

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - PO Box 82607, Kenmore WA 98028 - Phone: 425-398-8900
Fax: 425-481-3236 - Email: city_hall@kenmorewa.gov

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, February 27, 2012
Kenmore City Hall
18120 68th Ave. NE, Kenmore, WA 98028

AGENDA ITEMS ARE SUBJECT TO CHANGE up to and including the time of the meeting; items may be added or dropped. Please call the City Clerk if you have any questions or to confirm the agenda items prior to the meeting at (425) 398-8900, or stop by City Hall at 18120 68th Avenue NE, Kenmore. The agendas are also available on our website at: www.kenmorewa.gov. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the City Clerk at least three (3) business days prior to the meeting.

- I. CALL TO ORDER REGULAR MEETING - 7:00 p.m.**
- II. ROLL CALL**
- III. FLAG SALUTE**
- IV. AGENDA APPROVAL**
- V. CITIZEN COMMENTS**
- VI. CONSENT AGENDA**
 - A. Minutes of the January 23, 2012 Regular Council Meeting.
 - B. Approval of Claim Nos. 25362-25420 in the Amount of \$328,092.42 for the Period Ending February 15, 2012.
 - C. Motion to Appoint Kenmore City Council Representatives to Regional Committees.
 - D. Motion to Authorize City Manager to Execute Contract No. 12-C1006 with the King County Department of Adult and Juvenile Detention Community Work Program for Public Works Services in an Amount not to exceed \$69,832 – Jennifer Gordon, Public Works Operations Director
 - E. Motion to Cancel the March 12, 2012 Regular Council Meeting.
- VII. BUSINESS AGENDA**

VII. BUSINESS AGENDA

- A. Ordinance No. 12-0335 of the City of Kenmore, Washington; Adopting a New Chapter 8.40 of Kenmore Municipal Code for Special Events – Bryan Hampson, Director of Land Development and Permitting
- B. Authorize the City Manager to Purchase a Tymco Model 600 Regenerative Air Sweeper in the Amount of \$203,971.13 under Contract No. 12-C979 Interlocal Agreement with HGAC for Cooperative Purchasing - Jennifer Gordon, Public Works Operations Manager

VIII. COUNCILMEMBER COMMENTS/REPORTS

IX. ADJOURNMENT

Upcoming Meetings:

March 12, 2012	Monday	March 12, 2012	Regular Council Meeting <u>CANCELLED</u>
March 19, 2012	Monday	March 19, 2012	Regular Council Meeting

**City of Kenmore, Washington
City Council Regular Meeting
Minutes
January 23, 2012**

CALL MEETING TO ORDER – Mayor David Baker called the meeting to order at 6:00 p.m.

EXECUTIVE SESSION – Mayor David Baker adjourned the regular meeting at 6:00 p.m. to an executive session to discuss Litigation pursuant to RCW 42.30110(1)(i). He stated that the executive session will last for approximately 60 minutes and no action is anticipated when the meeting is reconvened back to regular session.

RECONVENE BACK TO REGULAR SESSION – Mayor David Baker reconvened the meeting back to regular session at 7:05 p.m.

Councilmembers present: Mayor David Baker and Councilmembers Milton Curtis, Brent Smith, Laurie Sperry, Allan Van Ness, and Glenn Rogers

Councilmember excused: Deputy Mayor Bob Hensel

Staff present: Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Bryan Hampson, Director of Land Use and Permitting; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Ben led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

CONSENT AGENDA

Councilmember Laurie Sperry moved to approve the consent agenda as submitted. Councilmember Milton Curtis moved to approve the Minutes of the November 28, 2011 Regular Council Meeting; December 5, 2011 Special Council Meeting; December 6, 2011 Special Executive Session Council Meeting; and December 21, 2011 Special Regular Council Meeting; Approve Claim Nos. 25156 - 25236 in the Amount of \$333,722.78 for the Period Ending December 31, 2011; Adopt Resolution No. 12-195 Providing Authorization for the Duly Appointed Administering Agency for a Regional Coalition For Housing (ARCH) to Execute All Documents Necessary to Enter Into Agreements for the Funding of Affordable Housing Projects, As Recommended by the ARCH Executive Board, Utilizing Funds from the City's Housing Trust Fund; Approve the A Regional Coalition for Housing (ARCH) 2012 Work Program and 2012 Administrative Budget; and Adopt Resolution No. 12-196 Approving the Canyon View Estates Subdivision. The motion passed unanimously.

AWARD PRESENTATION

Regular Council Meeting Minutes

January 23, 2012

2nd DRAFT COPY

Ron Loewen, City Engineer, presented the American Engineering Companies' Bronze award to the City of Kenmore for the SR 522 Phase II Construction Design Project (73rd to 83th). He stated that Otak received the same award. He reviewed that the awards were given to the City of Kenmore because of their effective leadership and planning and to Otak for their diligence and quality design efforts in accomplishing the City's Vision for a vibrant downtown; improved public safety; increased transit speed and ease of congestion; and for improving the connectivity along and across SR 522.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th St., Kenmore, was present to request the status or timeline for the remaining phases of the SR 522 construction project; status of the Downtown Plan; and expressed concerns related to Surface Water Management fees.

Helen Leuzzi, 5997 NE 153rd Ave. SE, Bellevue, was present to support the ARCH Coalition for Housing.

Ann Hurst, 6302 NE 151st, Kenmore, was present to read her letter into the record in which she outlined her environmental concerns related to the SR 520 bridge replacement construction project that is going to take place at the Pioneer Towing/Lake Pointe site in Kenmore.

Mary Reis, 20102 SE 20th Pl., Sammamish, was present to support the ARCH Coalition for Housing.

Janet Hays, 6303 NE 181st St., Kenmore, was present to address her environmental concerns related to the SR 520 bridge replacement construction work that is going to take place at the Pioneer Towing/Lake Pointe site in Kenmore.

Elizabeth Mooney, 5934 NE 201st St., Kenmore, was present to share her concerns related to the SR 520 bridge replacement construction project work that is going to take place at the Pioneer Towing/Lake Pointe site. She also requested that a decision on the proposed ordinance adopting amendments to the Shoreline Master Program scheduled for February 13, 2012, be delayed.

Karen Anderson-Bittenbender, 2704 1st Ave., Seattle, was present to state that she supports affordable housing.

Patrick O'Brien, 6330 NE 181st St., Kenmore, was present to state his environmental concerns, and also submitted related documents into the record, in regards to the SR 520 bridge replacement construction project work that is going to take place at the Pioneer Towing/Lake Pointe site.

