premises at any given time. An inspection shall be conducted by an agent of the City and Lessee upon vacation of the Premises. City's agent will notify Lessee of obligations to be fulfilled prior to vacancy.

13. <u>Improvements.</u>

Except for the interior, non-structural alterations or improvements that do not affect the electrical plumbing or heating systems in the premises, Lessee shall make no alterations or improvements to the premises without the prior written consent of the City. Regardless of whether the City's consent is required, Lessee shall give the City written notice describing any proposed alterations or improvements at least 30 days prior to commencement of any alteration or improvement work.

14. <u>Maintenance/Repairs by Lessee.</u>

Lessee accepts the Premises in their current condition, "as-is". Except for those portions of the Premises required to be maintained and repaired by the City, as set forth in Section 14, below, Lessee covenants and agrees to make all necessary repairs to the interior of the Premises as determined by the City. Lessee shall, at its own expense and at all times, keep the Premises neat, clean and in a sanitary condition, and keep and use the Premises in accordance with the applicable laws, ordinances, rules, regulations, and requirements of governmental authorities. Lessee shall be responsible for the repair of any damage or injury caused by the Lessee, its agents, employees, contractors, or invitees cause to the Premises, other than for ordinary wear and tear of the Premises.

15. Maintenance/Repairs by City.

Except for any damage or injury caused by Lessee, its agents, employees, contractors or invitees, City shall be responsible for any maintenance and repair, as determined necessary by City, of the exterior and structural portions of the Building and Annex, all building mechanical and electrical systems, the interior portions of the second floor and attic in Building (which second floor and attic portions are specifically excluded from the leased Premises), and the surrounding grounds. City may make periodic inspections of the second floor and attic portions of the Building. Lessee shall give prompt written notice to the City of any noted conditions in or on the Building requiring attention by the City.

16. Landscaping.

The Lessee agrees not to install or remove any vegetation on the property without the City's prior written approval, which approval may be granted or withheld at the sole discretion of the City. Lessee agrees to contact the City for permission to install or remove any vegetation and if approved by the City, the City may provide at its sole discretion landscape materials and installation and maintenance of the landscaping on the property.

17. Signs.

All signs or symbols placed in the windows or doors of the Premises, or upon any exterior or interior part of the Premises, shall be subject to the approval of the City. Any such sign shall be so placed upon the understanding and agreement that the Lessee will remove such signs at the termination of the tenancy herein created and repair any damage or injury to the premises caused by thereby, and if not so removed by the Lessee, then the City may have such signs removed at Lessee's expense.

18. Taxes and Assessments.

A. Lessee agrees to pay all taxes and assessments which are the result of the Lessee uses of the Premises and or which may hereafter become a lean on the interest of the Lessee. Lessee shall pay all taxes that may hereafter be levied or imposed upon the interest of Lessee by reason of this Agreement.

B. Lessee shall be responsible to pay when due any and all leasehold taxes imposed on Lessee and in the manner prescribed by the Kenmore Municipal Code and Chapter 82.29A of the Revised Code of Washington.

19. Utilities.

Except for those identified in this paragraph as the responsibility of the City, the Lessee shall pay for all outside services serving the Lessee including telecommunication and data transfer service connection and service fees. The City agrees to be responsible and pay for the electricity, garbage, sewer and water utilities that serve the Premises.

20. Liens.

Nothing in this Agreement shall be deemed to make the Lessee the agent of the City for purposes of construction, repair, alteration, or installation of structures, improvements, equipment or facilities on the Premises. The Lessee acknowledges that the City may not, and shall not, be subject to claims or liens for labor or materials in connection with any activities by Lessee. The Lessee shall not encumber the Premises with any liens.

21. Record Keeping and Reporting.

A. Lessee shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect revenue generated for the services performed on the Premises under 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.

C. By February 15 of each year, Lessee shall submit to the City an annual report which shall provide relevant information about Lessee's programming and its use of the Premises during the prior calendar year, including, but not limited to , descriptions of and data on programs offered and number of participants for each program, and any third-party use of the Premises.

22. Audits and Inspections.

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

23. Discrimination Prohibited.

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

24. Assignment and Subletting.

Lessee shall not sublease, assign or transfer this Agreement, nor any rights created by it, without the City's prior written approval. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Agreement by the assignee. Should the City sell, lease, transfer, or otherwise convey all or any part of the Premises that is subject to this Agreement to any transferee other than the Lessee such transfer shall be subject to this Agreement.

25. Vacation and Surrender of Premises.

Upon termination of this Agreement, or any extension or renewal thereof, the Lessee shall cease its operations on and/or use the Premises. In the event the Lessee fails to vacate the Premises on the date of termination, it shall be liable for any and all costs to the City arising from such failure to vacate.

26. Damage to Premises.

Lessee agrees to pay all costs of repair or replacement for any and all damages of whatever origin or nature which may occur during the term of this Agreement in order to restore the Premises affected by the event to a condition at least equal to that at the time Lessee took possession thereof. In such event, the City will provide detailed billing and accounting to Lessee when such restoration is completed. Lessee shall immediately report any damages that may occur to the designated agent of the City.

27. 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:

City:

City of Kenmore
Public Works Operations Director: Jennifer Gordon
18120 68th Avenue NE
Kenmore, Washington 98028-0607
Phone No.:(425) 984-6160
Email: jgordon@kenmorewa.gov

Lessee:

Northshore Senior Center
Chief Executive Officer: Nathan Philips
10201 East Riverside Drive
Bothell, WA 98011-3708
Phone No.: (425) 487-2441
Email: nathanp@mynorthshore.org

28. 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.

29. Entire Agreement; Modification.

This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

30. 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 Lessee, 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.

31. Recitals.

The Recitals are part of this Agreement.

32. Termination of Prior Lease.

The Prior Lease between the Parties shall be deemed terminated effective December 31, 2025.

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

Lessee		**City of Kenmore**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Approved As To Form:

_____
Kenmore City Attorney's Office

EXHIBIT A

Legal Description of Property

That portion of Government Lot 4 in Section 12, Township 26 North, Range 4 East, W M, in King County, Washington, described as follows: Beginning at a point 1,350 feet North and 30 feet East of the S W corner of said Section 12; thence East parallel with the South line of said Section, 628 12 feet, thence North parallel with the West line of said Section to the Northerly line of said Government Lot, thence Westerly along said Northerly line to a point 30 feet East of the West line of said Section, thence South to the point of beginning, TOGETHER WITH second class shore lands adjoining and lying between the East and West lines of the above described tract of land produced North (Being known as Tracts 42 & 43, The Moorlands, according to the unrecorded plat thereof).

TOGETHER WITH water rights as described in Certificate of Water Right issued by the State of Washington on November 10, 1930.

EXHIBIT B

Depiction of Building and Annex

Aerial

Building

Annex

EXHIBIT C

City of Kenmore Contacts:

Building Maintenance & Repairs
Aleks Firsov, Facility & Fleet Maintenance Supervisor
afirsov@kenmorewa.gov
(425) 971-2631

Landscape Maintenance
Quinn Proffitt, Park & Streetscape Maintenance Supervisor
qproffitt@kenmorewa.gov
(206) 914-4739

Recreation Programs (Program Reporting, Coordination, etc.)
Maurita Colburn, Recreation Program Supervisor
mcolburn@kenmorewa.gov
(425) 864-3788

Contract Administrator
Jennifer Gordon, Public Works Operations Director
jgordon@kenmorewa.gov
(425)984-6160

Emergency Afterhours Maintenance Dispatch
(253) 274-6330

Northshore Senior Center Contacts:

Nathan Philips, Chief Executive Officer
nathanp@mynorthshore.org
(425) 487-2441

Pasha Mohajerjasbi, Kenmore Senior Center Program Coordinator
pasham@mynorthshore.org
(425) 489-0707

16-C1623

RHODODENDRON PARK
LEASE/USE AGREEMENT

THIS LEASE/USE AGREEMENT ("Lease") is made and entered into between CITY OF KENMORE, a Washington municipal corporation ("City") and NORTHSHORE SENIOR CENTER, a Washington nonprofit corporation ("Lessee"). City and Lessee are each individually referred to herein as a "Party" and jointly as the "Parties."

RECITALS:

A. City owns real property commonly known as Rhododendron Park (the "Park") located at 6910 NE 170th Street, Kenmore, Washington, and legally described on Exhibit A attached hereto (the "Property"). Improvements on the Property include the Rhododendron Park Building (the "Building"), an adjoining annex (the "Annex"), and a covered picnic shelter (the "Shelter").

B. Pursuant to Kenmore Lease/Use Agreement dated November 8, 2004 (the "Prior Lease"), City leased the improvements on the Property to Lessee for the operation of Lessee's Senior Center activities.

C. The term of Prior Lease was for an approximately five (5) year term, commencing November 8, 2004, and terminating December 31, 2009. Lessee remains in possession of the improvements on a holdover basis as of the date hereof.

D. The Parties desire to terminate the Prior Lease and to enter into a new Lease/Use Agreement for those Premises described herein, subject to and in accordance with the provisions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Lease of Premises. The City leases to the Lessee, and Lessee leases from the City the ground floor of the Building and the Annex (collectively, the "Premises"), subject to the terms hereof. The Building and Annex are depicted on Exhibit B attached hereto and incorporated herein by this reference.

2. Term. The initial term of this Lease shall be for a period of five (5) years and shall commence on the 1st day of January 2017 and end on the 31st day of December 2021, unless earlier terminated as provided for herein. At the end of the initial five-year term, this Lease will automatically renew for one-year successive terms unless terminated by either Party as set forth in Paragraph 11.

3. Purpose and Use. Lessee agrees to keep the Kenmore Senior Center open a minimum of 30 hours per week throughout the term hereof and to use the Premises primarily for operation of the Kenmore Senior Program, which use shall include, without limitation, (a) the provision of classes and programming of interest and benefit to seniors in the Kenmore community, including, by way of example and not limitation, arts and crafts, creative writing, yoga, social bridge, driving, diet, nutrition, massage therapy, and computers and technology; (b) hosting of AARP meetings, Kenmore Mayor's Monthly Address, Evergreen Hospital speakers, and Medicare and Healthcare Services Assistance (SHIBA) and similar presentations and events; (c) coffee bar; and (d) six to eight planned trips per year, and other special events. Lessee represents that it has been granted and will maintain all necessary federal, state and local licenses and permits required to operate a Senior Center, and any other incidental activities thereto approved by the City. Lessee further covenants and agrees that it will not use or allow the use of the Premises or any part thereof for any purpose which shall be unlawful or a nuisance or contrary to any permits or licenses held by Lessee from any regulatory agency or in any manner contrary to any law, ordinance or regulation of any public authority.

4. Third Party Use of Premises; Shelter Reservations. Lessee shall have the right to permit third parties to reserve rooms in the Building and in the Annex for temporary meeting or event use, and further to use and coordinate the reservation and rental, according to the Schedule outlined in succeeding paragraph 5, of the Shelter on the Property for temporary recreational or senior-oriented events consistent with the purposes set forth in Section 3, above.

5. Scheduling. Lessee may schedule bookings for the Shelter through September 30 of that year beginning on February 1, and through January 31 of the succeeding year beginning on April 1. Lessee shall use for scheduling a Northshore Senior Center reservation application in the form attached as Exhibit C hereto. Lessee shall charge users City Council-approved Fees for scheduling any third-party use of the Shelter, and any increase in fees must be approved by Council. Lessee shall create and maintain a Google Calendar or other similar shared calendar that shows real-time rentals and reservations of such facilities, and will post a link on the calendar to reservation applications when they are approved. In consideration of the community services provided by Lessee, and to assist with offsetting the cost of program and facility operations as outlined in the 2017 Projected Budget attached as Exhibit D hereto and incorporated herein by this reference, and subsequent budgets to be submitted annually by December 31st, all rental revenue received by Lessee during the term hereof from community and other use of the Building or Annex, and or from Lessee's reservation of the Shelter may be retained by Lessee, so long as Lessee shall not be in default under this Lease.

6. Priority Use of Picnic Shelter; City Scheduled Events. Notwithstanding the provisions of Sections 4 and 5, above, City shall at all times have priority use of the picnic Shelter and reserves the right throughout the term to use the Shelter and Park grounds for City and community events. City agrees prior to January 31st of each calendar year to notify Lessee of known annual reservations for that year, and thereafter to notify Lessee if City requires use of the Shelter and Park areas for additional events throughout the year. City shall use reasonable efforts to provide Lessee with as much advance notice of such events as is reasonably practicable. Except where City requires emergency use of the Shelter, City will use reasonable efforts not to terminate or displace any reserved use of the Shelter upon less than thirty (30) days' prior written notice. As owner of the Property, the City shall not be responsible for any rental loss suffered by Lessee, or for any other claims, losses, liabilities or damages if the City displaces other users, and Lessee agrees to release and indemnify, defend, and hold City harmless from and against any and all of the same. In the event of any termination or displacement by City of any reserved use of the Shelter, Lessee shall be responsible for and shall promptly refund to any third party user any unearned fees or rental amounts previously paid to Lessee.

7. Rent. In consideration of the public programming services provided to Kenmore residents as set forth in Section 3, above, the rental amount paid by the Lessee to the City for the use of the leased premises shall be $1.00 per year for the initial five-year term of this Agreement, payable in advance upon signing of this contract.

8. Access. Lessee shall have access to the Premises during the normal operating hours for the Park. If, in connection with any Lessee-sponsored activity, Lessee desires afterhours access to the Premises, City shall use reasonable efforts to accommodate the same upon Lessee's reasonable request.

9. Recordkeeping and Reporting.

A. Lessee 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 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. Records shall be maintained for a period of seven (7) years unless permission to destroy them is granted by the office of the State Archivist in accordance with RCW Chapter 40.14 and/or by the City.

C. By May 15 of each year, Lessee shall submit to the City an annual report which shall provide relevant information about Lessee's programming and its use of the Premises during the prior calendar year, including, but not

limited to, descriptions of and data on programs offered and number of participants for each program, and any third-party use of the Premises.

10. Non-interference. The Lessee shall not use the Premises or access areas in any way that materially interferes with the City's use of the Property or the City's authorized use of the Premises, including the second floor of the Building. Subject to the City's right of access to the Premises for purposes of inspection, repairs and maintenance, as set forth in Sections 16 and 22, City shall not use, nor shall the City permit its officers, employees or agents to use, any portion of the Premises in any way that materially and unreasonably interferes with the operations of the Lessee authorized in Section 3 of this Lease. Such interference shall be terminated upon written notice by the other Party. In the event any such interference does not cease within five (5) business days, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right to bring an action to enjoin such interference or to terminate this Lease immediately upon written notice given to the other Party at any time until such interference shall have ceased.

11. Termination. If Lessee fails to make any payment or cure any other default of Lessee under this Lease within thirty (30) days following written notice thereof from City, City may, in addition to any other rights and remedies available at law or in equity, immediately terminate this Lease. In addition, either City or Lessee may terminate this Lease upon ninety (90) days' prior written notice to the other Party for any reason.

12. Encumbrances. The Lessee shall not encumber the Premises.

13. Laws, Ordinances, Regulations. The Lessee shall at all times and at its sole expense, comply with all laws and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, state and federal governmental authorities or regulatory agencies ("Laws"). The Lessee shall defend, indemnify and hold harmless the City, its officers, employees and agents against any claims arising from any violations by the Lessee, its officers, employees or agents of any such Laws. The indemnity provision of this paragraph shall survive the termination or expiration of this Lease.

14. Improvements. Except for interior, non-structural alterations or improvements that do not affect the electrical, plumbing or heating systems in the Premises, Lessee shall make no alterations or improvements to the Premises without the prior written consent of the City. Regardless of whether the City's consent is required, Lessee shall give the City written notice describing any proposed alterations or improvements at least thirty (30) days prior to commencement of any alteration or improvement work.

15. Maintenance/Repairs by Lessee. Lessee accepts the Premises in their current condition. Except for those portions of the Premises required to be maintained and repaired by the City, as set forth in Section 16, below, Lessee covenants and agrees to make all necessary repairs to the interior of the Premises as determined by the City. Lessee shall, at its own expense and at all times, keep the Premises neat, clean and in a sanitary condition, and keep and use the Premises in accordance with all applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the Premises. Lessee shall be responsible for the repair of any damage or injury the Lessee, its agents, employees, contractors, or invitees cause to the Premises, other than for ordinary wear and tear of the Premises.

In no event may Lessee or any of its agents, employees, contractors, invitees or licensees access the second floor of Building or the attic without the City's prior written consent.

16. Maintenance/Repairs by City. Except for any damage or injury caused by Lessee, its agents, employees, contractors, or invitees, City shall be responsible for any maintenance and repair, as determined necessary by City, of the exterior and structural portions of the Building and Annex, all building mechanical and electrical systems, the interior portions of the second floor and attic in Building (which second floor and attic portions are specifically excluded from the leased Premises), and the surrounding grounds. City may make periodic inspections of

the second floor and attic portions of the Building, and Lessee shall give prompt written notice to the City of any noted conditions in or on the Building requiring attention by the City.

17. Landscaping. The Lessee agrees not to install or remove any vegetation on the Property without City's prior written approval, which approval may be granted or withheld at the sole discretion of the City. Lessee agrees to contact the City Volunteer Coordinator for permission to install or remove any vegetation, and if approved by City, the City may provide at its sole discretion landscape materials, and installation and maintenance of the landscaping on the Property.