Eric Clarke, 10635 NE 170th St., Bothell, was present to thank the staff from Land Development/Permitting and Engineering for all their assistance that led up to tonight's adoption of Resolution No. 12-196, which formerly approved the Canyon View Estates subdivision.

BUSINESS AGENDA

Regular Council Meeting Minutes

January 23, 2012

2nd DRAFT COPY

Resolution No. 12-194 of the City of Kenmore, Washington, Adopting the City of Kenmore, Washington 2012 Fee Schedule - Bryan Hampson, Director of Land Development and Permitting, was present to provide a staff report. He was also available to answer any questions.

Councilmember Allan Van Ness moved to adopt Resolution No. 12-194 of the City of Kenmore, Washington, Adopting the City of Kenmore, Washington 2012 Fee Schedule. Councilmember Laurie Sperry seconded the motion. The motion passed unanimously.

Motion to Adopt Ordinance No. 12-0333 Amending the Building and Construction Appeals Process from a Board of Appeals to a Hearing Examiner Appeals Process - Bryan Hampson, Director of Land Development and Permitting, was present to provide a staff report. He was also available to answer any questions.

Councilmember Milton Curtis moved to Adopt Ordinance No. 12-0333 Amending the Building and Construction Appeals Process from a Board of Appeals to a Hearing Examiner Appeals Process, with an effective date of January 31, 2012. Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

CITY COUNCILMEMBER COMMENTS/REPORTS

Councilmember Milton Curtis commented on the recent Council Retreat and expressed his appreciation to staff for preparing and distributing the Council Retreat materials.

Councilmember Allan Van Ness complimented Jennifer Gordon, Public Works Operations Director, and her staff, for the great job they did during our recent snowstorm. He stated that it is nice to hear positive comments about staff.

Councilmember Brent Smith provided positive comments on the recent Council Retreat he attended. He stated that it was a great opportunity to become more acquainted with the other Councilmembers and that he is looking forward to working with such a great group of people.

Mayor David Baker stated that he is looking forward to working with the representatives from the new 46th District.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 8:10 p.m.

Mayor David Baker

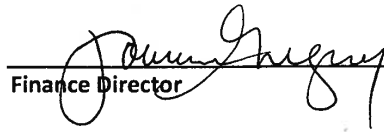
ATTEST:

Lynn Suskin, City Clerk

City of Kenmore Voucher Certification and Approval

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 and that the following claims, paid by checks 25362-25420 which total \$328,092.42 are just, due, and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.

 Ar F. Stander 17 FEB 2012
City Manager Date

 James Gregory 2/17/12
Finance Director Date

Check #	Vendor Name	Description	Check Amt
25362	NATIONWIDE FINANCIAL 401a	Payroll Entry	10,967.86
25363	NATIONWIDE RETIREMENT SOLUTIONS 457	Payroll Entry	1,570.00
25364	ICMA RETIREMENT TRUST 457 - 304745	Payroll Entry	2,003.84
25365	DRS 457	Payroll Entry	1,737.50
25366	CITY OF KENMORE FS	Payroll Entry	179.56
25367	BANK OF AMERICA 941	Payroll Entry	11,474.16
25368	DEPARTMENT OF RETIREMENT SYSTEMS	Payroll Entry	9,405.98
25369	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Entry	275.00
25370	AMERICAN PLANNING ASSOCIATION	Dues & Membership - A. Bauer	411.00
25371	CITY OF LAKE FOREST PARK	Public Works Maint. Jan. 2012	65,918.46
25372	COASTWIDE LABORATORIES	City Hall Supplies	14.94
25373	CONSOLIDATED PRESS	Business Seminar Flyer & Mailing	845.11
25374	ALLIED WASTE SERVICES #172	Jan. Park & City Hall Disposal Svc.	753.85
25375	EMERGENCY SERVICE COORDINATING AGCY	2012 Member Assessment	47,288.00
25376	CALPORTLAND COMPANY	Restock Fill Sand	62.78
25377	INTERNATIONAL INST OF MUNI CLERKS	Membership through 3/31/13	175.00
25378	KESSELRING'S	Equipment/ Supplies	343.47
25379	KING COUNTY W.L.R.D.	Drainage & SWM Chgs 10/1-12/31	50,627.36
25380	KING COUNTY ANIMAL SVCS	Pet Licenses - Jan. 2012	255.00
25381	KING COUNTY FINANCE	Jan. 2012 Community Work Prog.	6,077.86
25382	SOUND PUBLISHING, INC.	Jan. 2012 Advertising	882.00
25383	KING COUNTY SHERIFF	Kenmore School's Dec. O.T. Chgs	7,263.84
25384	BLACKBAUD	Fundware Maint Plan 3/1/12-2/28/13	4,956.23
25385	PENDLETON CONSULTING LLC	Consulting Svc. Jan. 2012 - Retreat	6,199.73
25386	NEXTEL COMMUNICATIONS	Cell Phones 12/25/11-1/24/12	896.09
25387	NORTHSHORE FIRE DEPT	Fire Marshal Svcs - Jan. 2012	160.00
25388	NORTHSHORE UTILITY DIST	11/30/11-1/31/12 Utility Bills	919.29

VIB. Approval of Claim Nos. 25362-25420 in the Amount of \$328,092.42 for the Period Ending February 15, 2012.