18. Signs. All signs or symbols placed in the windows or doors of the Premises, or upon any exterior or interior part of the Premises, shall be subject to the approval of the City. Any such signs shall be so placed upon the understanding and agreement that the Lessee will remove such signs at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by the Lessee then the City may have such signs so removed at the Lessee's expense.

19. Taxes and Assessments.

A. Lessee agrees to pay all taxes and assessments which are the result of the Lessee's uses of the Premises and/or which may hereafter become a lien on the interest of the Lessee. Lessee shall pay all taxes that may hereafter be levied or imposed upon the interest of the Lessee or by reason of this Lease.

B. Lessee shall be responsible to pay when due any and all leasehold taxes imposed on the Lessee and in the manner prescribed by the Kenmore Municipal Code and Chapter 82.29A of the Revised Code of Washington.

20. Utilities. Except for those identified in this paragraph as the responsibility of the City, the Lessee shall pay for all outside services serving the Lessee, including telecommunication and data transfer service connection and services fees. The City is responsible for and agrees to pay for the electricity, garbage, sewer and water utilities that serve the Premises.

21. Liens. Nothing in this Lease shall be deemed to make the Lessee the agent of the City for purposes of construction, repair, alteration, or installation of structures, improvements, equipment or facilities on the Premises. The Lessee acknowledges that the City may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by the Lessee. The Lessee shall not encumber the Premises with any liens.

22. City's Right of Entry and Inspection. The City, for itself and its officers, employees and agents, reserves the right to enter upon the Premises at any time and without notice to the Lessee, for the purpose of operation, inspection, maintenance, construction, or reconstruction of the Premises or any element thereof. The City will take all reasonable measures to minimize any disruption to the Lessee. The City shall in no way be responsible for any incidental or consequential damages, including, but not limited to, lost revenue due to such loss of use by the Lessee.

23. Insurance. At its sole expense, the Lessee shall secure and maintain in effect a policy of commercial general liability insurance issued by an insurer licensed to conduct business in the State of Washington. The insurance policy shall provide liability coverage for any and all claims of bodily injury, property damage, and personal injury arising from the Lessee's business operations and use of the Premises. The insurance policy required by the section shall provide coverage of no less than $1,000,000 combined single limit of liability per occurrence, with a general aggregate limit of no less than $3,000,000 per policy period. The Lessee agrees that the City may require increases in said coverages by written notice to the Lessee, as the City deems reasonably necessary. Coverages under said policy shall be triggered on an "occurrence" basis. The City shall be named as an additional insured in the commercial general liability policy required by this section. The policy shall be endorsed with a provision relieving the City of any responsibility for the payment of any policy premium. The endorsement shall require the insurer to provide the City, with no less than thirty (30) days' written notice before any cancellation of the coverages required by this section. The liability coverages required by this section shall not be subject to any self-insured retained limit of liability of any

amount (No Liability Coverage Deductibles). Coverages, if obtained by the Lessee in compliance with this section, shall not be deemed as having relieved the Lessee of any liability.

Further, the Lessee shall provide the City with a certificate of insurance and an additional named insured endorsement reflecting the insurance coverage required by this section within ten (10) business days of the execution of this Lease, and within ten (10) days of receiving a written notice from the City for an increase in the coverage amounts.

24. Hold Harmless; Indemnification.

A. Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, damages, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

B. The Lessee further agrees to defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

For purposes of Paragraphs 24 A. and B., Lessee waives its immunity under Title 51 RCW, the Industrial Insurance Act, and agrees to protect, hold harmless, and indemnify the City for any claims asserted against it by employees or agents of Lessee. This waiver is specifically negotiated between the Parties. The indemnification provisions contained in this Paragraph shall survive the termination or expiration of this Lease.

25. Discrimination Prohibited. The Lessee shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Lessee, 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.

26. Assignment and Subletting. Neither this Lease, nor any rights created by it, may be assigned, sublet, or transferred by Lessee without the City's prior written approval. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Lease by the assignee. Should the City sell, lease, transfer, or otherwise convey all or any part of the Premises that is subject to this Lease to any transferee other than the Lessee, such transfer shall be subject to this Lease.

27. Vacation and Surrender of Premises. Upon termination of this Lease, or any extension or renewal thereof, the Lessee shall cease its operations on and/or use of the Leased Premises. In the event the Lessee fails to vacate the Leased Premises on the date of termination, it shall be liable for any and all costs to the City arising from such failure.

Upon termination of this Lease, or any extension or renewal thereof, all machinery, apparatus, equipment or other thing installed by Lessee or its agents in or upon the leased Premises shall become property of the City, provided, that upon written notice to the City thirty (30) days or more prior to termination of the Lease advising of Lessee's intent to remove any such thing, and upon written approval obtained from City, Lessee shall have the right to remove from the leased Premises all such things installed by it or its agents not paid for in whole or in part by City. Lessee hereby covenants that it shall restore and repair any damage to the leased Premises caused by the removal of such machinery, apparatus and equipment.

28. Waiver. No failure on the part of either Party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by the City, unless in writing, shall discharge or invalidate such covenant or provisions or affect the right of either Party to enforce the same in the event of any subsequent breach or default.

29. Headings. The headings or captions to paragraphs or sections of this Lease are for convenience only and shall have not effect on the construction or interpretation of any section or paragraph hereof.

30. 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 Lease and the attached exhibits, then the terms and conditions of this Lease shall prevail over the exhibits. Either Party may request changes to this Lease. Changes that are mutually agreed upon shall be incorporated by written amendments to this Lease. It is further understood that this Lease shall not be valid and binding upon the City unless and until accepted and approved by the City Council.

31. Applicable Law; Venue; Attorney's Fees. This Lease 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.

32. Severability. Any provision or part of this Lease 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 Parties, 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.

33. Notices. Except as otherwise designated in this Lease, wherever in this Lease written notices are to be given or made, they will be delivered or sent by certified mail addressed to the Parties at the addresses listed below unless a different address shall be previously designated in writing and delivered to the other Party. Notice shall be deemed effective as of the delivery date. Lessee agrees to accept service of process or certified mail at the address provided for herein, provided such address is located in the State of Washington.

NORTHSHORE SENIOR CENTER
Attn: _____,
Executive Director
10201 East Riverside Drive
Bothell, WA 98011-3708
(425) 487-2441

THE CITY OF KENMORE
Attn: Jennifer Gordon,
Public Works Operations Manager
P.O. Box 82607
6700 N.E. 181st St.
Kenmore, WA 98028-0607
(425) 398-8900

34. Recitals. The Recitals are a part of this Lease agreement.

35. Termination of Prior Lease. The Prior Lease between the Parties shall be deemed terminated effective December 31, 2016.

IN WITNESS WHEREOF, the Parties have entered into this Lease effective 2-28, 2017.

NORTHSHORE SENIOR CENTER

By: _____

CITY OF KENMORE

By _____

Its President Board

Its City Manager

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

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

DATED: February 28, 2017

Nancy A. Meehan
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at
Woodinville, WA

My appointment expires: 4/9/18

NANCY A. MEEHAN
COMMISSION EXPIRES
NOTARY
PUBLIC
APRIL 9, 2018
STATE OF WASHINGTON

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I CERTIFY that I know or have satisfactory evidence that Randy Busch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the President of **Northshore Senior Center**, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 14 Feb 2017

Randy Busch
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at
King

Michelle Henry

My appointment expires: 09/23/2019

MICHELLE HENRY
Notary Public
State of Washington
My Appointment Expires Sep 23, 2019

EXHIBIT A

Legal Description of Property

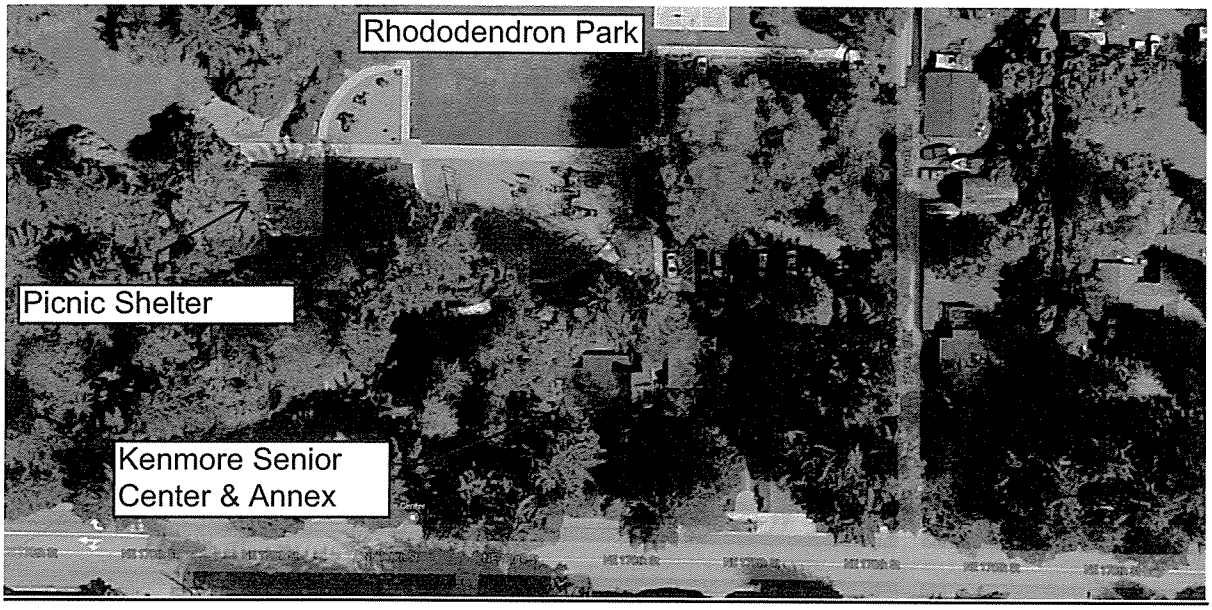
KENMORE PARK

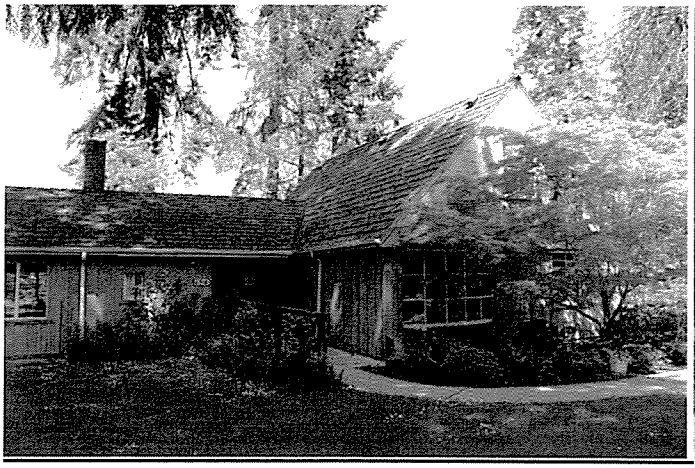
That portion of Government Lot 4 in Section 12, Township 26 North, Range 4 East, W M , in King County, Washington, described as follows· Beginning at a point 1,350 feet North and 30 feet East of the S W corner of said Section 12; thence East parallel with the South line of said Section, 628 12 feet, thence North parallel with the West line of said Section to the Northerly line of said Government Lot, thence Westerly along said Northerly line to a point 30 feet East of the West line of said Section, thence South to the point of beginning, TOGETHER WITH second class shore lands adjoining and lying between the East and West lines of the above described tract of land produced North (Being known as Tracts 42 & 43, The Moorlands, according to the unrecorded plat thereof)

TOGETHER WITH water rights as described in Certificate of Water Right issued by the State of Washington on November 10, 1930

EXHIBIT B

Depiction of Building and Annex





Building

Annex

Northshore
Senior Center

EXHIBIT C

Northshore Senior Center Reservation Application Form

NORTHSHORE SENIOR CENTER
Reservation Application
Rhododendron Park Shelter

Northshore Senior Center
Kenmore Branch
Rhododendron Park
6910 NE 170th St.
Kenmore, WA 98028
425-489-0707
Email:_____

The Northshore Senior Center ("Senior Center"), by agreement with the City of Kenmore ("City"), is responsible for scheduling reservations for use of the Shelter within the posted "Picnic Area" (the "Facilities") at the City's Rhododendron Park. Use of the Facilities and the Park is subject to all applicable laws, rules, and regulations, including City of Kenmore Municipal Code.

The maximum capacity of the Shelter, including non-covered portion of Shelter pad, is 100 persons. Areas of the Park outside of the Shelter and pad are open to the general public during the reservation period.

Park Reservation Date: _____/_____/_____ (MM DD YYYY)

Confirmation Date: _____/_____/_____ (Date application rec'd) (MM DD YYYY)

APPLICANT/ATTENDEE INFORMATION
(Please Print)

Name of Organization, Entity or User Group:_____

Name of Primary Contact ("Applicant"):_____

Street Address:_____

City: _____ State: _____ Zip: _____

Phone Numbers: Home: _____ Business:_____ Cell:_____

Email: _____

SHELTER RESERVATION INFORMATION
Activity Details

Reservation Date: _____ Type of Event: _____

Reservation Period: [ ] Half Day 10 am to 2 pm [ ] Half Day 2:30 pm to dusk [ ] Full Day 10 am to dusk

Estimated Number of Attendees: Adults:_____ Children under 18: _____

Description of Event: _____
_____
_____

FEES

Kenmore Residents: $60 for half day reservation; $120 for all day **Non-Residents:** $80 for half day reservation; $160 for all day.

Reservation Fee: _____	Receipt Number: _____

Cancellations:

Cancellations MUST be received two (2) weeks prior to reservation date to receive full refund. Reservations are non-transferable.

Indemnity:

Applicant and the group, organization or entity using the Facilities pursuant to this Application agree to indemnify, protect and save and hold the City, its elected and appointed officials and employees while acting within the scope of their duties, and the Senior Center, its officers, employees and agents, harmless from and against all claims, demands and causes of action of any kind or character, on account of any action, including, but not limited to, personal injuries, death or damage to property arising out of the use of the Facilities, or in any way arising out of the acts or omissions of Applicant and/or the attendees using the Facilities, and any of their agents, employees, or representatives.

Priority Use:

The City of Kenmore retains priority use of the Shelter Facilities and reserves the right to use the Facilities for City and community events. Except for cancellations due to emergency, severe weather, or situations that may result in personal injury or damage to the Facilities, City will use reasonable efforts not to displace any reserved use of the Shelter upon less than thirty (30) days' prior written notice.

City will not be liable for any claims, losses, liabilities, or damages resulting from termination or displacement of any reserved use of the Shelter Facilities. Fee refunds are the responsibility of Northshore Senior Center and shall be issued to the Applicant within ten (10) days of cancellation.

Applicant's Certification:

I, the undersigned, hereby certify that I am the authorized and responsible representative for the petitioning group, organization or entity identified above, and that the above statements are true to the best of my knowledge. I agree to accept any and all legal liability for damages to any and all parts of the Facilities covered by this Application and/or any permit issued pursuant to this Application, and for any injuries caused by me or any or all of the group's, organization's, or entity's members or users of the Facilities, or by my breach or the attendees' breach of the rental policies included with this Application. I further certify that I have read and that I and all attendees will abide by the Park Policies and requirements governing use of City Facilities which are included with this Application. The City is not responsible for lost, stolen, or damaged items.

Applicant Signature:_____ Date:_____
Print Name:_____

Accepted and approved:

Northshore Senior Center

By_____
Print Name:_____
Facility Scheduler

Rhododendron Park Shelter Use Policies

Shelter Available for Rental: The Shelter is available for rental use when not being used for City-sponsored or co-sponsored activities. Reservations are accepted for the Shelter only. The rest of the Park remains open to the general public during the reservation period.

Times Available for Rental: Any day during regular Park Operating Hours. Reservation periods are 10 am to 2 pm and/or 2:30 pm to dusk. Full Day rentals are also available between 10 am and dusk.

Age of Applicant / Responsible Applicant: Any person seeking to reserve the Shelter must be 21 years or older and sign the City's Rhododendron Park Reservation Application, to which these policies are attached. The Applicant must be present during the entire time of the rental. Rental groups composed of minors (under 18 years of age) must be supervised by a sufficient number of adults at all times while using the Shelter. The Applicant is considered to be the responsible party in case of damage, theft, or disturbance during use of the Shelter.

Deliveries: Applicant must be present to accept or sign for any deliveries related to the event, and the delivery/pick-up time will be considered part of the rental period. No storage space is available at the Picnic Shelter for event supplies.

Qualification for Kenmore Resident Rate: In order to qualify for the Kenmore Resident Rate, Applicant (Signer) must have a Kenmore street address.

Prioritized Uses: The City of Kenmore retains priority use of the Shelter and reserves the right to use the Shelter and Park grounds for City and community events. Except for cancellations due to emergency, severe weather, or situations that may result in personal injury or damage to the Facilities, City will use reasonable efforts not to terminate or displace any reserved use of the Shelter upon less than thirty (30) days' prior written notice.

Rental Arrangements: All reservation requests are subject to review and approval by the Senior Center.

1. **Beginning on February 1,** bookings may be scheduled through September 30th of that year.
   Beginning on April 1, bookings may be scheduled through the remainder of that year and through January 31st of the succeeding year.
   The rental period begins with any renter set up and ends with the renter's clean-up completion.
2. Requests to change reservation dates must be made in writing and delivered by mail, personal delivery, or via email to the Kenmore Senior Center, and a response in writing by mail or via email back to the applicant will be sent by the Senior Center acknowledging and confirming the request.