25389	OFFICE MAX	Office/ General Supplies	1,337.05
25390	OLYMPIC ENVIRONMENTAL RESOURCES INC	2012 Recycling Program Mgmt.	910.00
25391	OTAK	Swamp Creek Mgt per. ending 1/6	14,480.76
25392	PACIFIC TOPSOILS	Debris Disposal through 1/25/12	562.14
25393	PUGET SOUND ENERGY	12/31/11 - 1/31/12 Electricity Bills	14,761.33
25394	CEMEX	Pothole Patching Materials	169.99
25395	SEATTLE TIMES	Jan. 2012 Classified Ads	172.00
25396	STAPLES ADVANTAGE	Soap, Cleaners, General Supplies	63.64
25397	STEWART BEALL MACNICHOLS	Public Defender Svc. Jan. 2012	3,000.00
25398	WASHINGTON STATE DEPT OF REVENUE	Use Tax for Out of State Purchase	89.97
25399	WETLANDS & WOODLANDS INC	Plant Replacement (2010 Overlay)	1,238.72
25400	NATIONAL LEAGUE OF CITIES	Seminar Registration - Mayor Baker	295.00
25401	KING COUNTY RECORDER'S OFFICE	Recording Fee (#ADU2011-090)	65.00
25402	WA STATE DEPT OF TRANSPORTATION	Contract Spec. Writing Class	75.00
25403	NATIONAL IMPRINT CORPORATION	Anti-Drug Awareness Materials	252.60
25404	QUALITY BUSINESS SYSTEMS	1/3-2/3/12	49.56
25405	PERKINS COIE	Service through 12/31/11	109.00
25406	BIS	Feb. 2012 Website Hosting	175.00
25407	A+ CONFERENCING	Conference Call 2/3/12	47.04
25408	SHRED-IT	Shredding Svc. 1/18/12	49.50
25409	PRUDENTIAL	Employee Life Insurance Policy	373.13
25410	TOWNE CENTRE HARDWARE	R.O.W. Materials - Plywood	85.34
25411	SARAH ROBERTS	Jan Prosecution Svc & D.V. Svc.	10,100.00
25412	INDEPENDENT STATIONERS	Paper, Toner, Supplies	557.31
25413	WELLS FARGO FINANCIAL	Xerox Copier Lease 2/10-3/10/12	803.43
25414	SNOHOMISH COUNTY SHERIFF'S OFFICE	Jail Service Fees Jan. 2012	35,241.24
25415	STEPHENS, MARY	Public Defense Sno Cty - Jan. 2012	1,250.00
25416	PERTEET INC.	Jan. 2012 Kenmore Village Survey	4,802.76
25417	ADAMSON POLICE PRODUCTS	2 - 9mm FX Magazines	947.00
25418	INGLEMOOR VIKING BASKETBALL BOOSTER	Inglemoor Boys Basketball Sponsor	50.00
25419	CB RICHARD ELLIS, INC	Kenmore Vill. Complete Appraisal	4,250.00
25420	KING COUNTY RECORDER'S OFFICE	Recording Fee (ROW2011-0461)	65.00
			<u>\$ 328,092.42</u>

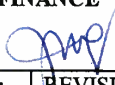
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2012	PRIOR VENDOR ACTIVITY	Previous YTD
	A+ CONFERENCING	\$ 12.45
	ACTION ENTERTAINMENT	350.00
	AFLAC	537.65
	ALCALDE & FAY	5,013.95
	AM TEST, INC	125.00
	AMERICAN GENERAL	491.18
	ASSOCIATION OF WA CITIES	14,058.00
	AWC EMPLOYEE BENEFITS	36,267.72
	BAKER, DAVID	451.49
	BANK OF AMERICA 941	21,850.86
	BANNER BANK BH	386.68
	BANNER BANK KENMORE	1,631.25
	BANNER BANK NO	444.26
	BASTYR UNIVERSITY	50,000.00
	BENT, DEBORAH A	576.00
	BIS	175.00
	BULGER SAFE & LOCK, INC.	108.36
	CASCADE PEST CONTROL	142.35
	CB RICHARD ELLIS, INC	3,500.00
	CEMEX	189.15
	CITY OF KENMORE FS	359.12
	CITY OF SHORELINE	914.77
	COASTWIDE LABORATORIES	392.34
	CODE 4 PUBLIC SAFETY EDUCATION	99.00
	CODE PUBLISHING COMPANY	10,932.92
	COLUMBIA RIDGE LANDFILL	2,355.27
	COMCAST	116.90
	COX PRINTING & SIGNS	235.43
	CSAT, LLC	800.00
	DAILY JOURNAL OF COMMERCE	125.80
	DAY & NITE PLUMBING & HEATING	2,955.41
	DEPARTMENT OF LABOR AND INDUSTRIES	2,525.22
	DEPARTMENT OF RETIREMENT SYSTEMS	18,230.17
	DRS 457	3,475.00
	EMPLOYMENT SECURITY DEPT	1,972.46
	FINANCIAL CONSULTANTS INT'L INC	76.02
	FRONTIER	111.15
	FRUHLING SAND & TOPSOIL	83.00
	FULL MAINTENANCE GARDENING	373.40
	GALLS, LLC	26.25
	GORDON DERR	2,013.00
	GREENWOOD HEATING & AC	39.45
	H.W. LOCHNER, INC.	25,972.71
	HDR	2,293.31
	ICMA RETIREMENT TRUST 457 - 304745	4,007.68

VIB. Approval of Claim Nos. 25362-25420 in the Amount of \$328,092.42 for the Period Ending February 15, 2012.

INTEGRA TELECOM	727.51
iWORQ SYSTEMS	1,000.00
JACOBSON, BETTS & COMPANY	1,804.80
JAU JOU, STANLEY	222.80
JEFF DURRANT	739.90
JET CITY PRINTING	359.16
JURASSIC PARLIAMENT	235.34
KELLY PRINTING & GRAPHICS	456.62
KING COUNTY LIBRARY SYS	169,633.00
MAIL FINANCE	250.76
McKEE & SCHALKA	4,000.00
MINZGHOR, NICHOLAS	1,214.22
NATIONAL LEAGUE OF CITIES	1,489.00
NATIONAL LIFE OF VERMONT	328.34
NATIONWIDE FINANCIAL 401a	21,143.65
NATIONWIDE RETIREMENT SOLUTIONS 457	3,140.00
NORTH COAST ELECTRIC	13.83
NORTHSHORE UTILITY DIST	1,092.68
OFFICE MAX	177.49
PEOPLES STORAGE	177.00
PHOTOTAINMENT	963.60
PRIME PACIFIC BANK	60.00
PROTHMAN COMPANY	6,166.67
PUGET SOUND CLEAN AIR AGENCY	11,308.00
PUGET SOUND ENERGY	2,698.09
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
ROLLABELS	37.15
SEES TREES AND EXCAVATION INC	5,568.09
SMITH, BRENT	219.23
STATE OF FLORIDA DISBURSEMENT UNIT	550.00
STEPHENS, MARY	1,250.00
STOUDER, FRED	154.00
STRIPE RITE, INC.	3,969.38
SUBURBAN CITIES ASSOC	11,632.64
THE KIPLINGER TAX LETTER	99.00
TOTAL LANDSCAPE CORP	6,404.21
UNITED WAY OF KING COUNTY	192.00
VAN NESS, ALLAN	812.09
WA ASSOC OF CODE ENFORCEMENT	25.00
WA CITIES INSURANCE AUTHORITY	148,614.00
WA GUARANTEED EDUCATION TUITION	415.00
WA RECREATION & PARK ASSOCIATION	104.00
WELLS FARGO FINANCIAL	803.43
	<u><u>\$ 627,098.81</u></u>

VIB. Approval of Claim Nos. 25362-25420 in the Amount of \$328,092.42 for the Period Ending February 15, 2012.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Motion to Appoint Kenmore City Council Representatives to Regional Committees			27 February 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Fred Stouder	Nancy Ousley	425-398-8900
COST OF PROPOSAL: Councilmembers' time and Travel expenses to attend meetings		ACCOUNT NUMBER: 01.11.5203	
AMOUNT BUDGETED: \$1,640 for mileage in 2011-2012 budget		NAME AND FUND #: General Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1) Memo outlining Regional Committee Appointments 2) Suburban Cities Association 2012 Regional Appointments			
SUMMARY STATEMENT: The Council will appoint representatives to several regional committees. The committee positions are: Eastside Transportation Partnership (two voting members and one alternate); Kenmore Library Advisory Board (one member); Northshore Park and Recreation Service Area (one member); Northshore Performing Arts Advisory Board (one member); SeaShore Transportation Forum (two members); Suburban Cities Association Public Issues Committee (one member and one alternate); University of Washington Bothell The Entrepreneurship Center Board (one member); and Water Resource Inventory Area #8 (one member and one alternate). Several Councilmembers have also been appointed by the Suburban Cities Association to represent Suburban Cities on regional committees in 2012.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Council has made similar appointments in past years. Effective participation in regional issues is a Council goal.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Move to appoint representatives to the following regional committees: Eastside Transportation Partnership; Kenmore Library Advisory Board; Northshore Park and Recreation Service Area; Northshore Performing Arts Advisory Board; SeaShore Transportation Forum; Suburban Cities Association Public Issues Committee; University of Washington Bothell The Entrepreneurship Center Board; and Water Resource Inventory Area #8.			
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:	
			
TODAY'S DATE: 15 Feb 2012	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): See below	

I:\Leslie Harris\Council Meeting Information

VIC. Motion to Appoint Kenmore City Council Representatives to Regional Committees.



City Of Kenmore, Washington

MEMO

To: Nancy Ousley

From: Leslie Harris

Date: February 15, 2012

Re: Kenmore City Council Regional Committee Appointments

Every two years, City Council makes appointments to regional committees. The following appointments are for approval by City Council at the February 27, 2012 meeting.

	<u>Members</u>	<u>Alternates</u>
Eastside Transportation Partnership (ETP)	Bob Hensel Allan Van Ness	Glenn Rogers
Kenmore Library Advisory Board	Laurie Sperry	None
Northshore Park and Recreation Service Area (NPRSA)	Brent Smith	None
Northshore Performing Arts Board	Allan Van Ness	None
Seashore Transportation Forum	David Baker Brent Smith	None
Suburban Cities Association (SCA) Public Issues Committee (PIC)	David Baker	Allan Van Ness
University of Washington Bothell The Entrepreneurship Center Board	Glenn Rogers	None
Water Resource Inventory Area (WRIA) #8	Allan Van Ness	David Baker

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Recommended 2012 Regional Appointments

Regional Policy Committee (RPC)

	Name	City	
Member	Pete Lewis	Auburn	S
Member	Dini Duclos	Federal Way	S
Member	John Marchione	Redmond	N
Member	Matt Larson	Snoqualmie	Sno
Alt	Denis Law	Renton	S
Alt	Will Hall	Shoreline	N

Regional Transit Committee (RTC)

	Name	City	
Member	Jeanne Burbidge	Federal Way	S
Member	Marcie Palmer	Renton	S
Member	Joan McGilton	Burien	S
Member	Dave Hill	Algona	SV
Member	Kimberly Allen	Redmond	N
Member	Bob Sternoff	Kirkland	N
Member	Chris Eggen	Shoreline	N
Member	Fred Butler	Issaquah	N
Alt	Noel Gerken	Maple Valley	S
Alt	Dennis Higgins	Kent	S
Alt	Conrad Lee	Bellevue	N
Alt	Tom Odell	Sammamish	N

Regional Water Quality Committee (RWQC)

	Name	City	
Member	Rich Zwicker	Renton	S
Member	Bill Pelosa	Auburn	S
Member	Doris McConnell	Shoreline	N
Member	Don Davidson	Bellevue	N
Alt	Craig Goodwin	Blk Diamond	SV
Alt	John Wright	Lk Forest Pk	N

PSRC Executive Board

	Name	City	
Member	Pete Lewis	Auburn	S
Member	Dave Hill	Algona	SV
Member	Bob Sternoff	Kirkland	N
Member	Will Ibershof	Duvall	Sno
Alt	Mia Gregerson	SeaTac	S
Alt	Marla Mhoon	Covington	S
Alt	John Marchione	Redmond	N
Alt	Don Gerend	Sammamish	N

PSRC Operations Committee

	Name	City	
Member	Pete Lewis	Auburn	S
Alt	Bob Sternoff	Kirkland	N

PSRC Growth Mgmt Policy Board (GMPB)

	Name	City	
Member	Terri Briere	Renton	S
Member	Bob Sternoff	Kirkland	N
Member	Hank Margeson	Redmond	N
Alt	Paul Mallary	Algona	SV
Alt	Erin Weaver	Maple Valley	S
Alt	Bernie Talmas	Woodinville	N

PSRC - Transportation Policy Board (TPB)

	Name	City	
Member	Jeanne Burbidge	Federal Way	S
Member	Dave Hill	Algona	SV
Member	Don Gerend	Sammamish	N
Alt	Rich Zwicker	Renton	S
Alt	Amy Walen	Kirkland	N
Alt	John Marchione	Redmond	N

PSRC- Econ Dev District Board (EDDB)

	Name	City	
Member	Dini Duclos	Federal Way	S
Member	Catherine Stanford	Lk Forest PK	N
Alt	Dennis Higgins	Kent	S
Alt	Bob Hensel	Kenmore	N

King County Growth Management Planning Council (GMPC)

	Name	City	
Member	Rebecca Olness	Blk Diamond	SV
Member	Terri Briere	Renton	S
Member	Layne Barnes	Maple Valley	S
Member	Bob Sternoff	Kirkland	N
Member	Chris Eggen	Shoreline	N
Member	Kimberly Allen	Redmond	N
Alt	Jamie Perry	Kent	S
Alt	Jeanne Burbidge	Federal Way	S
Alt	Amy Ockerlander	Duvall	Sno
Alt	Tom Odell	Sammamish	N