Cancellations: Cancellations MUST be received two (2) weeks prior to reservation date to receive a full refund.

Non-Transferrable: All reservations are non-transferable.

Fireworks Prohibited: Pursuant to Ordinance No. 04-0204, all fireworks are prohibited in Kenmore parks, as within all of Kenmore City limits.

No Alcohol: No alcohol is allowed.

Flammable Materials: The use of candles or any other type of open flame, flammable materials or fog/smoke machines is prohibited in City Parks, except within designated fire pit areas.

Animals: All pets must be kept on leash at all times. Owners must clean up after their pets.

No Endorsement: Receiving permission to use City Park facilities does not constitute an endorsement by the City of Kenmore or the Northshore Senior Center of a group's philosophies, policies or beliefs.

Parking: Parking is allowed in designated parking spaces only. Vehicles are prohibited anywhere on Park Green.

Signage: Signage is permitted in designated areas on NE 170th Street along the park perimeter.

Amplification/Sound: Noise levels must comply with the City of Kenmore Ordinance 98-0042 as now in effect or hereafter amended. Sound shall not be audible at a distance greater than 75 feet from the source.

Films: Organizer assumes responsibility for appropriateness of any film viewed in an open air venue. Renters shall be responsible for their own equipment.

Cleaning/Maintenance: Applicant shall be responsible for restoring the Shelter to the condition it was in prior to rental. All garbage/recycling shall be deposited in the appropriate container, and all food and beverages shall be removed from the premises.

Non-discrimination Laws are to be followed: Groups renting City facilities must adhere to federal and state laws regarding non-discrimination on the basis of race, gender, color, creed, national origin, religion, marital status, age, sexual orientation, political affiliation or sensory, mental or physical disability.

No Election/Campaign Activity: Pursuant to RCW 42.17A.555, the use of City facilities by persons or organizations for election, campaign or ballot-proposition purposes is not allowed.

Religious services or group rallies: Religious services or group rallies may be permitted in City of Kenmore park areas where facilities are adequate, and where such activities will not conflict in any way with normal park usage. To avoid conflict, permission for such activities must be obtained in advance from the City.

Additional Restrictions/Requirements: Depending on the use or event, the City may add insurance and/or other requirements and/or restrictions as deemed necessary. Any such additional requirements and/or restrictions will be identified to Applicant at least five (5) business days in advance of the reserved use date, in which event Applicant's signature agreeing to the additional conditions will be required. The City reserves the right to terminate use of the Facilities if risks to safety of persons or property exist or if users are violating Facility use policies or other laws, codes or regulations.

Application Approval: Applications are not approved until signed by the Facility Scheduler.

Exhibit D

Northshore Senior Center
Kenmore 2017 Operating Budget

	Budget 2016	Actual 7/31/16	Annualized 2016	Budget 2017	Manager's Budget 2017
4010 · Contributions:4020 · Individuals	3,198	1,398	2,397	2,456	2,456
4010 · Contributions:4030 · Corporate		100	171	176	200
4010 · Contributions:4090 · Other		325	557	571	571
4210 · Grants:4220 · Governmental:4224 · Kenmore	25,002	11,000	18,857	19,329	25,000
4310 · Program Service Revenues:4315 · Fees for Services	19,998	3,684	6,315	6,473	6,473
4310 · Program Service Revenues:4320 · Day Trips		1,664	2,853	2,924	2,924
4310 · Program Service Revenues:4340 · Classes		2,369	4,061	4,163	4,163
4310 · Program Service Revenues:4340 · Classes:4345 · Fitness		3,392	5,814	5,960	5,960
4410 · Membership Dues	3,750	1,817	3,115	3,193	3,193
4610 · Other Income		(28)	-	-	-
4610 · Other Income:4630 · Rentals Facility	7,998	8,172	14,009	14,359	11,000
4610 · Other Income:4635 · Other Events	1,500	890	1,526	1,564	1,600
4899 · Allocated Revenue - Senior Services	4,188	698	698	-	-
	65,634	35,481	60,373	61,167	63,540
5100 · Salaries and Burden-Program:5110 · Salaries and Wages-Program	29,556	9,113	18,226	21,268	21,268
5100 · Salaries and Burden-Program:5120 · Payroll Taxes-Program:5125 · Federal - 941 Taxes	2,262	1,227	2,455	1,691	1,691
5100 · Salaries and Burden-Program:5120 · Payroll Taxes-Program:5135 · State Unemploymer	366	163	325	319	319
5100 · Salaries and Burden-Program:5120 · Payroll Taxes-Program:5140 · L&I Insurance	252	129	259	412	412
5100 · Salaries and Burden-Program:5150 · Employee Benefits	2,724	371	742	898	898
5100 · Salaries and Burden-Program:5160 · Retirement	1,734	288	288	-	-
5100 · Salaries and Burden-Program:5512 · Gross Wages-Senior Services	-	7,802	7,802	-	-
5152 · Employee Benefits - SS	-	418	418	-	-
	36,894	19,512	30,516	24,588	24,588
5200 · Fees for Services:5201 · Activities and Classes	13,602	5,078	8,705	8,923	10,500
5600 · Travel-Program:5610 · Travel	102	882	1,512	1,550	1,550
5600 · Travel-Program:5620 · Meals	252	10	17	18	150
Other supplies	198			-	-
6200 · Professional Fees:6240 · Other	498	720	720	738	750
6300 · Office Expense:6310 · Supplies		209	358	367	400

KENMORE PARK LEASE/USE AGREEMENT

THIS AGREEMENT is entered into between the City of Kenmore, Washington ("City") and the Northshore Senior Center and Senior Services and Centers ("Lessee"), for the consideration and mutual benefits to be derived as set forth below.

IN WITNESS HEREOF, it is hereby mutually covenanted and agreed by and between the City and the Lessee as follows:

1. Premises. The City leases to the Lessee and the Lessee leases from the City the following Premises located within Kenmore Park, in the City of Kenmore, King County, Washington, and described as follows:

The Kenmore Park Building, including the main building structure, covered picnic shelter, and garage structure. See attached drawing, incorporated herein by this reference. The City retains right of use for the west meeting room in the main building on the second and fourth Wednesdays of each month from 6:00 to 10:00 p.m. for Downtown Task Force meetings.

2. Purpose. The Lessee shall use the premises described in Paragraph 1 solely for the purpose of operating the Senior Program and other programs as approved by the City. The Lessee shall have the right to rent the Kenmore Park Building and covered picnic area for temporary recreational or senior-oriented events consistent with this paragraph and the Statement of Intent attached as Exhibit A. All rental revenue from community and other use of the facilities will be retained by the Kenmore Senior Program to assist with off-setting program and facility operations as outlined in the 2005 Projected Budget, Exhibit B and subsequent annual budgets.

3. Term. The term of this lease shall be a period of five years and shall commence on the 8th day of November 2004 and end on the 31st day of December 2009 unless earlier terminated as provided for herein in paragraph 8. The City will consider renewing the lease to the Lessee upon the written request of the Lessee as set forth herein. The terms and conditions of any renewal lease shall be set forth in a written agreement signed by both the City and the Lessee. The Lessee shall give notice of its desire to renew this lease at least 90 days prior to the expiration of this lease to allow sufficient time for consideration by the City Council and negotiation of terms.

4. Rent. The rental amount for the use of the leased premises shall be $1.00 per year for the term of the Agreement.

5. Access. The Lessee may access the Premises in accordance with park operating hours; provided, however, that the City and Lessee shall agree on a means of reasonable access to the Premises for programs and activities that occur later than the normal park closing time at dusk.

6. Use of Premises. The Lessee's use of the Premises is limited to the "Purpose" identified in paragraph 2 of this Lease Agreement. The Lessee represents that it has been granted and will maintain all necessary federal, state and local licenses and permits required to operate a Senior Center, and any other incidental activities thereto approved by the City. Lessee further covenants and agrees that it will not use or allow the use of the Premises or any part thereof for any purpose which shall be unlawful or a nuisance or contrary to any permits or licenses held by Lessee form any regulatory agency or contrary to any law, ordinance or regulation of any public authority.

7. Non-interference. The Lessee shall not use the premises or access areas in any way, which materially interferes with the use of the adjacent City property or the City's authorized use of the Premises. The City shall not use nor shall the City permit its officers, employees or agents to use, any portion of the City's property in any way, which materially interferes with the operations of the Lessee authorized in Paragraph 2 of this lease. Such interference shall be terminated upon written notice by the other party. In the event any such interference does not cease within 5 working days, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right to bring an action to enjoin such interference or to terminate this Lease immediately upon written notice.

8. Termination. The City may terminate this lease, without penalty or further liability upon thirty (30) days written notice to the Lessee, if the Lessee fails to cure a default for payment amounts due under this lease within that 30-day period; or if the Lessee defaults, other than for non-payment of rent and fails to cure such default within that 30-day period. Ether the City or the Lessee may terminate this lease upon ninety (90) days written notice to the other party for any reason.

9. Encumbrances. The Lessee shall not encumber the Premises.

10. Laws, Ordinances, Regulations. The Lessee shall at all times and at its sole expense, comply with all laws and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, state and federal governmental authorities or regulatory agencies (Laws). The Lessee shall defend, indemnify and hold harmless the City, its officers, employees and agents against any claims arising from any violations by the Lessee, its officers, employees or agents of any such Laws. The indemnity provision of this paragraph shall survive the termination or expiration of this Lease.

11. Improvements. The Lessee shall make no improvements to the Premises without the written permission of the City.

12. Maintenance/Repairs. The Lessee shall, at its own expense and at all times, keep the Premises neat, clean and in a sanitary condition, and keep and use the Premises in accordance with all applicable laws, ordinances, rules, regulations and requirements of governmental authorities. The Lessee shall permit no waste, damage or injury to the Premises. The Lessee shall be responsible for the repair of any damage or injury the Lessee causes to the Premises, other than for ordinary wear and tear of the Premises. Exterior repairs to the main building structure and surrounding grounds will be the responsibility of the City. Lessee shall give prompt written notice to the City of any exterior condition that may require repair, but the decision to affect any such exterior repair shall remain wholly within the City's discretion.

Interior repairs shall be the responsibility of the Lessee and Lessee accepts the Premises in their present condition, and hereby covenants and agrees to make all necessary repairs to the interior of the Premises as determined by the City, including keeping all drainage pipes free and open.

13. Landscaping. The City shall provide at its sole discretion landscape materials, and installation and maintenance of the landscaping on the Premises. The Lessee agrees to cooperate with the City in the performance of this provision.

14. Signs. All signs or symbols placed in the windows or doors of the Premises, or upon any exterior or interior part of the Kenmore Park Building, shall be subject to the approval of the City. Any such signs shall be so placed upon the understanding and agreement that the Lessee will remove such signs at the termination of the tenancy herein created and repair of any damage or injury to the premises caused thereby, and if not so removed by the Lessee then the City may have such signs so removed at the Lessee's expense.

15. Taxes and Assessments. (a) The Lessee agrees to pay all taxes and assessments which are the result of the Lessee's uses of the Premises and/or which may hereafter become a lien on the interest of the Lessee. Lessee shall pay all taxes that may hereafter be levied or imposed upon the interest of the Lessee or by reason of this Lease.

(b) The Lessee shall be responsible to pay when due any and all leasehold taxes imposed on the Lessee and in the manner prescribed by the Kenmore Municipal Code and Chapter 82.29A of the Revised Code of Washington.

16. Utilities. The City is responsible for and agrees to pay for the garbage, sewer and water utilities that serve the Premises. The Lessee shall pay for all other outside services serving the Lessee including telecommunication and data transfer service connection and services fees.

17. Liens. Nothing in this Lease shall be deemed to make the Lessee the agent of the City for purposes of construction, repair, alteration, or installation of structures, improvements,

equipment or facilities on the Premises. The Lessee acknowledges that the City may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by the Lessee. The Lessee shall not encumber the Premises with any liens.

18 City's Right of Entry and Inspection. The City, for itself and its officers, employees and agents, reserves the right to enter upon the Premises at any time and without notice to the Lessee, for the purpose of operation, inspection, maintenance, construction, or reconstruction of the premises or any element thereof. The City will take all reasonable measures to minimize any disruption to the Lessee. The City shall in no way be responsible for any incidental or consequential damages, including, but not limited to, lost revenue due to such loss of use by the Lessee.

19. Insurance. At its sole expense, the Lessee shall secure and maintain in effect a policy of general liability insurance issued by an insurer licensed to conduct business in the State of Washington. The insurance policy shall provide liability coverage for any and all claims of bodily injury, property damage, and personal injury arising from the Lessee's use of the Premises, which is the subject of this Lease. The insurance policy required by the section shall provide coverage of no less than $1,000,000 combined single limit of liability per occurrence, with a general aggregate limit of no less than $1,000,000 per policy period. The Lessee agrees that the City may require increases in said coverages by written notice to the Lessee, as the City deems reasonably necessary. Coverage's under said policy shall be triggered on an "occurrence" basis. The City shall be named as an additional insured in the commercial general liability policy required by this section. The policy shall be endorsed with a provision relieving the City of any responsibility for the payment of any policy premium. The endorsement shall require the insurer to provide the City, with no less than thirty (30) days written notice before any cancellation of the coverage's required by this section. The liability coverage's required by this section shall not be subject to any self-insured retained limit of liability of any amount (No Liability Coverage Deductibles). Coverage's, if obtained by the Lessee in compliance with this section, shall not be deemed as having relieved the Lessee of any liability.

Further, the Lessee shall provide the City with a certificate of insurance and an additional named insured endorsement reflecting the insurance coverage required by this section within ten (10) business days of the execution of this Lease, and within ten (10) days of receiving a written notice from the City for an increase in the coverage amounts.

20. Hold Harmless; Indemnification.

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

B. The Lessee further agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

For purposes of Paragraphs 20 A. and B., Lessee waives its immunity under Title 51 RCW, the Industrial Insurance Act, and agrees to protect, hold harmless, and indemnify the City for any claims asserted against it by employees or agents of Lessee. This waiver is specifically negotiated between the parties.

C. The indemnification provisions contained in this paragraph shall survive the termination or expiration of this Lease.

21. Nondiscrimination. The Lessee, for itself, its successors, and assigns as a part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW, as to the Premises.

22. Assignment.

A. Neither this Lease, nor any rights created by it, may be assigned, sublet, or transferred without written permission from the City. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Lease by the assignee.

B. Should the City sell, lease, transfer, or otherwise convey all or any part of the Premises that is subject to this Lease to any transferee other than the Lessee, such transfer shall be subject to this Lease.

23. Vacation of Leased Premises. Upon termination of this Lease, the Lessee shall cease its operations on and/or use of the Leased Premises. In the event the Lessee fails to vacate the Leased Premises on the date of termination, it shall be liable for any and all costs to the City arising from such failure.

Upon termination of this lease or any extension or renewal thereof, all machinery, apparatus, equipment or other thing installed by Lessee or its agents in or upon the leased premises shall become property of the City, provided, that upon written notice to the City thirty (30) days or more prior to termination of the lease advising of Lessee's intent to remove any such thing, and upon written approval obtained from City, Lessee shall have the right to remove from the leased premises all such things installed by it or its agents not paid for in whole or in part by City. Lessee hereby covenants that it shall restore and repair any damage to the leased premises caused by the removal of such machinery, apparatus and equipment.

24. Modifications. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to

enforce any covenant or provision herein contained, nor any waiver of any right hereunder by the City, unless in writing, shall discharge or invalidate such covenant or provisions or affect the right of either party to enforce the same in the event of any subsequent breach or default.

25. Interpretation. This Lease shall be construed in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have not effect on the construction or interpretation of any paragraph hereof.

26 Invalid Provisions. If any provision or condition of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

27. Totality of Agreement. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by the Lessee or the City, except to the extent that the same are expressed in this Lease. And it is further understood that this Lease shall not be valid and binding upon the City unless and until accepted and approved by the City Council.

28. Attorney Fees. The substantially prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs and expenses in connection with such action or proceeding from the other party.

29. Venue. The Lessee agrees that the venue of any action or suit concerning this Lease shall be in the King County Superior Court, and all actions or suits thereon shall be brought therein unless the parties mutually agree otherwise in writing.

30. Notices. Except as otherwise designated in this Lease, wherever in this Lease written notices are to be given or made, they will be delivered or sent by certified mail addressed to the parties at the address listed below unless a different address shall be previously designated in writing and delivered to the other party. Notice shall be deemed effective as of the delivery date. Lessee agrees to accept service of process or certified mail at the address provided for herein, provided such address is located in the State of Washington.

NORTHSHORE SENIOR CENTER
Marty Dennis, Executive Director
10201 East Riverside Drive
Bothell, WA 98011-3708
(425) 487-2441

THE CITY OF KENMORE
City Clerk
P.O. Box 82607
6700 N.E. 181st St.
Kenmore, WA 98028-0607
(425) 398-8900

DATED this 8th day of November, 2004.