Regional Law, Safety and Justice (RLSJ)

	Name	City	
Member	Dana Ralph	Kent	S
Member	Verna Seal	Tukwila	S
Member	John Partridge	Auburn	S
Member	Gerard Cattin	Duvall	Sno
Member	Dave Asher	Kirkland	N
Member	John Stilin	Redmond	N

Joint Recommendations Committee for CDBG (JRC)

	Name	City	
Member	Pam Fernald	SeaTac	S
Member	Jerry Robison	Burien	S
Member	Ava Frisinger	Issaquah	N
Member	David Baker	Kenmore	N

Local Hazardous Waste Management Program/Management Coordination

	Name	City	
Member	David Baker	Kenmore	N

Board of Health (BOH)

	Name	City	
Member	Suzette Cooke	Kent	S
Member	Ava Frisinger	Issaquah	N
Alt	David Baker	Kenmore	N



Recommended 2012 Regional Appointments

enterpriseSeattle

	Name	City	
Member	Bob Sternoff	Kirkland	N
Member	Allan Van Ness	Kenmore	N
Member	Will Hall	Shoreline	N
Member	John James	Sammamish	N
Member	John Marchione	Redmond	N
Member	Rick Zwicker	Renton	S
Member	Dini Duclos	Federal Way	S
Member	Jamie Perry	Kent	S

Domestic Violence Initiative (DVI)

	Name	City	
Member	Greg Taylor	Renton	S
Member	Verna Seal	Tukwila	S
Member	Doris McConnell	Shoreline	N
Member	Amy Ockerlander	Duvall	Sno

South Central Action Area Caucus Group (SCAACG)

	Name	City	
Member	Craig Goodwin	Blk Diamond	SV
Member	Layne Barnes	Maple Valley	S

King County Flood Control District Advisory Committee (KCFCDAC)

	Name	City	
Member	Marla Mhoon	Covington	S
Member	Bill Thomas	Algona	SV
Member	Bob Lee	Lk Forest Pk	N
Member	Joan McBride	Kirkland	N
Alt	Linda Kochmar	Federal Way	S
Alt	Erin Weaver	Maple Valley	S
Alt	Glenn Rogers	Kenmore	N
Alt	Mike Cero	Mercer Is	N

Committee to End Homelessness (CEH)

	Name	City	
Member	Greg Taylor	Renton	S
Member	Doreen Marchione	Kirkland	N

Emergency Management Advisory Committee (EMAC)

	Name	City	
Member	TBD		
Member	Gail Harris	Shoreline	N
Member	Gerard Cattin	Duvall	Sno
Alt	Greg Taylor	Renton	S
Alt	Bill Thomas	Algona	SV
Alt	Penny Sweet	Kirkland	N

Radio Executive Policy Committee (REPC)

	Name	City	
Member	Clarke Brant	Normandy Pk	S
Member	Allan Van Ness	Kenmore	N

Solid Waste Advisory Committee (SWAC) Executive Appointment

	Name	City	
Member	Joan McGilton	Burien	S
Member	David Baker	Kenmore	N

Multi-Year Appointments that continue from 2011

King County Disability Board LEOFF1

	Name	City	
Member	Verna Seal	Tukwila	S

Mental Health and Drug Dependency Oversight Committee (MIDD)

	Name	City	
Member	Denis Higgins	Kent	S
Alt	TBD		

King County Emergency Medical Services (EMS) Advisory Task Force (2013 Levy)

	Name	City	
Member	Jim Haggerton	Tukwila	S
Member	Craig Goodwin	Black Diamond	S
Member	Ken Hearing	North Bend	Sno
Member	Tom Agnew	Bothell	N

Interagency Advisory Council to End Homelessness (IAC) – Staff Committee

	Name	City	
Member	Michael Hurch	Auburn	S
Member	Lorri Ericson	Des Moines	S
Member	Colleen Kelly	Redmond	N

King County Regional AFIS Advisory Committee (AFIS) – Staff Committee

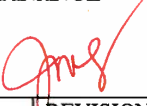
	Name	City	
Member	David Cline	Tukwila	S

PSRC Regional Project Evaluation Committee (RPEC) – Staff Committee

	Name	City	
Member	Maiya Andrews	Burien	S
Member	Kirk McKinley	Shoreline	N
Member	Don Cairns	Redmond	N
Alt	Steve Clark	Maple Valley	S
Alt	Ray Steiger	Kirkland	N
Alt	Gary Costa	Issaquah	N

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Motion to Authorize City Manager to Execute Contract No. 12-C1006 with the King County Department of Adult and Juvenile Detention Community Work Program for Public Works Services in an Amount not to exceed \$69,832.			February 27, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Works	Jennifer Gordon	Jennifer Gordon	(425) 398-8900
COST OF PROPOSAL: \$69,832		ACCOUNT NUMBER: 10.00.5475 ROW Services (\$35,000) 01.76.5465 Parks Maintenance Contracts (\$35,000)	
AMOUNT BUDGETED: \$70,000		NAME AND FUND #: Street Fund No. 10 General Fund No. 01 Parks Maint. Cost Center	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Contract No. 12-C1006 Contract for Services between the City of Kenmore and the King County Department of Adult and Juvenile Detention Community Work Program			
SUMMARY STATEMENT: The King County Correctional Work Program (CWP) currently allows District Court to sentence offenders to work crews to perform supervised manual labor for various public service agencies. The program is designed to provide a diversion from jail for low-level, low-risk offenders and a visible restitution to the community. Offenders are sentenced directly to the CWP and may work off their fines, regain their driver's license or complete the terms of their sentence. CWP projects typically include various types of landscaping, habitat restoration and invasive species removal. CWP crews function year round and offer services Monday through Saturday. The City has been using this program for many years and it continues to be a cost effective way to get this type of labor work done. Contract No. 11-C936 has expired and Contract No. 12-C1006 will be executed for work performed during 2012. The daily rate (\$602.00) for the contracted services with the King County Community Work Program remains the same for 2012.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Contract reviews and management efficiencies.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Authorize the City Manager to Execute Contract No 12-C1006 with the King County Department of Adult and Juvenile Detention Community Work Program for Public Works Services in an			

VID. Motion to Authorize City Manager to Execute Contract No. 12-C1006 with the King County Department of Adult and Juvenile Detention Community Work Program for Public Works Services in

Amount not to exceed \$69,832.		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:  <i>for F. Stouder</i>
TODAY'S DATE: 2/2/2012	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): i:\city clerk\agenda items\public works\2012 council meetings\02.27.12\agenda bill summary kc community work program contract 2012.docx

Contract No. 12-C1006

**City of Kenmore, Washington
Contract for Services
King County Department of Adult and Juvenile Detention
Community Work Program**

2012 AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into the date last below written between the CITY OF KENMORE, WASHINGTON ("City") and THE KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION Community Work Program ("Contractor").