NORTHSHORE SENIOR CENTER

By: Marty Dennis
Its DIRECTOR

CITY OF KENMORE

By
Its City Manager

SENIOR SERVICES AND CENTERS

By: Denise Klein
Its Executive Director

APPROVED AS TO FORM:

Michael Kenyon
City Attorney

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Purchase of Swamp Creek Conservation Property. **Department:** Environmental Services **Prepared by:** Richard Sawyer Environmental Services Director **Attachments:** Swamp Creek Property Site Map	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☐Adopt/Approve ☒Authorize ☐Other: **Authorize City Manager to execute Real Estate Purchase Sale Agreement (REPSA) 25-C3195 for Swamp Creek conservation property acquisition in an amount of $680,000 and associated closing costs.**

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
RS 11/24/2025	N/A	MM 11/24/25	TK 11/24/25	

Summary/Background:

The City is seeking authorization to purchase a property located on Swamp Creek to conserve as open space for the public. City Council identified conservation and restoration of critical area properties as a priority in the Surface Water Management Capital Improvement Program and current budget. This property will provide approximately 0.36-acres of riparian habitat, currently developed with a single-family home that experiences repeated flooding. Once acquired, the city would remove existing structures and return the site to its original habitat. The City, and King County, have acquired several properties in this wetland complex over the last 20-year period to restore the floodplain.

Future allowable open-space use of the property may include passive recreation activities such as trails and interpretive signage, however, other properties acquired along Swamp Creek in this area have remained untouched to date. Future restoration opportunities may include forest canopy expansion and improvements to wetland and stream habitat.

Previous Council Action(s):

The purchase of these properties is consistent with the adoption and implementation of the following Council approved plans/policies:

- City Comprehensive Plan
- Climate Action Plan
- Urban Forest Management Plan

- Surface Water Management Capital Improvement Program
- 2025-2026 Biennium Budget

Fiscal Consideration:

The value of the property was appraised at $680,000 by Integra Realty Resources in March 2025 and the negotiated sale price is $680,000. Additional acquisition costs, including closing, demolition, and site stabilization are estimated to be $65,000. King County Council approved a Conservation Futures grant award of $581,250. The remaining $163,750 will be paid by the Surface Water Management Fund.

Fiscal Summary:

Property Purchase	$680,000
Closing, demolition, site stabilization	$65,000
Total	$745,000
King County Conservation Futures Grant	$581,250
SWM Fund (City)	$163,750
Total	$745,000

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

Goal 5: Facility Plans and Improvements

City Council Priorities or Budget Objective Being Addressed:

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

Priority 9: Explore opportunities to expand Parks and Recreation.

December 8, 2025
City Council Meeting

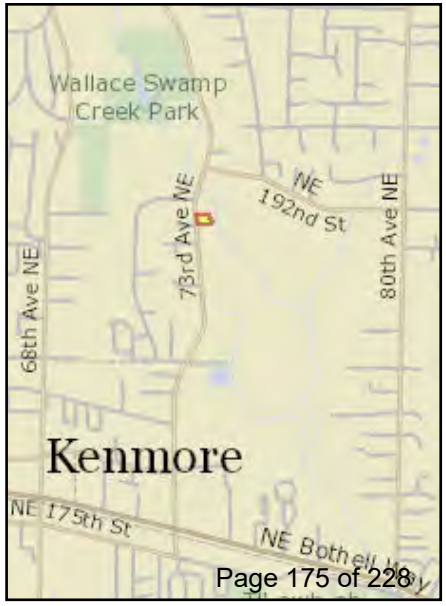
Project Location Map

19026 73RD AVE NE
Kenmore, WA 98028
PIN 0114-100698

Acquisition (red outline)

Approximately:
0.36 Acres

0 30 60 120 Feet N



City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Purchase of Sammamish River Conservation Properties. **Department:** Environmental Services **Prepared by:** Richard Sawyer Environmental Services Director **Attachments:** Sammamish River Properties Site Map	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☐Adopt/Approve ☒Authorize ☐Other: **Authorize City Manager to execute Real Estate Purchase Sale Agreement (REPSA) 25-C3196 for Sammamish River conservation property acquisitions in an amount of $6,800,000 and associated closing costs.**

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
RS 11/24/2025	N/A	MM 11/24/25	TK 11/24/25	

Summary/Background:

The City is seeking authorization to purchase five properties located along Sammamish River adjacent to ƛaǰʷadis Park to conserve as open space for the public. City Council identified conservation and restoration of critical area properties as a priority in the Surface Water Management Capital Improvement Program and current budget. These properties will provide over 12-acres of Sammamish River riparian habitat, which has been identified as Tier-1 priority Chinook Salmon habitat by Water Resource Inventory Area (WRIA) 8.

Future open-space use of the properties may include passive recreation activities such as trails and interpretive signage, similar to recent additions in ƛaǰʷadis Park. Future restoration opportunities may include forest canopy expansion and improvements to wetland and shoreline habitat.

Previous Council Action(s):

The purchase of these properties is consistent with the adoption and implementation of the following Council approved plans/policies:

- City Comprehensive Plan
- Climate Action Plan
- Urban Forest Management Plan
- Surface Water Management Capital Improvement Program
- 2025-2026 Biennium Budget

Fiscal Consideration:

The combined value of the properties was appraised at $7,800,000 by McKee Appraisal in March 2025 and the negotiated sale price is $6,800,000. Additional acquisition costs, including closing, demolition, and site stabilization are estimated to be $255,000. King County Council approved a Conservation Futures grant award of $5,906,250 and King County Parks awarded an additional $1,000,000 through their Open Space – River Corridor grant program. The remaining $148,750 will be paid by the Surface Water Management Fund.

Fiscal Summary:

Property Purchase	$6,800,000
Closing, demolition, site stabilization	$255,000
Total	$7,055,000

King County Conservation Futures Grant	$5,906,250
King County Parks Grant	$1,000,000
SWM Fund (City)	$148,750
Total	$7,055,000

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

Goal 5: Facility Plans and Improvements

City Council Priorities or Budget Objective Being Addressed:

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

Priority 9: Explore opportunities to expand Parks and Recreation.

December 8, 2025
City Council Meeting
2026 Funds

Project Location Map

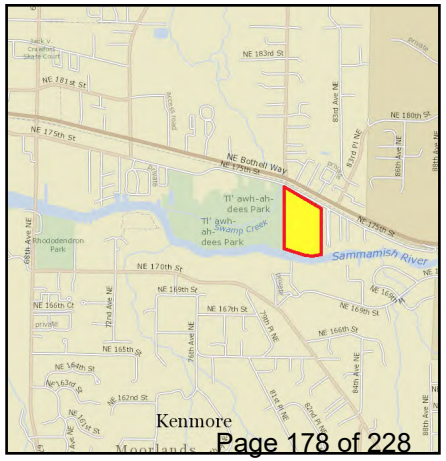
8005 - 8115 NE 175TH ST
Kenmore, WA 98028 PIN:
415670-0020

415670-0025
415670-0030
415670-0035
415670-0040

Acquisition (red outline)

Approximately:
12.4 Acres

0 75 150 300 Feet N



City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Agreement 25-C3197 providing stormwater system cleaning, vactor services and CCTV inspection. **Department:** Environmental Services **Prepared by:** Richard Sawyer Environmental Services Director **Attachments:** NA	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☐Adopt/Approve ☒Authorize ☐Other: **Authorize City Manager to execute Agreement 25-C3197 for stormwater system cleaning, vactor services and CCTV inspection in an amount of $250,000.**

Approvals:

Department Head	RS 11/24/2025	City Attorney	N/A	Finance Director	MM 11/24/25	City Manager	TK 11/24/25	Optional	

Summary/Background:

The City is responsible for inspection and maintenance of stormwater facilities, which include over 73 miles of stormwater pipe, 4,500 catch basins and numerous tanks, vaults, ponds and water quality structures. To maintain compliance with City maintenance standards, permit requirements, prevent flooding and protect water quality, the City must hire a contractor to clean and inspect stormwater facilities regularly.

The City has previously contracted with several vactor companies, including, Ventilation Power Services, Action Services Corporation, Olson Brothers Pro-Vac, Bravo Environmental, Inc., and Innovative Vacuum Services, Inc. for stormwater system cleaning, vactor services and pipe inspection. The City must periodically advertise an agreement to provide competitive and fair opportunities to all contractors and meet public works contracting requirements.

Previous Council Action(s):

NA

Fiscal Consideration:

The 2025-2026 Biennium Budget allocates $616,000 for drainage maintenance in the Surface Water Management (SWM)Fund.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | City's Equity Framework Toolkit

Goal 5: Facility Plans and Improvements

City Council Priorities or Budget Objective Being Addressed:

The City's top priority will always be fulfilling its core mission, which includes City governance, ensuring public safety, maintaining the City's infrastructure, complying with state and federal mandates, and safeguarding the City's finances.

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

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Public Hearing regarding Ordinance 25-0638 amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE **Department:** Community Development **Prepared by:** Debbie Bent, Assistant City Manager/Community Development Director **Attachments:** 1. Ordinance 25-0638	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☒Public Hearing ☒Adopt/Approve ☐Authorize ☐Other: Motion to adopt Ordinance 25-0638 to amend and extend interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE.

Approvals:

Department Head	DB 11/18/25	City Attorney	DR 11/18/25	Finance Director	N/A	City Manager	TK 11/20/25	Optional	

Summary/Background:

A Public Hearing is scheduled for 12/08/25 to receive public testimony on Ordinance 25-0638 (see Attachment #1) amending and extending interim regulations for an additional six-months through 6/8/26 to apply to certain parcels close to Swamp Creek. The interim regulations prohibit townhome development, and for properties that do not choose to develop under the Transit Oriented Development (TOD) provisions they must meet the base density of the underlying zone and include at least 25% of the total number of units as affordable units.

Developing zoning regulations for those parcels adjacent to Swamp Creek is a Community Development work program item for 2025. Staff presented information to the City Council at the 6/9/25 City Council meeting and 7/28/25 City Council meeting. In addition, staff are working on developing regulations to comply with Washington Department of Fish and Wildlife (WDFW) requirements for determining stream buffer widths with information presented to the City Council at the 11/24/25 City Council meeting. Staff will be developing regulations for the parcels adjacent to Swamp Creek in coordination with regulations to comply with WDFW requirements. It is anticipated that regulations will be brought forward for consideration in the first quarter of 2026.

Previous Council Action(s):

6/23/25 City Council Meeting: Ordinance 25-0629 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months 6/23/25 through 12/23/25. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

1/13/25 City Council Meeting: Ordinance 25-0625 was adopted 1/13/25 to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 7/13/25. City Council Special Meeting • City of Kenmore Agendas and Minutes • CivicClerk

7/15/24 City Council Meeting: Ordinance 24-0612 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 1/15/25. Link to City Council meeting agenda City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk

2/26/24 City Council Meeting: Ordinance 24-0606 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 8/26/24. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

9/11/23 City Council Meeting: Ordinance 23-0586 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 3/11/24. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

3/13/23 City Council Meeting: Ordinance 23-0575 was adopted to extend the interim regulations, reduce the Transit Oriented Development (TOD) District Overlay to certain properties identified in the ordinance, and adopt amended interim regulations to those identified parcels close to Swamp Creek pending completion of a Swamp Creek channel restoration assessment that will determine where channel restoration would provide the most ecological benefit. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

1/9/23 City Council Meeting: Ordinance 23-0569 adopted to renew and extend the interim regulations for an additional six-month period through 7/25/23. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

7/25/22 City Council Meeting: Ordinance 22-0555 adopted amending Ordinance 22-0543 to renew and extend the interim regulations for an additional six-month period through 1/25/23. Link to City Council meeting agenda City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk

2/14/22 City Council Meeting: Ordinance 22-0543 adopted Interim Regulations for a six-month period through 8/14/22. The purpose of interim regulations was to provide additional time for the Planning Commission to consider regulations for the Transit Oriented Development (TOD) District Overlay area. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

Fiscal Consideration:

Staff time to complete to develop zoning regulations for City Council consideration. City Attorney review of ordinance.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

Goal 2. Plans, Policies & Budgets Promote accountability to ensure our plans, policies and budgets incorporate our foundational and core values so that we equitably address the needs of our communities.

City Council Priorities or Budget Objective Being Addressed:

The City's top priority will always be fulfilling its core mission, which includes City governance, ensuring public safety, maintaining the City's infrastructure, complying with state and federal mandates, and safeguarding the City's finances.

CITY OF KENMORE
WASHINGTON

ORDINANCE NO. 25-0638

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING ORDINANCE 22-0543, AS AMENDED BY ORDINANCE 22-0555, ORDINANCE 23-0569, ORDINANCE 23-0575, ORDINANCE 23-0586, ORDINANCE 24-0606, ORDINANCE 24-0612, ORDINANCE 25-0625 AND ORDINANCE 25-0629 TO EXTEND AND RENEW FOR AN ADDITIONAL SIX-MONTH PERIOD THE CITY'S INTERIM REGULATIONS RELATING TO THE TRANSIT ORIENTED DEVELOPMENT (TOD) DISTRICT OVERLAY APPLICABLE TO CERTAIN REAL PROPERTIES IDENTIFIED BY THE FOLLOWING TAX PARCEL (TPN): TPN 086650-0000, TPN 670540-0000, TPN 182260-0000, TPN 011410-0841, TPN 011410-0843, TPN 011410-0850, TPN 011410-0855, TPN 011410-0860, TPN 011410-0865, TPN 011410-0885, TPN 011410-0870, TPN 011410-0881, TPN 011410-0889; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council adopted Ordinance 15-0406, which established the Transit Oriented Development (TOD) District Overlay, which is codified at Chapter 18.29 of the Kenmore Municipal Code (KMC); and

WHEREAS, the purpose of the TOD District Overlay is to reinforce the City's planned concentrations of pedestrian-oriented mixed-use development at intensities that support and are supported by multi-modal transportation options, including high-capacity transit; and

WHEREAS, the City has directed the Planning Commission to review the City's TOD District Overlay regulations as part of the State-mandated Comprehensive Plan update; and

WHEREAS, the City became aware of the potential of lower density projects within the TOD District Overlay area, which would interfere with the City's intended planning for the TOD District Overlay area; and

WHEREAS, on August 16, 2021, the City Council adopted public emergency Ordinance 21-0533 that established an effective date for a six-month moratorium to and through February 16, 2022 to give the Planning Commission sufficient time to hold a hearing, complete planning for the TOD District Overlay area, and provide recommendations to the City Council regarding the appropriate regulatory framework for the TOD District Overlay; and

WHEREAS, on September 27, 2021, following a public hearing held by the City Council on the six-month moratorium, the Council adopted Ordinance 21-0535 amending

Section 2 of Ordinance 21-0533 to allow an additional exemption for building permit applications for or the construction of transitional housing or permanent supportive housing or building permit application for or the construction of indoor emergency housing; and

WHEREAS, on February 14, 2022, following a public hearing held by the City Council on the moratorium and interim regulations, the Council repealed the moratorium (Ordinance 21-0533 and Ordinance 21-0535) and immediately adopted interim regulations (Ordinance 22-0543) allowing certain development applications at appropriate densities within the TOD District Overlay consistent with the City's long-range planning, prior to completion of the City's regulatory review process; and

WHEREAS, on July 25, 2022, following a public hearing, the City Council adopted Ordinance 22-0555 extending and renewing interim regulations adopted by Ordinance 22-0543 for a further six-month period through January 25, 2023 to provide additional time for the Planning Commission to hold a public hearing, complete planning for the TOD District Overlay area, provide recommendations to the City Council regarding the appropriate regulatory framework for the TOD District Overlay and for Council to consider the recommendation; and

WHEREAS, on October 18, 2022, the Planning Commission held a public hearing regarding a proposed regulatory framework for the TOD District Overlay; and

WHEREAS, on November 21, 2022, the Planning Commission presented recommendations to the City Council regarding a proposed regulatory framework for the TOD District Overlay; and

WHEREAS, on November 28, 2022, the City Council gave direction on the proposed regulatory framework for the TOD District Overlay and requested consideration of an ordinance at a future meeting; and

WHEREAS, on November 28, 2022 the City Council gave direction to "carve out" certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE from the proposed regulatory framework and thereby reduce the area applicable to the TOD District Overlay pending completion of a channel restoration assessment of Swamp Creek to determine where channel restoration would provide the most ecological benefit and options for new regulations for the "carve out" area to incentivize Swamp Creek channel restoration; and

WHEREAS, on January 9, 2023, following a public hearing the City Council adopted Ordinance 23-0569 extending and renewing interim regulations adopted by Ordinance 22-0543, as renewed by Ordinance 22-0555 for a further six-month period through July 25, 2023, to provide additional time for the City Council to consider adoption of an ordinance for the TOD regulatory framework; and

WHEREAS, on February 13, 2023, Council gave direction and confirmed which certain proposed new TOD amendments should or should not apply on applicable regulations for the reduced TOD "carve out" area; and

WHEREAS, on March 13, 2023, the City Council adopted Ordinance 23-0574 adopting municipal code and zoning map amendments related to a Transit-Oriented Development regulatory framework; and

WHEREAS, on March 13, 2023, the City Council held a public hearing on the proposed six-month extension and renewal of the City's interim regulations authorized and imposed by Ordinance 22-0543, as renewed, and extended by Ordinance Nos. 22-0555 and 23-0569; and

WHEREAS, on March 13, 2023, the City Council adopted Ordinance 23-0575 amending the interim regulations established by Ordinance 22-0543, and as codified at Section 18.29.020 and Figure 18.29.020.1 of the Kenmore Municipal Code, to reduce the area of the Transit Oriented Development (TOD) District Overlay to the following real properties, identified by Tax Parcel Number and address:

1. TPN 086650-0000, 17915 80th Ave NE, Kenmore, WA 98028
2. TPN 670540-0000, 17827 80th Ave NE, Kenmore, WA 98028
3. TPN 182260-0000, 17811 80th Ave NE, Kenmore, WA 98028
4. TPN 011410-0841, 17721 80th Ave NE, Kenmore, WA 98028
5. TPN 011410-0843, 17715 80th Ave NE, Kenmore, WA 98028
6. TPN 011410-0850, 17525 80th Ave NE, Kenmore, WA 98028
7. TPN 011410-0855, 7900 NE Bothell Way, Kenmore, WA 98028
8. TPN 011410-0860, 7850 NE Bothell Way, Kenmore, WA 98028
9. TPN 011410-0865, 7800 NE Bothell Way, Kenmore, WA 98028
10. TPN 011410-0885, 7750 NE Bothell Way, Kenmore, WA 98028
11. TPN 011410-0870, 7760 NE Bothell Way, Kenmore, WA 98028
12. TPN 011410-0881, 7638 NE Bothell Way, Kenmore, WA 98028
13. TPN 011410-0889, 7644 NE Bothell Way, Kenmore, WA 98028

(referenced together as the “Reduced TOD Area”)

WHEREAS, on September 11, 2023, the City Council held a public hearing on the proposed six-month extension and renewal of the City's interim regulations authorized and imposed by Ordinance 22-0543, as renewed, and extended by Ordinance Nos. 22-0555, 23-0569, and as amended and extended by Ordinance 23-0575; and

WHEREAS, on September 11, 2023, the City Council adopted Ordinance 23-0586 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 23-0575 for a further six months; and

WHEREAS, on February 26, 2024, the City Council adopted Ordinance 24-0606 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 23-0586, for a further six months; and

WHEREAS, on July 15, 2024 the City Council adopted Ordinance 24-0612 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 24-0606, for a further six months; and

WHEREAS, on September 16, 2024 the City Council held a discussion on the results of the channel restoration assessment of Swamp Creek including for the Reduced TOD Area; and

WHEREAS, on January 13, 2025 the City Council adopted Ordinance 25-0625 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 24-0612; and

WHEREAS, on June 23, 2025 the City Council adopted Ordinance 25-0629 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 25-0625; and

WHEREAS, on December 8, 2025, the City Council held a public hearing on this Ordinance and considered extending the interim regulations; and

WHEREAS, the City Council finds that additional time is necessary to consider and potentially adopt an ordinance and new regulations to incentivize Swamp Creek channel restoration including for the Reduced TOD Area; and

WHEREAS, the regulations of zoning and land use are valid exercises of the City's police powers under Art. XI, Sec. 11 of the Washington State Constitution, and such police powers grant the City the authority to adopt interim regulations; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City Council, as the governing body, to renew and extend interim regulations on development or land use for one or more six-month periods if a subsequent hearing is held and findings of fact are made prior to said extension and renewal; and

WHEREAS, the City Council has determined that it is in the best interest of the public, and is necessary for the protection of public health, safety, property, or peace, to extend and renew for an additional six-month period the interim regulations established in Ordinance 22-0543, as amended, extended, and renewed by Ordinance Nos. 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625 and 25-0629;

WHEREAS, in order for this Ordinance to become effective prior to the December 23, 2025 expiration of the existing interim regulations, the City Council needs to declare an emergency and authorize an immediate effective date for this Ordinance, and the City

acknowledges that state law requires a super-majority of the City Council to approve such an emergency declaration;

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

Section 1. Findings of Fact in Support of Renewal and Extension. The City Council adopts the recitals set forth above, and in Ordinance Nos. 22-0543, 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625 and 25-0629 which are incorporated herein by reference, as findings of fact in support of the extension and renewal of interim regulations.

Section 2. Six-Month Extension and Renewal of Interim Regulations. Section 4 of Ordinance 22-0543, as amended by Ordinance Nos. 22-0555, 23-0569, 23-0575 23-0586, 24-0606, 24-0612, 25-0625 and 25-0629 is further amended to read as follows:

> Section 4. Duration. The interim regulations established by Ordinance 22-0543, as renewed and extended by Ordinance Nos. 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625, and 25-0629 as amended by Section 3.D of Ordinance No. 23-0575, shall be extended and renewed for an additional period of six (6) months from the adoption date of this Ordinance, ~~June 23, 2025~~ December 8, 2025 (to and through ~~December 23, 2025~~ June 8, 2026), and shall automatically expire at the end of that day unless repealed, modified, or renewed and extended (after subsequent public hearing if renewed and extended), and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Transmittal of Ordinance. The City Manager is directed to transmit this ordinance to the Washington State Department of Commerce as required by law.

Section 4. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 5. 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 8th DAY OF DECEMBER 2025.

CITY OF KENMORE

_____
Mayor Nigel Herbig

ATTEST/AUTHENTICATED:

_____
Scott Passey, City Clerk

Approved as to form:

_____
Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 11/20/2025
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.: 25-0638
DATE OF PUBLICATION:
EFFECTIVE DATE:

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Public Hearing regarding Ordinance 25-0638 amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE **Department:** Community Development **Prepared by:** Debbie Bent, Assistant City Manager/Community Development Director **Attachments:** 1. Ordinance 25-0638	☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☒Public Hearing ☒Adopt/Approve ☐Authorize ☐Other: Motion to adopt Ordinance 25-0638 to amend and extend interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE.

Approvals:

Department Head	DB 11/18/25	City Attorney	DR 11/18/25	Finance Director	N/A	City Manager	TK 11/20/25	Optional	

Summary/Background:

A Public Hearing is scheduled for 12/08/25 to receive public testimony on Ordinance 25-0638 (see Attachment #1) amending and extending interim regulations for an additional six-months through 6/8/26 to apply to certain parcels close to Swamp Creek. The interim regulations prohibit townhome development, and for properties that do not choose to develop under the Transit Oriented Development (TOD) provisions they must meet the base density of the underlying zone and include at least 25% of the total number of units as affordable units.

Developing zoning regulations for those parcels adjacent to Swamp Creek is a Community Development work program item for 2025. Staff presented information to the City Council at the 6/9/25 City Council meeting and 7/28/25 City Council meeting. In addition, staff are working on developing regulations to comply with Washington Department of Fish and Wildlife (WDFW) requirements for determining stream buffer widths with information presented to the City Council at the 11/24/25 City Council meeting. Staff will be developing regulations for the parcels adjacent to Swamp Creek in coordination with regulations to comply with WDFW requirements. It is anticipated that regulations will be brought forward for consideration in the first quarter of 2026.

Previous Council Action(s):

6/23/25 City Council Meeting: Ordinance 25-0629 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months 6/23/25 through 12/23/25. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

1/13/25 City Council Meeting: Ordinance 25-0625 was adopted 1/13/25 to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 7/13/25. City Council Special Meeting • City of Kenmore Agendas and Minutes • CivicClerk

7/15/24 City Council Meeting: Ordinance 24-0612 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 1/15/25. Link to City Council meeting agenda City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk

2/26/24 City Council Meeting: Ordinance 24-0606 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 8/26/24. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

9/11/23 City Council Meeting: Ordinance 23-0586 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 3/11/24. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

3/13/23 City Council Meeting: Ordinance 23-0575 was adopted to extend the interim regulations, reduce the Transit Oriented Development (TOD) District Overlay to certain properties identified in the ordinance, and adopt amended interim regulations to those identified parcels close to Swamp Creek pending completion of a Swamp Creek channel restoration assessment that will determine where channel restoration would provide the most ecological benefit. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

1/9/23 City Council Meeting: Ordinance 23-0569 adopted to renew and extend the interim regulations for an additional six-month period through 7/25/23. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

7/25/22 City Council Meeting: Ordinance 22-0555 adopted amending Ordinance 22-0543 to renew and extend the interim regulations for an additional six-month period through 1/25/23. Link to City Council meeting agenda City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk

2/14/22 City Council Meeting: Ordinance 22-0543 adopted Interim Regulations for a six-month period through 8/14/22. The purpose of interim regulations was to provide additional time for the Planning Commission to consider regulations for the Transit Oriented Development (TOD) District Overlay area. Link to City Council meeting agenda City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk

Fiscal Consideration:

Staff time to complete to develop zoning regulations for City Council consideration. City Attorney review of ordinance.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

Goal 2. Plans, Policies & Budgets Promote accountability to ensure our plans, policies and budgets incorporate our foundational and core values so that we equitably address the needs of our communities.

City Council Priorities or Budget Objective Being Addressed:

The City's top priority will always be fulfilling its core mission, which includes City governance, ensuring public safety, maintaining the City's infrastructure, complying with state and federal mandates, and safeguarding the City's finances.

CITY OF KENMORE
WASHINGTON

ORDINANCE NO. 25-0638

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING ORDINANCE 22-0543, AS AMENDED BY ORDINANCE 22-0555, ORDINANCE 23-0569, ORDINANCE 23-0575, ORDINANCE 23-0586, ORDINANCE 24-0606, ORDINANCE 24-0612, ORDINANCE 25-0625 AND ORDINANCE 25-0629 TO EXTEND AND RENEW FOR AN ADDITIONAL SIX-MONTH PERIOD THE CITY'S INTERIM REGULATIONS RELATING TO THE TRANSIT ORIENTED DEVELOPMENT (TOD) DISTRICT OVERLAY APPLICABLE TO CERTAIN REAL PROPERTIES IDENTIFIED BY THE FOLLOWING TAX PARCEL (TPN): TPN 086650-0000, TPN 670540-0000, TPN 182260-0000, TPN 011410-0841, TPN 011410-0843, TPN 011410-0850, TPN 011410-0855, TPN 011410-0860, TPN 011410-0865, TPN 011410-0885, TPN 011410-0870, TPN 011410-0881, TPN 011410-0889; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council adopted Ordinance 15-0406, which established the Transit Oriented Development (TOD) District Overlay, which is codified at Chapter 18.29 of the Kenmore Municipal Code (KMC); and

WHEREAS, the purpose of the TOD District Overlay is to reinforce the City's planned concentrations of pedestrian-oriented mixed-use development at intensities that support and are supported by multi-modal transportation options, including high-capacity transit; and

WHEREAS, the City has directed the Planning Commission to review the City's TOD District Overlay regulations as part of the State-mandated Comprehensive Plan update; and

WHEREAS, the City became aware of the potential of lower density projects within the TOD District Overlay area, which would interfere with the City's intended planning for the TOD District Overlay area; and

WHEREAS, on August 16, 2021, the City Council adopted public emergency Ordinance 21-0533 that established an effective date for a six-month moratorium to and through February 16, 2022 to give the Planning Commission sufficient time to hold a hearing, complete planning for the TOD District Overlay area, and provide recommendations to the City Council regarding the appropriate regulatory framework for the TOD District Overlay; and

WHEREAS, on September 27, 2021, following a public hearing held by the City Council on the six-month moratorium, the Council adopted Ordinance 21-0535 amending

Section 2 of Ordinance 21-0533 to allow an additional exemption for building permit applications for or the construction of transitional housing or permanent supportive housing or building permit application for or the construction of indoor emergency housing; and

WHEREAS, on February 14, 2022, following a public hearing held by the City Council on the moratorium and interim regulations, the Council repealed the moratorium (Ordinance 21-0533 and Ordinance 21-0535) and immediately adopted interim regulations (Ordinance 22-0543) allowing certain development applications at appropriate densities within the TOD District Overlay consistent with the City's long-range planning, prior to completion of the City's regulatory review process; and

WHEREAS, on July 25, 2022, following a public hearing, the City Council adopted Ordinance 22-0555 extending and renewing interim regulations adopted by Ordinance 22-0543 for a further six-month period through January 25, 2023 to provide additional time for the Planning Commission to hold a public hearing, complete planning for the TOD District Overlay area, provide recommendations to the City Council regarding the appropriate regulatory framework for the TOD District Overlay and for Council to consider the recommendation; and

WHEREAS, on October 18, 2022, the Planning Commission held a public hearing regarding a proposed regulatory framework for the TOD District Overlay; and

WHEREAS, on November 21, 2022, the Planning Commission presented recommendations to the City Council regarding a proposed regulatory framework for the TOD District Overlay; and

WHEREAS, on November 28, 2022, the City Council gave direction on the proposed regulatory framework for the TOD District Overlay and requested consideration of an ordinance at a future meeting; and

WHEREAS, on November 28, 2022 the City Council gave direction to "carve out" certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE from the proposed regulatory framework and thereby reduce the area applicable to the TOD District Overlay pending completion of a channel restoration assessment of Swamp Creek to determine where channel restoration would provide the most ecological benefit and options for new regulations for the "carve out" area to incentivize Swamp Creek channel restoration; and

WHEREAS, on January 9, 2023, following a public hearing the City Council adopted Ordinance 23-0569 extending and renewing interim regulations adopted by Ordinance 22-0543, as renewed by Ordinance 22-0555 for a further six-month period through July 25, 2023, to provide additional time for the City Council to consider adoption of an ordinance for the TOD regulatory framework; and

WHEREAS, on February 13, 2023, Council gave direction and confirmed which certain proposed new TOD amendments should or should not apply on applicable regulations for the reduced TOD "carve out" area; and

WHEREAS, on March 13, 2023, the City Council adopted Ordinance 23-0574 adopting municipal code and zoning map amendments related to a Transit-Oriented Development regulatory framework; and

WHEREAS, on March 13, 2023, the City Council held a public hearing on the proposed six-month extension and renewal of the City's interim regulations authorized and imposed by Ordinance 22-0543, as renewed, and extended by Ordinance Nos. 22-0555 and 23-0569; and

WHEREAS, on March 13, 2023, the City Council adopted Ordinance 23-0575 amending the interim regulations established by Ordinance 22-0543, and as codified at Section 18.29.020 and Figure 18.29.020.1 of the Kenmore Municipal Code, to reduce the area of the Transit Oriented Development (TOD) District Overlay to the following real properties, identified by Tax Parcel Number and address:

1. TPN 086650-0000, 17915 80th Ave NE, Kenmore, WA 98028
2. TPN 670540-0000, 17827 80th Ave NE, Kenmore, WA 98028
3. TPN 182260-0000, 17811 80th Ave NE, Kenmore, WA 98028
4. TPN 011410-0841, 17721 80th Ave NE, Kenmore, WA 98028
5. TPN 011410-0843, 17715 80th Ave NE, Kenmore, WA 98028
6. TPN 011410-0850, 17525 80th Ave NE, Kenmore, WA 98028
7. TPN 011410-0855, 7900 NE Bothell Way, Kenmore, WA 98028
8. TPN 011410-0860, 7850 NE Bothell Way, Kenmore, WA 98028
9. TPN 011410-0865, 7800 NE Bothell Way, Kenmore, WA 98028
10. TPN 011410-0885, 7750 NE Bothell Way, Kenmore, WA 98028
11. TPN 011410-0870, 7760 NE Bothell Way, Kenmore, WA 98028
12. TPN 011410-0881, 7638 NE Bothell Way, Kenmore, WA 98028
13. TPN 011410-0889, 7644 NE Bothell Way, Kenmore, WA 98028

(referenced together as the “Reduced TOD Area”)

WHEREAS, on September 11, 2023, the City Council held a public hearing on the proposed six-month extension and renewal of the City's interim regulations authorized and imposed by Ordinance 22-0543, as renewed, and extended by Ordinance Nos. 22-0555, 23-0569, and as amended and extended by Ordinance 23-0575; and

WHEREAS, on September 11, 2023, the City Council adopted Ordinance 23-0586 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 23-0575 for a further six months; and

WHEREAS, on February 26, 2024, the City Council adopted Ordinance 24-0606 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 23-0586, for a further six months; and

WHEREAS, on July 15, 2024 the City Council adopted Ordinance 24-0612 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 24-0606, for a further six months; and

WHEREAS, on September 16, 2024 the City Council held a discussion on the results of the channel restoration assessment of Swamp Creek including for the Reduced TOD Area; and

WHEREAS, on January 13, 2025 the City Council adopted Ordinance 25-0625 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 24-0612; and

WHEREAS, on June 23, 2025 the City Council adopted Ordinance 25-0629 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 25-0625; and

WHEREAS, on December 8, 2025, the City Council held a public hearing on this Ordinance and considered extending the interim regulations; and

WHEREAS, the City Council finds that additional time is necessary to consider and potentially adopt an ordinance and new regulations to incentivize Swamp Creek channel restoration including for the Reduced TOD Area; and

WHEREAS, the regulations of zoning and land use are valid exercises of the City's police powers under Art. XI, Sec. 11 of the Washington State Constitution, and such police powers grant the City the authority to adopt interim regulations; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City Council, as the governing body, to renew and extend interim regulations on development or land use for one or more six-month periods if a subsequent hearing is held and findings of fact are made prior to said extension and renewal; and

WHEREAS, the City Council has determined that it is in the best interest of the public, and is necessary for the protection of public health, safety, property, or peace, to extend and renew for an additional six-month period the interim regulations established in Ordinance 22-0543, as amended, extended, and renewed by Ordinance Nos. 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625 and 25-0629;

WHEREAS, in order for this Ordinance to become effective prior to the December 23, 2025 expiration of the existing interim regulations, the City Council needs to declare an emergency and authorize an immediate effective date for this Ordinance, and the City

acknowledges that state law requires a super-majority of the City Council to approve such an emergency declaration;

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

Section 1. Findings of Fact in Support of Renewal and Extension. The City Council adopts the recitals set forth above, and in Ordinance Nos. 22-0543, 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625 and 25-0629 which are incorporated herein by reference, as findings of fact in support of the extension and renewal of interim regulations.