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in and meeting the standards of the scope of work attached hereto as Attachment A.

2. TERM OF AGREEMENT

The term of this Agreement shall begin January 1, 2012 and shall extend through December 31, 2012. The crews will work two (2) and three (3) days per week for this contract period as directed by City staff. The Agreement may be extended by mutual consent of both parties.

3. PAYMENT

City shall pay contractor for such services a rate of \$ 602.00 per day. Total payments to CWP shall not exceed *\$69,832.00* during the contract period, based upon a total of 116 work days, unless a negotiated amendment has been approved and signed by both parties.

- A. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice.
- C. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. City

may withhold payment for such work until the work meets the requirements of the Agreement.

4. WORK CREW SELECTION

Contractor shall be responsible for the selection of crewmembers provided to the City under this Agreement. The work crew will consist of a work crew supervisor and four (4) or more individuals sanctioned to the Community Work Program by criminal or civil courts within King County.

5. WORK CREW SCHEDULE AND CANCELLATION

Contractor will provide the City with a work crew for each business day during the term of this Agreement; Provided, however, that Contractor maintains the right to cancel work activities due to inclement weather, insufficient number of crew members, or vacation or sick leave of the crew supervisor. Days missed during the business week may be scheduled and made up on Saturday's with the agreement of the Lake Forest Park contract liaison or designee. Per section 3A of this Agreement, the City will not be responsible for payment to the Contractor for days in which work activities are not conducted.

6. SUPERVISION OF THE WORK CREW

- A. Contractor shall provide at least one (1) supervisory person who shall be present at all times during the execution of all portions of the work, who shall direct, supervise and be thoroughly responsible for the Contractor work crew and its actions while in the performance of maintenance services. Contractor will provide necessary equipment to the participants, coordinate with the designated City supervisor to determine work site, schedules, obtain necessary on-site equipment and complete maintenance log for each work site.
- B. Contractor shall be responsible to provide all training to the crew supervisor regarding the scope of work, safety procedures, CPR, first aid, and defensive driving.

7. TRANSPORTATION

Transportation to and from the City's designated work sites will be the responsibility of the Contractor.

8. EQUIPMENT

All equipment necessary to complete the agreed upon services shall be the responsibility of Contractor unless otherwise discussed and agreed to by the parties. Safety equipment will be provided by Contractor to include hard hats, safety vests, goggles, gloves, rain gear, shoes, and ear protection devices.

9. PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of Contractor to leave City facilities in existing or better condition. Any damage to facilities or unsatisfactory operation of utilities shall be brought to the City's attention immediately by Contractor. All damages to existing facilities shall be reviewed by the City and Contractor, and those damages caused by Contractor or its work crew shall be repaired or replaced at Contractor's expense.

10. SAFETY AND CLEANUP

- A. Contractor shall be responsible to maintain the work area free of debris and clutter and especially avoid causing any hazards anywhere on the property due to its operations.
- B. Upon completion of the day's work the job site as well as any space used by Contractor shall be left clean and orderly.
- C. Contractor shall be responsible for accomplishing work zone traffic control in accordance with applicable state regulations.

11. MAINTENANCE ACTIVITIES AND SCHEDULING

Contractor is to consider that City property is open to the public at all times, and the maintenance and associated work shall be conducted in such a way that the daily operation of the City property shall not be affected without prior approval by the City.

12. DISPOSAL METHODS:

Contractor shall select disposal sites and be responsible for the disposal of debris and unsuitable materials collected under the conditions of this Agreement. In no case shall debris and unsuitable materials be disposed upon the site or any property contiguous thereto. Contractor is solely responsible for any and all damages done or any regulation violated in the disposal of waste material, as well as for any other action that they perform. Contractor agrees to defend, indemnify, and hold the City of Lake Forest Park harmless free from liability for any and all damages, costs and expenses

(including but not limited to attorneys' fees) incurred as a result of Contractor's actions. The City of Lake Forest Park shall reimburse Contractor for any fees associated with disposal of debris collected at the designated work sites. Disposal fees will be reviewed and disagreements will be discussed and resolved by the parties.

13. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

14. GENERAL ADMINISTRATION AND MANAGEMENT

The Public Works Field Supervisor of the City of Lake Forest Park or his/her designee, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

15. HOLD HARMLESS AND INDEMNIFICATION

- A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from any actions by any work crew member while that work crew member is under County supervision and/or negligent or willful acts or omissions of Contractor, its officers, employees and agents in performing this agreement. For purposes of this agreement it is agreed that work crew members are not agents of the County.
- B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employee and agents from any and all costs, claims, judgements or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this agreement.
- C. The provisions of A and B shall survive the expiration or termination of this agreement.

16. INSURANCE

King County maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. Contractor shall respond to all injury claims made by Crew Supervisors in accordance with King County procedures governing worker's compensation.

17. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

18. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

19. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor. Nothing in this Agreement shall be construed to convert the work crew members, the work crew supervisor or any of Contractor's officers, agents, or employees into City employees.

20. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

21. TERMINATION

- A. This Agreement may be terminated by either party without cause, in whole or in part, prior to the date specified in Section II, by providing either party thirty- (30) days advance written notice of the termination.

- B. Either party may terminate this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) There is a material breach of any duty, obligation, or service required pursuant to this Agreement; or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
- C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

22. NO THIRD-PARTY BENEFICIARIES.

There are no third-party beneficiaries to this agreement. No person or entity other than a party to this agreement shall have any rights hereunder or any authority to enforce its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2012.

CONTRACTOR

By: _____
Claudia Balducci, DAJD Director

CITY OF KENMORE

By: _____
Frederick Stouder, City Manager

Approved as to Form:

By: _____
King County
Prosecuting Attorney's Office

Approved as to form:

By: _____
Kenmore City Attorney

EXHIBIT A

KING COUNTY, DAJD & CITY OF KENMORE

SCOPE OF WORK

Part 1

Work will be under the direction of, City of Lake Forest Park Public Works Field Supervisor. Work will be performed along street right-of-way and parks in City of Kenmore.

Part 2 – TURF

1. All turf shall be mowed to a height of two inches to two and one-half inches.
2. All turf around posts, fences, trees, shrubs and other obstructions shall be trimmed at each mowing. Care will be taken not to damage structures or trees with equipment.
3. All turf areas shall be edged at sidewalks, curbs, and beds on a schedule specified in the Maintenance Schedule. Edging will be done with a bladed power edger. Edging of sidewalk and curbs shall be performed so as to expose the entire top surface.

Part 3 – TREES, SHRUBS AND GROUND COVER

1. Any damage to desirable plant material as a result of Contractor negligence will be remedied by the Contractor, at his or her expense, in a timely manner acceptable to the Contract Administrator.
2. Ground cover shall be trimmed at the edge of hard surfaces (sidewalks and curb), and bed areas. Ground cover shall be trimmed to prevent encroachment into shrub and tree areas.
3. Shrubs shall be trimmed or sheared to maintained desired shape and function as needed to provide a neat, trimmed appearance..

Part 4 – HARD SURFACES

1. Sidewalks, curbs and other hard surfaces shall be left free of leaves, litter and debris at the end of each mowing or trimming activity. The use of power blowers is

acceptable; however, accumulations of debris must be removed from the site and not blown onto adjacent property or street surfaces.

2. Undesirable vegetation in sidewalks, curbs and other hard surfaces shall be removed.

Part 5 – DRAINAGE DITCHES AND CULVERTS

1. Identified drainage ditches shall be mowed and weedwhacked and culvert pipe ends opened. After cleaning drainage ditches all debris including grass or brush of any kind must be removed from the ditch
2. Culvert openings will be opened with hand tools only and so that the bottom of the drainage pipe is exposed.

Part 6 – OTHER SERVICES

1. Leaves shall be removed from all maintained areas including, turf, beds, and hard surfaces.
2. All litter, debris, and animal feces shall be removed from turf, beds, and hard surfaces.
3. All encroaching neighboring vegetation, including brush, trees, and shrubs, shall be kept away from roads, walkways and maintained areas. Vegetation shall be cut back approximately one-foot beyond the walkway edge and parallel with the plane of the walkway. A seven-foot vertical clearance must be kept along walkways for pedestrian clearance.
4. Windfall branches and debris shall be removed from all developed areas for disposal by the Contractor. Removal of wind fallen trees are not in the contract.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Ordinance No. 12-0335 of the City of Kenmore, Washington; Adopting a New Chapter 8.40 of Kenmore Municipal Code for Special Events			February 27, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Land Development and Permitting	Bryan Hampson	Bryan Hampson	425-398-8900
COST OF PROPOSAL: <u>Staff Cost:</u> Staff time to prepare City Attorney time to review		ACCOUNT NUMBER: 01 59 5001 Regular Salary & Wages	
AMOUNT BUDGETED: The 2011/2012 biennium budget includes regular salaries and wages and City Attorney expenses		NAME AND FUND #: General Fund 01	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1. Ordinance No. 12-0335 with attached Kenmore Municipal Code Chapter 8.40, Special Events (Exhibit A).			
EXECUTIVE SUMMARY: In order to assist the community in providing, planning and managing events partially or completely within Kenmore, a Special Events Ordinance is being proposed. It is recognized that special events enhance the Kenmore lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services. By recognizing special events, it is further intended to ensure the health and safety of patrons of special events, to ensure proper parking and traffic flow, to prohibit illegal activity from occurring within special event venues, and to protect the rights and interests granted the special event permit holder and the community. Special events include activities conducted on public or private property that affects the ordinary use of the property, or has a significant impact on land use, traffic or emergency services. Special events include activities such as parades, runs, walks, block parties, street fairs, art festivals, concerts, and farmers markets. The City expects to see a variety of special event applications ranging from six to twelve per year. Currently, special events are processed through both the City's right-of-way and business licensing regulations. The right-of-way process adequately addresses road restrictions and street closures. However, it does not consider all of the other impacts to the community, public resources and health and safety. The business license process is limited to events such as live entertainment and carnivals and also does not consider all of the other impacts to the community, public resources and health and safety.			

I:\City Clerk\AGENDA ITEMS\Land Development & Permitting\2012 Council Meetings\February 27, 2012\Agenda Bill Summary_Special Events.doc

VIIA. Ordinance No. 12-0335 of the City of Kenmore, Washington; Adopting a New Chapter 8.40 of Kenmore Municipal Code for Special Events – Bryan Hampson, Director of Land Development and

The new special events code language is very similar to the cities surrounding Kenmore. In fact, the special event program in the cities of Shoreline, Bellevue, Bothell, Mountlake Terrace, and Edmonds were all evaluated and where applicable incorporated into Kenmore's program. Additionally, the proposed special events program meets Washington Cities Insurance Authorities recommendations. The fees have been previously established in the 2011 Fee Schedule. The City's current fee is \$100, and is comparable to fees charged by other Washington Cities.

For example, an event was conducted last summer in Kenmore that may have benefited from a special events process. For this particular event, the impacts to the community were not considered. Two similar events are anticipated this spring and summer. The City, community and event organizers will benefit by having a special event process in place.

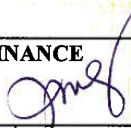
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:

Ordinance No. 00-0094 & 98-0042 regarding noise exemptions;
Ordinance No. 98-0017 regarding business licenses for amusement places; and
Resolution No. 12-194, 2012 Fee Schedule, adoption of special event permit fee.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Adopt Ordinance No. 12-0335 of the City of Kenmore, Washington, Adopting the City of Kenmore, Washington Special Events Ordinance

**REVIEWED BY FINANCE
DIRECTOR:**



**REVIEWED BY CITY
ATTORNEY:**
D.R. – 2/13/2012

APPROVED BY CITY MANAGER:



TODAY'S DATE:
2/14/2012

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):
I:\City Clerk\AGENDA ITEMS\Land
Development & Permitting\2012 Council
Meetings\February 27, 2012
...February 27, 2012

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 12-0335

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON; ADOPTING A NEW CHAPTER 8.40 OF THE KENMORE MUNICIPAL CODE ESTABLISHING REGULATIONS AND A PERMITTING PROCESS FOR SPECIAL EVENTS; AMENDING SECTIONS 8.05.020.J, 8.10.020, 12.35.020.A, 12.40.020.A, AND 18.10.040.C OF THE KENMORE MUNICIPAL CODE TO PROVIDE CONSISTENT CROSS-REFERENCING TO CHAPTER 8.40 KMC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that special events enhance the Kenmore life style and provide benefits to the citizens the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services; and

WHEREAS, the City Council desires to adopt new regulations for special events.