Section 2. Six-Month Extension and Renewal of Interim Regulations. Section 4 of Ordinance 22-0543, as amended by Ordinance Nos. 22-0555, 23-0569, 23-0575 23-0586, 24-0606, 24-0612, 25-0625 and 25-0629 is further amended to read as follows:

> Section 4. Duration. The interim regulations established by Ordinance 22-0543, as renewed and extended by Ordinance Nos. 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625, and 25-0629 as amended by Section 3.D of Ordinance No. 23-0575, shall be extended and renewed for an additional period of six (6) months from the adoption date of this Ordinance, ~~June 23, 2025~~ December 8, 2025 (to and through ~~December 23, 2025~~ June 8, 2026), and shall automatically expire at the end of that day unless repealed, modified, or renewed and extended (after subsequent public hearing if renewed and extended), and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Transmittal of Ordinance. The City Manager is directed to transmit this ordinance to the Washington State Department of Commerce as required by law.

Section 4. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 5. 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 8th DAY OF DECEMBER 2025.

CITY OF KENMORE

_____
Mayor Nigel Herbig

ATTEST/AUTHENTICATED:

_____
Scott Passey, City Clerk

Approved as to form:

_____
Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 11/20/2025
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.: 25-0638
DATE OF PUBLICATION:
EFFECTIVE DATE:

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
King County Sheriff's Office Policies and Procedures Relating to Immigration Enforcement **Department:** City Manager's Office **Prepared by:** Stephanie Lucash Deputy City Manager **Attachments:** 1) Kenmore Police Department Memo 2) Resolution #25-439	☐Information Only ☐Receive and File ☒Discuss ☐Provide Direction ☐Public Hearing ☒Adopt/Approve ☐Authorize ☐Other: Motion to adopt Resolution #25-439 affirming the Kenmore City Council's commitment to welcoming and supporting immigrants, refugees and all Kenmore residents.

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
SLL, 11/14/25	DR, 11/14/25	n/a	TK 11/21/2025	BM, 11/14/25

Summary/Background:

The City of Kenmore contracts for police services with the King County Sheriff's Office (KCSO). Actions by Immigration and Custom Enforcement (ICE) across the country and in Washington State have led to questions about KCSO's policies and procedures as they relate to immigration enforcement. This work was done in response to a Council referral related to these questions. Attachment 1 is a memo that summarizes KCSO policies and procedures. In summary, Kenmore Police (and KCSO) will not respond to assist ICE for immigration-related matters. Similarly, Kenmore Police will not arrest people for civil (or administrative) warrants related to immigration alone.

Attachment 2 is Resolution #25-439 that affirms the Kenmore City Council's commitment to welcoming and supporting immigrants, refugees and all Kenmore residents.

Previous Council Action(s):

The Kenmore City Council adopted a similar Resolution No. 25-437, on November 17, 2025. Resolution #25-439 for consideration here is more detailed than Resolution #25-437 and is in alignment with an adopted King County Council resolution that guides the KCSO's responses. The Kenmore City Council can choose to adopt both resolutions or just the earlier resolution.

Fiscal Consideration:

n/a

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | City's Equity Framework Toolkit

This item supports the following objective in the City's DEIA Strategic Plan:

Objective 6.1 Advance the police department's progress in equitably serving and responding to the community.

City Council Priorities or Budget Objective Being Addressed:

The City's public safety work is part of its core mission. In addition, this work supports Council Priority 8: Continue to implement the Diversity, Equity, Inclusion and Accessibility (DEIA) Strategic Plan, including social justice reform.

Kenmore Police Department
Memorandum

DATE: October 20, 2025

TO: Deputy City Manager Stephanie Lucash

FROM: Chief Brandon Moen

SUBJECT: Immigration Enforcement Policies

As requested, this memorandum is intended to provide a summary of the King County Sheriff's Office (KCSO) policies and procedures as they relate to immigration enforcement, and by extension, the policies of the Kenmore Police Department.

KCSO considers the enforcement of immigration laws to be civil in nature, and not within the purview of local law enforcement. KCSO's policies have become increasingly restrictive in this area over the years, with its current policies summarized below.

Department Policy

The General Orders Manual (GOM) of KCSO memorializes policies set forth by the Sheriff's Office. GOM 5.05.000 (*Handling Immigration Matters*) provides policies related to immigration enforcement. The policy notes:

"***Local and state agencies do not have the authority to investigate, detain, or arrest persons suspected of violating immigration laws. The immigration or citizenship status of an individual or their presence in, entry or reentry to, or employment in the United States alone is not subject to enforcement by KCSO personnel. Members of KCSO shall not engage or assist with civil immigration enforcement."***

More specifically, the policy states that KCSO employees shall **not**:

- Spend time, money, or resources to facilitate the civil enforcement of immigration law, unless required by law
- Engage or assist in civil immigration enforcement operations
- Use civil immigration warrants, hold requests, or immigration detainers as the basis to arrest, detain, or otherwise hold any person in custody. Such documents do not establish probable cause to believe the subject of the request has committed a crime
- Carry out a civil arrest, detain a person after the release date set by a court, or refuse to accept a bond based on an administrative warrant separately or in combination with federal immigration detainer request

- Allow access to KCSO facilities, property or databases unless required by law
- Release personal information to federal immigration authorities for civil immigration enforcement without a warrant, signed by a judge, or legal requirement
- Grant federal immigration authorities access to individuals in KCSO custody for the sole purpose of investigating civil immigration violations
- Initiate any inquiry or enforcement action based solely on a person's:
    - Civil immigration status;
    - Race;
    - Inability to speak English;
    - Inability to understand Sheriff's office personnel; or
    - Hit on the NCIC database.
- Use stops for minor offenses or requests for voluntary information as an excuse for discovering a person's immigration status.
- Arrest, detain, take into custody, or otherwise hold any person solely to determine their citizenship or immigration status unless the information is directly connected to the King County Sheriff's Office's investigation into a violation of state or local criminal law.

Furthermore, GOM 5.05.000 specifically prohibits KCSO employees from requesting documents related to someone's civil immigration status (i.e., passport, green card, work permit, etc.).

In a video released by KCSO earlier this year, Sheriff Patti Cole-Tindall stated:

"As law enforcement officers, we will continue to enforce our criminal codes and hold anyone accountable that jeopardizes health, welfare, or public safety. If it is determined that someone has committed a violent crime, we will work with our law enforcement partners for investigations that are criminal in nature, and not for civil immigration matters. It is important that everyone feels safe and empowered to contact law enforcement in times of need."

Summary

In practice, this policy means that Kenmore Police (and KCSO) will not respond to assist Immigration and Custom Enforcement (ICE) for immigration-related matters. Similarly, Kenmore Police will not arrest people for civil (or administrative) warrants related to immigration alone.

CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 25-439

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, AFFIRMING THE KENMORE CITY COUNCIL'S COMMITMENT TO WELCOMING AND SUPPORTING IMMIGRANTS, REFUGEES AND ALL KENMORE RESIDENTS.

WHEREAS, according to the 2023 American Community Survey conducted by the United States Census Bureau, King County is home to approximately five hundred eighty-six thousand foreign-born residents from every corner of the world totaling over a quarter of the county's populations; and

WHEREAS, the City Council acknowledges that immigrants and refugees enhance regional and local cultural richness and economic vitality with, according to a 2020 report from Keep Washington Working workgroup, immigrant-owned businesses in Washington state generating over $2.3 billion in annual revenue and creating thousands of jobs, and immigrant households across the state paying an estimated $9.7 billion in federal taxes and $3.9 in state taxes; and

WHEREAS, the City of Kenmore has a rich and diverse community with residents and visitors from all over the world; and

WHEREAS, the City Council adopted Safe and Welcoming resolutions in 2017 and 2025, and is committed to supporting its Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, adopted in 2023; and

WHEREAS, many immigrant residents in Kenmore may be fearful for their lives due to federal anti-immigration laws and are especially vulnerable to discrimination, hate crimes, racial profiling, and deportation; and

WHEREAS, the City Council desires to declare its commitment to welcoming and supporting immigrants, refugees and all Kenmore residents and supporting the fair and equal access to services, opportunities, and justice irrespective of origin or immigrant or refugee status.

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

Section 1. The City Council hereby declares and affirms as follows:

A. The Council remains committed to welcoming and actively supporting immigrants and refugees from all nationalities, religions, ethnicities, gender

identities, sexual orientations, races, and backgrounds, regardless of political preference, with adopted DEIA policies that foster inclusion, meaningful participation, and economic opportunity for all.

B. In alignment with the Keep Washington Working Act, it is the intent of the Council to ensure that no city department, employee, agent, contractor, or third-party, may use city funds, facilities, property, equipment, technology, systems, databases, or personnel to enforce civil immigration operations, investigate, data-share, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs that target Kenmore residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin unless required by law.

C. The Council values and supports immigrants and refugees in Kenmore and respectfully requests the city manager to continue to do the following:

1. Post signage, or otherwise clearly designate areas in all city facilities that are not open to the public and refer warrantless attempts or requests for access to city facilities, property, equipment or nonpublic databases, or nonpublic portions of otherwise public databases, to the department director; and

2. Create and regularly update a city webpage with links to regional and state resources related to immigration issues for residents, including information on civil liberties and constitutional rights, to increase access to timely information and diminish disinformation. Resources should be vetted for accuracy and currency and translation available in multiple languages when needed.

D. The Council supports the Shoreline District Court, and prosecuting attorney's efforts to fully comply with the Courts Open to All Act and other relevant state laws, policies and practices that endeavor to prevent or mitigate immigration consequences for immigrants and refugees at all stages of the criminal legal process.

E. The Council supports free, fair and open state, regional and local elections and encourages best practices to keep our voting systems accessible to voting-eligible residents from immigrant backgrounds and multi-lingual voters.

G. The Council commits to identifying educational resources that support immigrants and refugees, such as "know your rights" guidelines from the Washington State Attorney General's Office.

H. The Council reaffirms its commitment to ensuring that the city complies with the Keep Washington Working Act and the Courts Open to All Act. The Council supports the efforts of elected officials and staff in local jurisdictions within the county and throughout Washington state in complying with the state laws.

I. The Council denounces President Trump's deployment of federalized National Guard and federal troops into cities, such as Los Angeles, Chicago, Memphis, Washington D.C., and Portland, which the Council believes is contrary to and violates federal law and the United States Constitution. The Council respectfully requests the Washington state Congressional delegation take steps to exercise oversight of the deployment of federalized troops, rescind the deployment order, and withdraw military troops from our communities.

PASSED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE ___ DAY OF _____ 2025.

CITY OF KENMORE

_____

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

_____

Scott Passey, City Clerk

APPROVED AS TO FORM:

_____

Dawn Reitan, City Attorney

City Council Agenda Bill
City of Kenmore, WA

Meeting Date: 12/8/2025

Subject/Topic:	**Proposed Council Action/Motion:**
Staff Report: Regional Community Center/Aquatic Center Update **Department:** Community Development **Prepared by:** Debbie Bent, Assistant City Manager/Community Development Director **Attachments:** 1. Presentation of Community Center/Aquatic Center Options, excerpted from the September 2025 NPRSA Board Meeting agenda packet	☒Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☐Adopt/Approve ☐Authorize ☐Other:

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
DB 11/20/25	N/A	N/A	TK 11/24/25	

Summary/Background:

Brief update on the status of the Northshore Parks and Recreation Service Area (NPRSA) regional community center/aquatic center feasibility study and other regional aquatic studies. The City Council direction at the 1/9/24 City Council Meeting was to focus on partnerships and opportunities for a community/aquatic center within the boundary area of the Northshore School District. The City Council last received a briefing on the NPRSA regional community center/aquatic center project on 10/14/24.

1. **Northshore Parks and Recreation Service Area (NPRSA) Regional Community Center/Aquatic Center Project:** NPRSA is a special tax district with the same boundaries as the Northshore School District, across the cities of Bothell, Kenmore, and Woodinville, and portions of King and Snohomish counties. Councilmember Srebnik represents the City of Kenmore on the NPRSA Board. Councilmember Loutsis is an alternate NPRSA board member.

   Feasibility Study: The NPRSA community center feasibility study is funded by two King County grants ($350,000 and $750,000). At the November 2025 NPRSA Board meeting, it was noted that an additional $300,000 was just approved for community center design in the King County biennial budget. In early 2024 the NPRSA Board hired ARC Architects to conduct a Needs Assessment and Feasibility Study for a Youth Community Center. The final report is anticipated to be presented to the NPRSA Board February 2026 including results from community surveys, site feasibility, site layouts and cost.

   NPRSA Survey Results: Link to NPRSA website and the June 2024 community survey analysis results Youth Center Study — Northshore Parks and Recreation Service Area. Results showed demand and support for an aquatic center with youth as the most preferred age group to benefit

from a community center. The survey results also noted the survey sample skewed towards white residents, people who speak English at home and mid age group and noted future surveys should do more outreach to underrepresented groups. A second community survey will be issued the last week of November with results presented to the NPRSA Board in January 2026.

Site Selection/Acquisition: Site criteria included a two acre minimum lot size. In October 2024 the NPRSA Board voted unanimously to proceed with the Woodinville site as the preferred site. Link to NPRSA Board Agendas Northshore Parks and Recreation Service Area Board Meetings — Northshore Parks and Recreation Service Area.

Link to City of Woodinville website, Northshore Community & Aquatic Center | Woodinville. In June 2024, the Woodinville City Council authorized the acquisition of three parcels (6.5 acres). However, only two parcels are being pursued for acquisition due to litigation. The proposed property site consists of two separate parcels (approximate size 3.5 acres) located in downtown Woodinville. The NPRSA Board was notified about the change in parcel size at the September 2025 Board meeting. The site borders the Eastrail corridor and is located 0.3 miles from the SR 522/202 interchange and 0.1 mile from the nearest bus stop. The City of Woodinville has allocated $6 million in local funds to support site acquisition and is applying for grant funding from the King County Parks Levy and pursuing federal grant opportunities to supplement local funding. Site acquisition is estimated to be completed by year end 2025.

July 2025 Phase One Environmental Testing was completed. Phase Two Environmental Testing underway.

Community Center/Aquatic Center Options: In September 2025 the NPRSA Board passed a motion to consider the following three options for the 3.5 Acre Woodinville site: 1. "Got a pool" is a one story (single pool), 2. "got a pool +" is two story, two pools and, 3. the "got a pool – bridge" option which is two stories, two pools and a view of the wetlands. Link to the September 2025 NPRSA Board Meeting September Board Meeting — Northshore Parks and Recreation Service Area. Attachment #1 is an excerpt of the presentation to the NPRSA Board.

Next Steps: In September 2025 the NPRSA Board passed a motion to consider the three community center building options for the Woodinville site and to continue a Phase II community survey and public outreach.

- Community/Aquatic Center Strategy: Discussion November 2025 NPRSA Board Meeting
- Survey #2 Development: Results shared at January NPRSA Board Meeting.
- Preferred Concept Selection: Selected at the January 2026 NPRSA Board Meeting.
- Refine Program and Plan: Through mid-February 2026.
- Cost Estimate: Presented at the March 2026 NPRSA Board Meeting.
- Operational Analysis: Presented at the March 2026 NPRSA Board Meeting.

The NPRSA will consider a future levy to fund the construction and ongoing operation of the Community Center/Aquatic Center. The NPRSA Board will be hiring a consultant to assist with a levy measure. The estimate for completing a conceptual design is between $700,000 to $2 million. The NPRSA Timing of the levy is yet to be determined but could potentially be a 2026 ballot measure.

2. **City of Shoreline Pool Facility Exploration Project:** In March 2024, the Shoreline City Council directed staff to explore the possibility of a 2026 ballot measure to build, run, and maintain a

new public indoor pool facility. The facility would be approximately 48,000 square feet. The draft concept plan includes an 8-lane lap pool with diving area, a leisure pool with a lazy river, a wellness area, and more. The pool would be located north of City Hall on City-owned property at 17828 Midvale Ave N. In 2019 a bond measure for a 75,000 square foot pool failed to reach the 60% yes votes to pass. Link to the City of Shoreline webpages: Shoreline Pool Facility Exploration Project | City of Shoreline. Shoreline Pool Facility Exploration Project | Engage Shoreline

3. **City of Mountlake Terrace Partnering Workshop: In** May 2025 the City Manager of Mountlake Terrace sent a letter to the City Managers of the Cities of Kenmore, Lake Forest Park, Brier, Shoreline, Edmonds inviting to a meeting to discuss aquatics and indoor recreation partnership ideas in the South Snohomish/ North King County region. The first meeting was held in June 2025. Kenmore staff could not attend but staff did provide background information on the City of Kenmore's feasibility study and the NPRSA study.

Previous Council Action(s):

- **10/14/24 City Council Meeting – Status Update on the Northshore Park and Recreation Service Area (NPRSA) Community Center/Aquatic Center Site Selection Process.** Results of the NPRSA community survey were presented and an update on the feasibility study conducted by ARC Architects. Link to 10/14/24 City Council Meeting Agenda City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk

- **7/22/24 City Council Meeting – Staff Report on NPRSA Work Plan.** Including an update on the needs assessment and site search process for adding a youth community center and potential aquatic center. Link to 7/22/24 City Council meeting agenda City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk

- **1/9/24 City Council Meeting – Presenting the Results of the Aquatic Center Feasibility Study.** NAC (consultant) presented the results of the feasibility study for possible locations (Kenmore, Lake Forest Park, Shoreline, Kirkland), costs and funding mechanisms. Sites with the most potential were the Secure Storage site in Shoreline (17828 Midvale Ave N) and the North Kirkland Community Center (12421 103rd Ave NE). City Council direction was to focus on partnerships and opportunities within the Northshore School District boundary. Link to City Council Meeting Agenda **City Council Special Meeting • City of Kenmore Agendas and Minutes • CivicClerk**

- **6/30/23-7/1/23 City Council Retreat - Status of Aquatic Center Feasibility Study.** Memo providing a brief update. Link to City Council Meeting Agenda: City Council Council Retreat • City of Kenmore Agendas and Minutes • CivicClerk

- **5/22/23 City Council Meeting _ Authorize the City Manager to execute Contract No. 23-C2898 with NAC consultants for $200,000 for the aquatic center feasibility study.** In late 2021 the City of Kenmore entered two partnerships, one with Kirkland and the other with Shoreline and Lake Forest Park, seeking grants from King County for an aquatic center feasibility Study. In October 2022, both grants were awarded for a total of $200,000. NAC were selected following a Request for Qualification (RFQ) process. Link to City Council Meeting Agenda: City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk

- **1/8/21-1/9/21 City Council Retreat - Pool Update and King County Grant for Pool Feasibility**: Memo providing background. Link to City Council Agenda: City Council Council Retreat • City of Kenmore Agendas and Minutes • CivicClerk

- **1/5/18-1/6/18 City Council Retreat – Pool Background**: Link to pool memo City Council Council Retreat • City of Kenmore Agendas and Minutes • CivicClerk

Fiscal Consideration:

Potential future NPRSA ballot measure for funding the construction and maintenance of a regional community center/aquatic facility.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

DEIA Strategic Plan | **City's Equity Framework Toolkit**

Goal 5. Facility Plans & Improvements: Develop facility and system improvements responsive to the values and priorities of residents and stakeholders and achieve pro-equity outcomes.

City Council Priorities or Budget Objective Being Addressed:

Priority #9 Explore opportunities to expand Parks and Recreation.

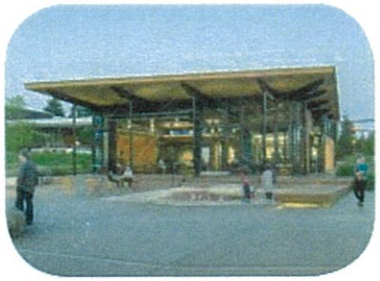
Youth/Aquatic Center Updates & Building Options

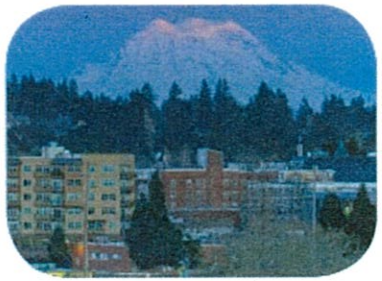
BOARD ACTION: Consideration of three community/ aquatics center options to continue Phase II survey and public outreach of our needs assessment and feasibility study.

As part of the ongoing Needs Assessment and Feasibility study for a Youth Community Center/ Aquatics Center:

- The City of Woodinville will update the NPRSA on a change in scope regarding the site size.
- ARC will present building options for the Board to consider moving forward to be included in Survey 2.

Northshore
PARKS AND RECREATION SERVICE AREA





arc
architecture resource collaborative

NPRSA YOUTH COMMUNITY CENTER STUDY

meeting agenda

- Program refinement recap
- Site selection recap
- Environmental assessments
- Test fits on 2 parcels
- Got a Pool program test fits
- Next steps

program refinement - recap

"lotta pool"

$$$
63k SF

Survey Data	Program Element
80%	Leisure/ rec pool
66%	Instruct/ therapy pool
65%	Lap/ comp pool
49%	Spa/ sauna
72%	Group exercise classes
65%	Indoor court sports (gymnasium)
55%	Fitness with equipment
55%	Indoor walking track
82%	Arts and craft classes
76%	Life skills classes
53%	Music lessons/ recording
80%	Small/ med meeting rooms
67%	Unprogrammed hangout/ gathering
63%	Picnic shelters
62%	Open fields

1

"not a pool"

$
30k SF

Survey Data	Program Element
72%	Group exercise classes
65%	Indoor court sports (gymnasium)
55%	Fitness with equipment
55%	Indoor walking track
82%	Arts and craft classes
76%	Life skills classes
53%	Music lessons/ recording
80%	Small/ med meeting rooms
67%	Unprogrammed hangout/ gathering
63%	Picnic shelters
62%	Open fields

3

"got a pool"

$$
62k SF

Survey Data	Program Element
80%	Leisure/ rec pool
72%	Group exercise classes
65%	Indoor court sports (gymnasium)
55%	Fitness with equipment
55%	Indoor walking track
51%	Dance lessons
46%	Indoor field sports (small gym)
82%	Arts and craft classes
76%	Life skills classes
53%	Music lessons/ recording
44%	Computer skills
80%	Small/ med meeting rooms **
67%	Unprogrammed hangout/ gathering
64%	Large community gathering
63%	Picnic shelters
62%	Open fields
61%	Outdoor pool
60%	Court sports
58%	Splash pad/ water feature

2

program refinement - recap

Previous board meeting consensus determined a preference for "Lotta Pool" option, as it most directly reflects survey data.

	"LOTTA POOL"	"NOT A POOL"	"GOT A POOL"	COMMENTS
Program Totals (SF)	63,318	30,480	61,860	(outdoor recreation programs excluded)
Parking Spaces Required (1 space/500sf)	127	61	124	
Potential reduction for shared parking or transit	101	49	99	
Square-feet required for parking lot area (SF)	47,615	22,921	46,519	walkways, drive aisles, stalls, landscaping, etc.
Stormwater area requirements (SF)	31,659	15,240	30,930	assumes open pond, not a vault which could be under the parking lot
Open space area requirements (SF)	63,318	30,480	61,680	sport courts, athletic fields, plaza, splash pad, playground, etc. (can vary greatly and is site dependent)
Total required site square-footage (SF)	205,910	99,121	201,169	excludes athletic fields
Total required site acreage (acres)	5	2	5	

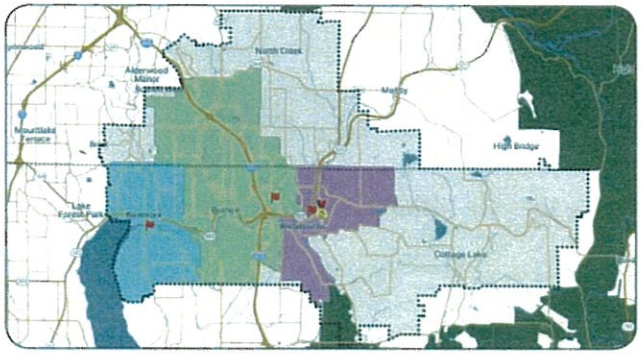
Note:

1. Space can be saved by having less outdoor amenities. Currently, modest outdoor amenities are included such as sport courts and playgrounds, but larger outdoor amenities such as athletic fields are excluded.
2. Space can be saved by locating stormwater facilities under the on-grade parking lot which would add modest costs to the project.
3. Space can be saved by stacking parking or placing parking under the building which would add significant costs to the project.

site selection - recap

Woodinville Site

Overall size:	**6.4 acres**
Address:	**13226 NE 177th Pl & 13236 NE 177th Pl & 13248 NE 177th Pl, Woodinville**
Owner:	**City of Woodinville**
Zoning:	**General Business (GB)**



2 PARCELS,
SITE AREA: 3.5 ACRES

environmental assessment - phase I

KEY TAKEAWAYS:

- Recognized environmental concerns (RECs) include existing uses as equipment maintenance, storage, & fueling; and underground storage tanks (fuel)
- Potential presence of regulated building materials including asbestos and lead paint
- Former demolition of structures may have left building debris impacting soil quality
- Current & historic landscaping & nursery operations indicates use of pesticides which may impact soils
- Phase II ESA underway

LANGAN PHOTOGRAPHIC LOG

Client Name:	Subject Property Location:	Project No.
ARC Architects	13226, 13236, and 13248 NE 177th Place, Woodinville, WA 98072	791014601

Date	Photo No.
8 July 2025	5

Direction Photo Taken: North

Description: Little Bear Creek on the northern portion of 13249 NE 177th Place

Date	Photo No.
8 July 2025	46

Direction Photo Taken: Northwest

Description: Parking and central modular office on the western portion of 13236 NE 177th Place

LANGAN PHOTOGRAPHIC LOG

Client Name:	Subject Property Location:	Project No.
ARC Architects	13226, 13236, and 13248 NE 177th Place, Woodinville, WA 98072	791014601

Date	Photo No.
8 July 2025	79

Direction Photo Taken: Southwest

Description: Southern adjoining NE 177th Place followed by Woodinville Snohomish Road and Kids Country Learning Center (17590 Woodinville Snohomish Road).

Date	Photo No.
8 July 2025	72

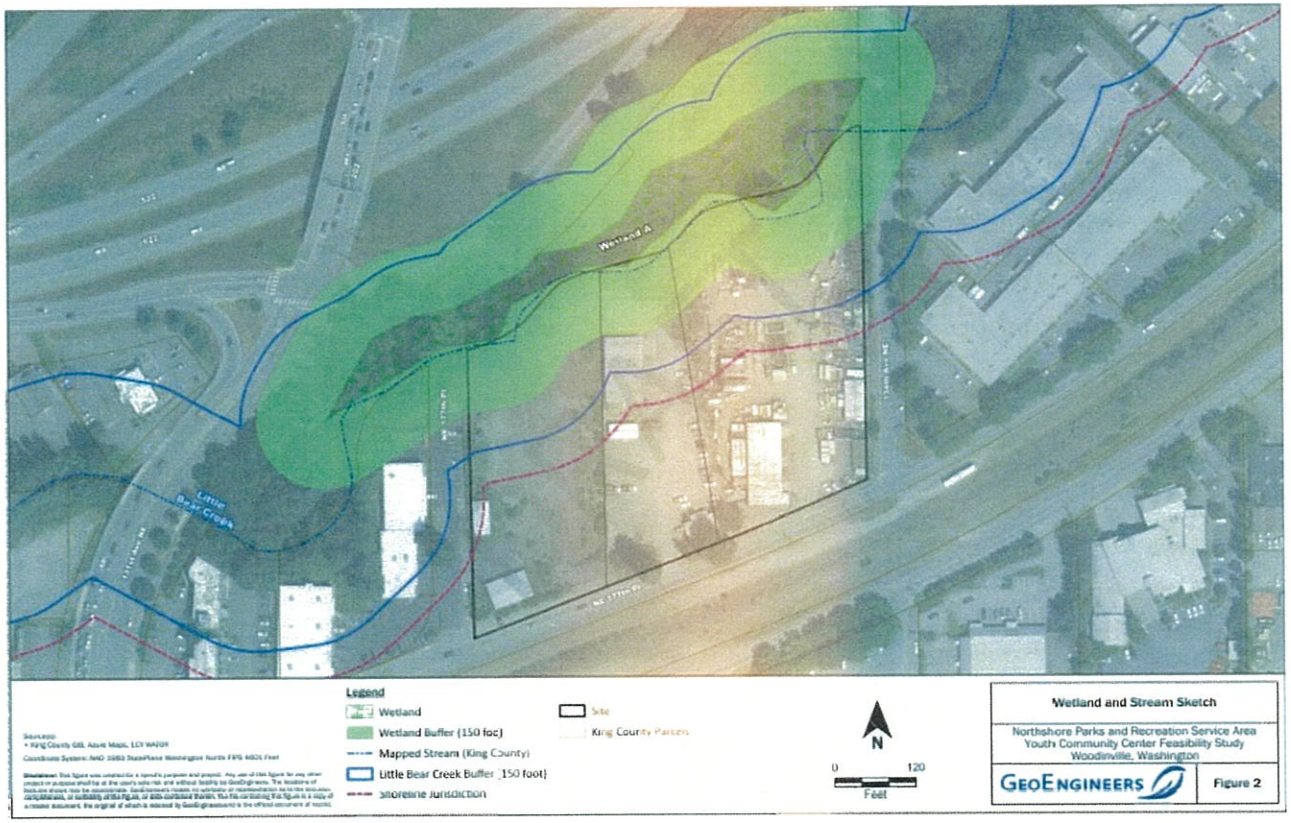
Direction Photo Taken: Northwest

Description: Western portion of 13226 NE 177th Place. Storage shed pictured.

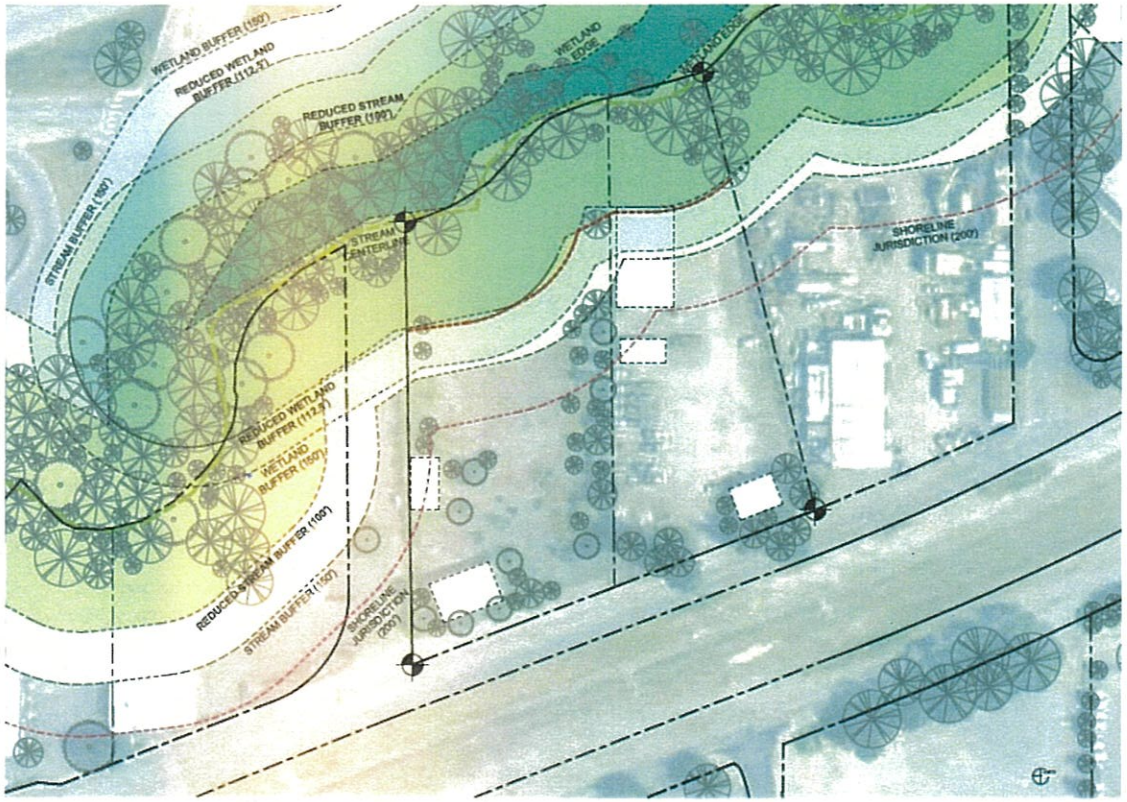
wetlands assessment

KEY TAKEAWAYS:

- Shoreline Jurisdiction area (200-ft) can be utilized for recreational uses with a Shoreline Substantial Development Permit
- Wetland buffer (150-ft) can be reduced to 112.5-ft through minimization measures listed in Woodinville Municipal Code
- Stream buffer (150-ft) can be reduced to 100-ft through enhancements listed in Woodinville Municipal Code



buildable site area



test this - 3 program options

NOT A POOL

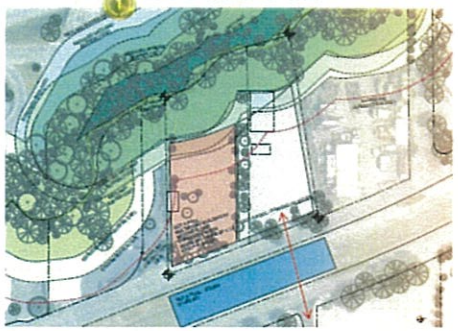
Opportunities:

- No buffer reductions required
- Space for landscape buffers between adjacent parcels
- Potential outdoor recreation space
- Single story plan

Challenges:

- Does not meet ideal program as selected by NPRSA and survey results

GOT A POOL



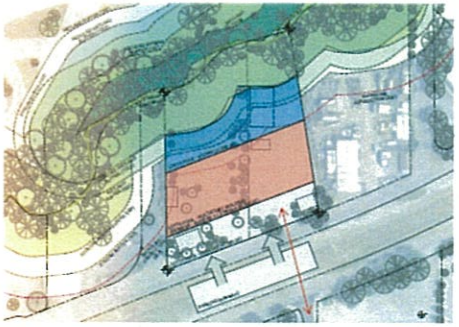
Opportunities:

- Includes one pool and program closer to ideal program selected
- Some space onsite for landscape buffers between adjacent parcels

Challenges:

- Multi-story building with the community room located on upper floor
- Buffer reductions required
- Little opportunity for outdoor recreation - potential for trails only

LOTTA POOL



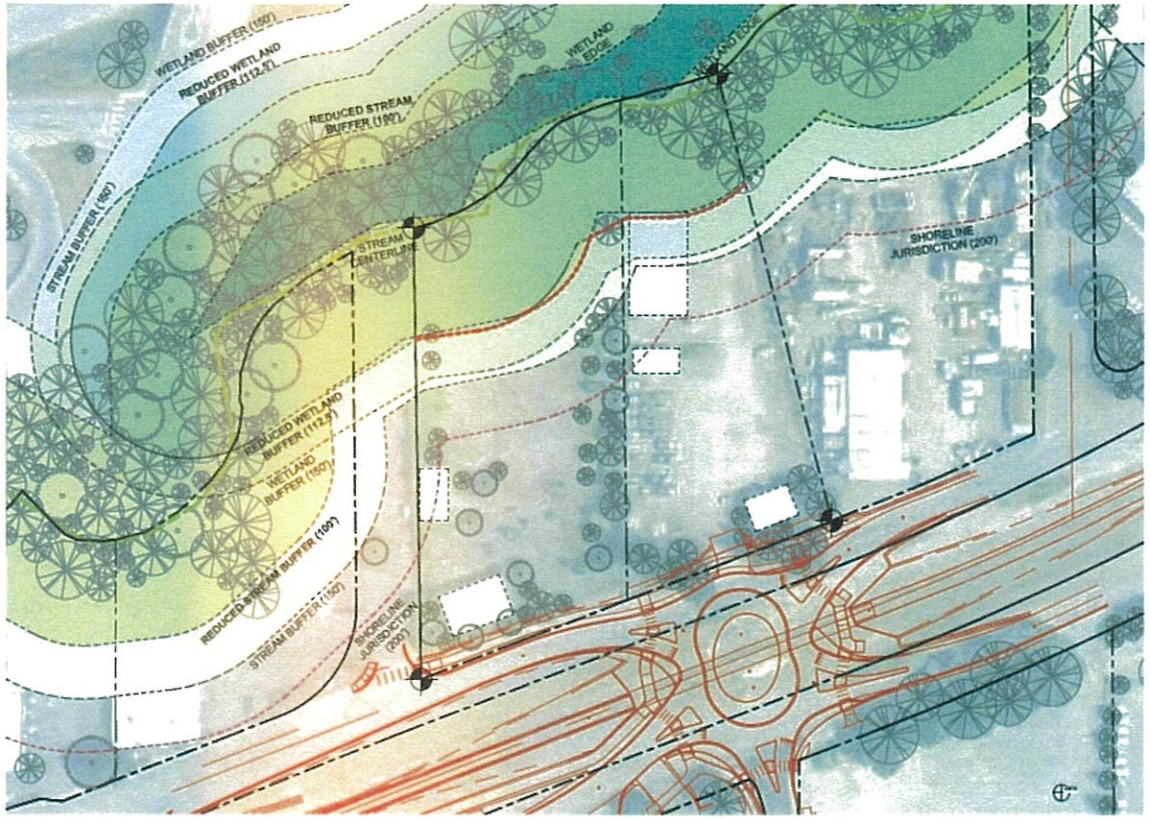
Opportunities:

- Directly reflects full ideal program as selected by NPRSA and survey results

Challenges:

- Multi-story building
- Buffer reductions required
- Little to no opportunity for outdoor rec.

133rd ave ne roadway extension project



NPRSA Youth Community Center Study
SEPTEMBER 2025

program summary

Survey Data	Program Element
80%	Leisure/ rec pool ***
65%	Lap/ comp pool
72%	Group exercise classes
65%	Indoor court sports (gymnasium)
55%	Fitness with equipment
55%	Indoor walking track
51%	Dance lessons
46%	Indoor field sports (small gym)
82%	Arts and craft classes
76%	Life skills classes
53%	Music lessons/ recording
44%	Computer skills
80%	Small/ med meeting/ party rooms
67%	Unprogrammed hangout/ gathering
64%	Large community gathering
66%	Instruct/ therapy pool *
49%	Spa/ sauna
31%	Diving well
61%	Personal development *
47%	STEM programs *
25%	Career workshops *
33%	Child watch
63%	Picnic shelters
62%	Open fields
61%	Outdoor pool
60%	Court sports
58%	Splash pad/ water feature
54%	Playground
48%	Field sports
48%	Rock climbing wall

* can occur in other room

*** PLUS option only

*** PLUS OPTION ONLY

Aquatic Recreation

Indoor Recreation

Youth / Educational

Community / Cultural

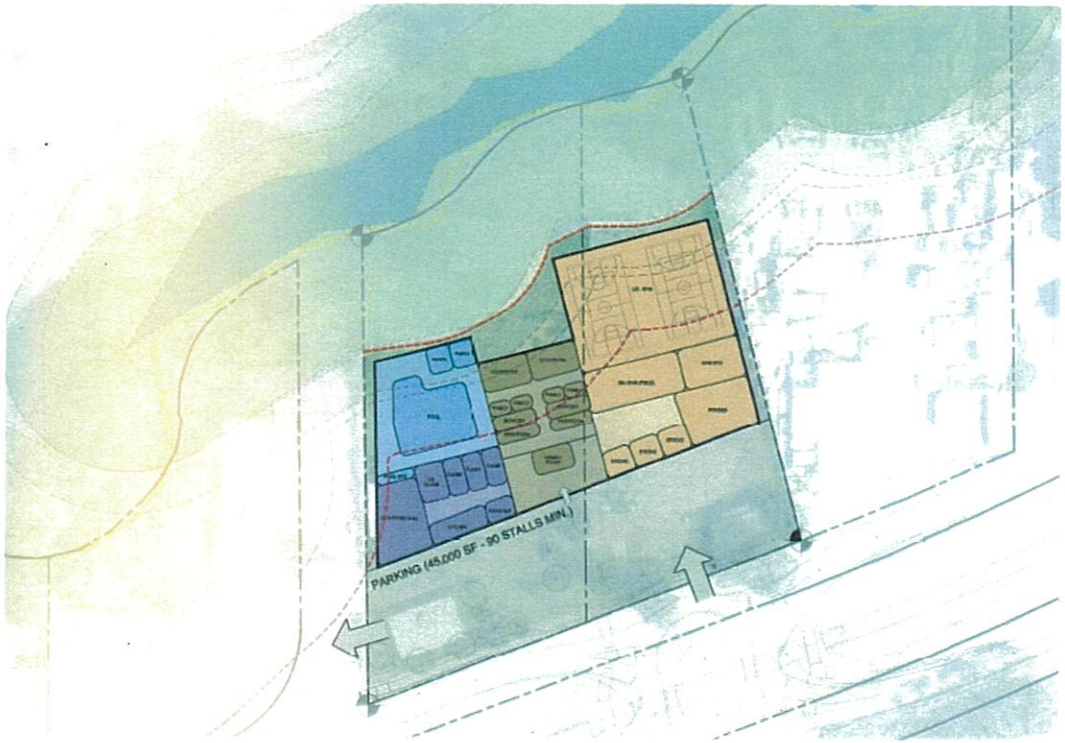
TBD

Outdoor Recreation

1-story option

Option highlights:

- Single story construction saves future construction costs
- Limited space for outdoor programming and landscape buffers
- Only space for a single pool



PLUS option (2-story)

Option highlights:

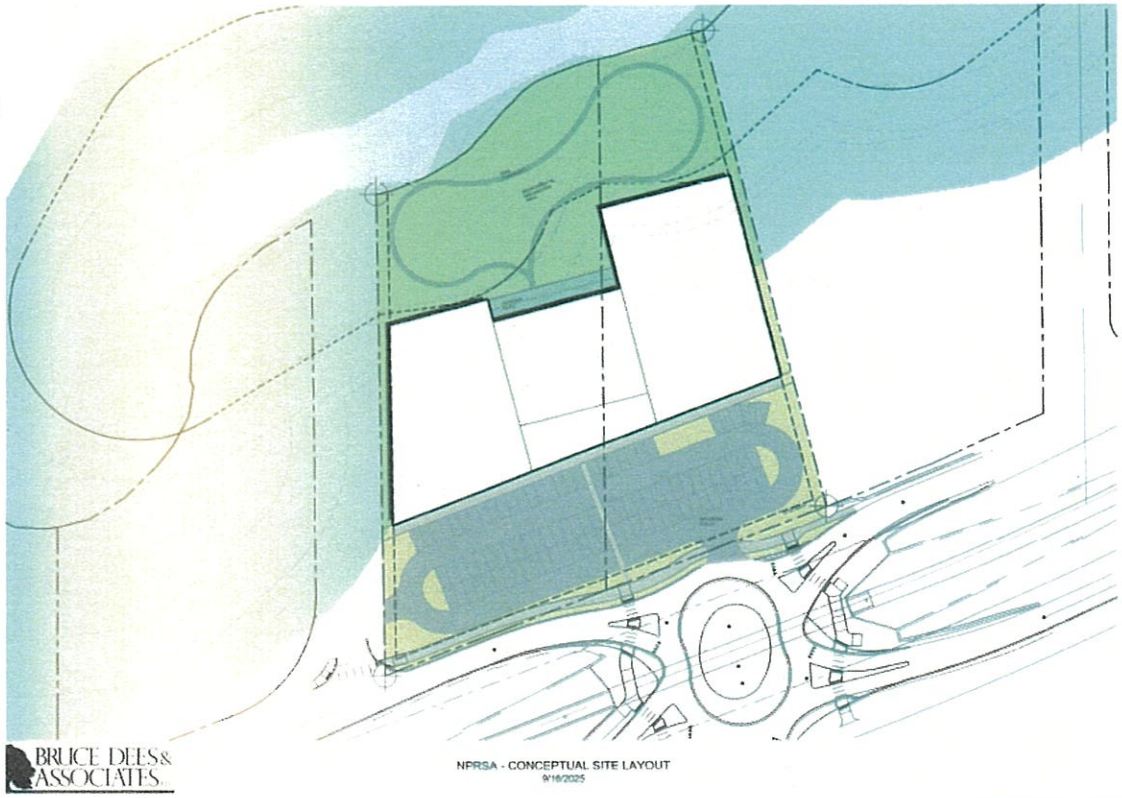
- Two story construction increases future construction costs
- Limited space for outdoor programming and landscape buffers
- Space accommodates two full-sized pools

NPRSA Youth Community Center Study
SEPTEMBER 2025

PLUS option (2-story)

Option highlights:

- Potential development of soft trail through restored wetland buffer area
- Compact outdoor patio along north side
- Maximized parking layout leaves little room for outdoor space along building frontage
- Includes parking stall reduction for public transportation

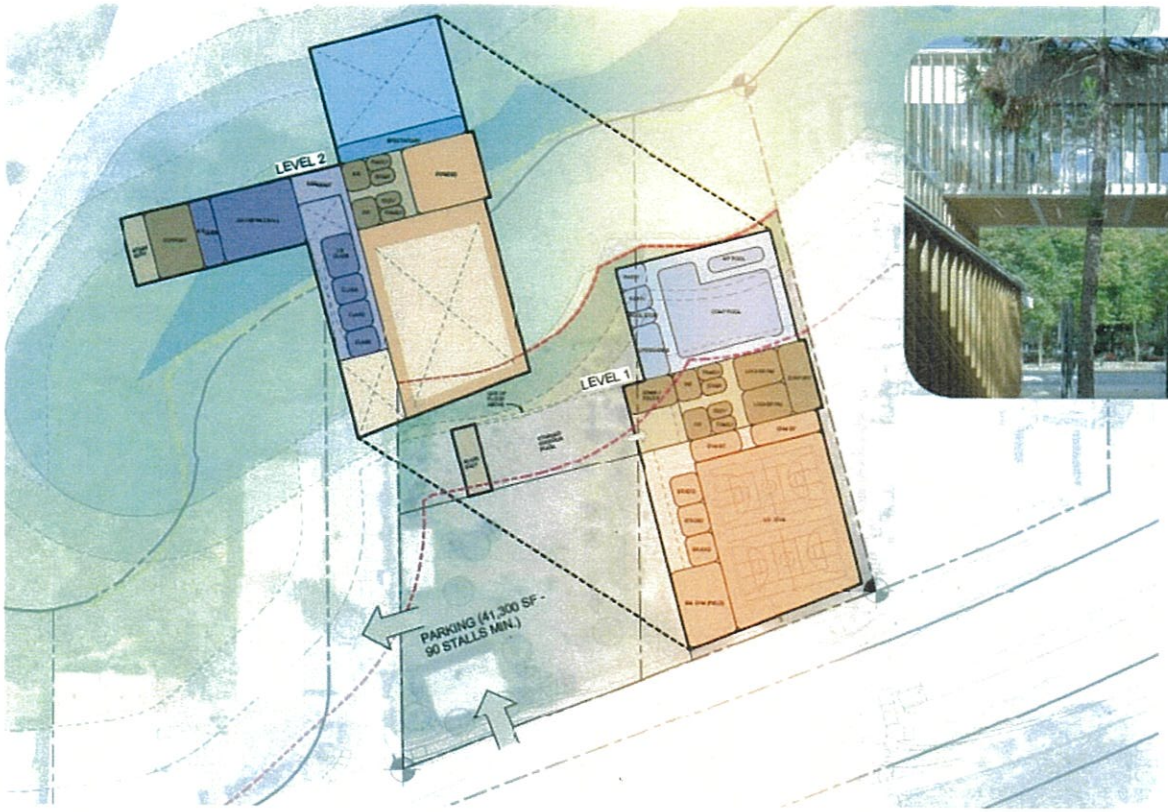


NPRSA Youth Community Center Study
SEPTEMBER 2025

bridge option (2-story)

Option highlights:

- Two story construction increases future construction costs
- Stacked organization of space allows more room for outdoor programming and landscape buffers
- Includes primary lap/ competition pool as well as smaller instruction/ multi-use pool
- Covered outdoor plaza below second story "bridge"

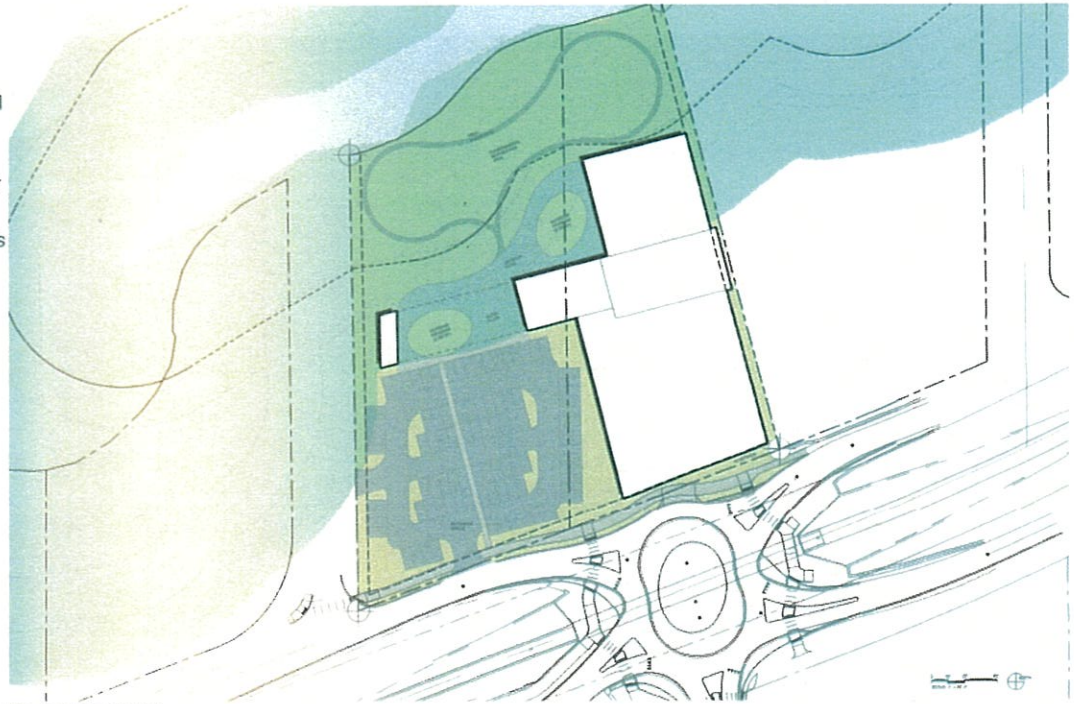


example

bridge option (2-story)

Option highlights:

- Potential development of soft trail through restored wetland buffer area
- Multiple opportunities for outdoor programming at different scales
- Visual connection out to wetlands under second story building



BRUCE DEES & ASSOCIATES

NPRSA - CONCEPTUAL SITE LAYOUT
9/16/2025

NPRSA Youth Community Center Study
SEPTEMBER 2025

arc

upcoming next steps!

- » Survey #2 development (results to be shared at January board meeting)
- » Concept selection (select preferred concept at January board meeting)
- » Refine program & plan (design team refinements to mid-February)
- » Cost estimate (estimate ready for March board meeting)
- » Operational analysis (operational analysis ready for March board meeting)

Youth/Aquatics Center – Post Study Prep

In preparation for Q1 2026, post needs assessment/ feasibility study, we should start discussions on next steps look like.

- After final Report- NPRSA must give guidance on action for a future project.
- Conversation with Woodinville ?
- Conversations with Northshore School District ?
- How do we continue design?
  - We have about $750k left in KC grants
  - Cost of design could be greater than $2M