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

Section 1. Adoption of Chapter 8.40 of the Kenmore Municipal Code (KMC), Special Events. The City Council adopts Chapter 8.40 KMC as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 2. Amendment. KMC 8.05.020(J) "Public Nuisance and Disturbance Noises" is amended to read as follows:

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

Section 3. Amendment. KMC 8.10.020, "Sale, Possession, Use, and Discharge of Fireworks Unlawful - Exceptions" is amended to read as follows:

No person shall possess, use or discharge any fireworks within the city, nor shall any person offer for retail sale or sell any fireworks within the city. Except as authorized by a state license and city special event permit granted pursuant to RCW 70.77.260(2) (Public display), RCW 70.77.311(2) (Use by individual or

group for religious or other specified purpose on approved date and at approved location) or Chapter 8.40 KMC, no person shall ignite, explode or discharge any fireworks within the city.

Section 4. Amendment. KMC 12.35.020(A), "Permit Required for Improvement or Use – Application Processing" is amended to read as follows:

A. Permits Required. City street right-of-way shall not be privately improved or used for access or other purposes and no development approval shall be issued which requires use of privately maintained city right-of-way unless a permit has been issued pursuant to this chapter, except for utility construction work authorized pursuant to Chapter 12.55 KMC or special event permits approved and permitted in accordance with Chapter 8.40 KMC.

Section 5. Amendment. KMC 12.40.020(A), "Permit Requirement" is amended to read as follows:

A. Special use permits shall be required for any use of city property, except uses regulated pursuant to Chapter 12.55 KMC relating to utility permits ~~and~~, Chapter 12.35 KMC relating to city street system right-of-way use permits, or special event permits approved and permitted in accordance with Chapter 8.40 KMC.

Section 6. Amendment. KMC 18.10.040(C), "Conformity With This Title Required" is amended to read as follows:

C. All land uses and *development* authorized by this title shall comply with all other regulations and/or requirements of this title as well as any other applicable local, state or federal law. Where a difference exists between this title and other *city* regulations, the more restrictive requirements shall apply, except for special event permits approved and permitted in accordance with Chapter 8.40 KMC.

Section 7. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 8. 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 _____, 2011

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Lynn Suskin, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

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

EXHIBIT A

Chapter 8.40 Special Events

Sections:

8.40.010	Title.
8.40.015	Purpose.
8.40.020	Definitions.
8.40.025	Special Event Permit Required.
8.40.030	Exceptions to Special Event Permit Requirement.
8.40.035	Issuance of Special Event Permit Does Not Obligate City Services.
8.40.040	Priority of Special Event Permit Issuance.
8.40.045	Use of City Seal or Name Prohibited.
8.40.050	Time for Filing Application for Special Events Permit.
8.40.055	When Application for Special Event Permit is Deemed Complete.
8.40.060	Date of Special Event Not Confirmed Until Permit Issued.
8.40.065	Content of Special Event Permit Application.
8.40.070	Conditions Affecting the Issuance of a Special Event Permit.
8.40.075	Denial of Special Event Permit.
8.40.080	Display of Special Event Permit Required.
8.40.085	Contents of Special Permit.
8.40.090	Insurance Required to Conduct Special Event.
8.40.095	Waiver of Insurance Requirements.
8.40.100	Revocation of Special Event Permit.
8.40.105	Cost Recovery for Special Event.
8.40.110	Expressive Activity Special Event.
8.40.120	City Manager Authorized to Adopt Rules and Regulations.
8.40.125	Enforcement Authority.
8.40.130	Unlawful to Conduct or Promote Attendance at Special Event without Permit.
8.40.135	Other Permits and Licenses.
8.40.140	Unlawful to Sell Goods in Special Event Venue without Authorization.
8.40.145	Unlawful Selling Tickets to Special Event within Special Event Venue.
8.40.150.	Unlawful to Display Signs in Special Event Venue.
8.40.165	Unlawful to Interfere with Special Event or Demonstration.
8.40.170	Cost Recovery for Unlawful Special Event.

8.40.010 Title.

This Chapter shall be known as the “Special Events Ordinance.”

8.40.015 Purpose.

It is the purpose of the City Council to establish a process for permitting *special events* conducted by the private sector on private or public property that affects the ordinary use of the property, and to use City *streets*, facilities or services. It is recognized that these *special events* enhance the Kenmore lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental

EXHIBIT A

services. By recognizing *special event venues*, it is further intended to supersede other City regulations, to provide a coordinated process for the regulation of certain activities to be conducted in conjunction with *special events*, to ensure the health and safety of patrons of *special events*, to prohibit illegal activity from occurring within *special event venues*, and to protect the rights and interests granted a *special event permit* holder.

8.40.020 Definitions.

A. "Building" means any structure used or intended for supporting or sheltering any use or occupancy. It includes push carts or sidewalk cafes, for which the sale of *goods*, food or beverages has been authorized.

B. "City Manager" means the City of Kenmore city manager or his or her designee(s).

C. "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.

D. "Event" is a *special event*.

E. "Event Organizer" means any person who conducts, manages, promotes, organizes, aids or solicits attendance at a commercial or non-commercial *special event*.

F. "Expressive activity" includes conduct the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.

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

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

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

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

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

L. "Special Event" means any of the following:

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

2. Any organized assemblage of seventy-five (75) or more persons at any public beach or public park which is to gather for a common purpose under the direction and control of a person.

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

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

EXHIBIT A

- M. "Special Event Permit" means a permit issued under this Chapter.
- N. "Special Event Venue" means that area for which a *special event permit* has been issued.
- O. "Street" means a way or place of whatever nature, publicly maintained and open to use of the public for purposes of vehicular travel. *Street* includes highway.
- P. "Vendor" means any person who sells or offers to sell, any *goods*, food, or beverages within a *special event venue*.

8.40.025 Special Event Permit Required.

- A. Except as provided in this Chapter, any person that is an *event organizer* and conducts, promotes, manages, aids, or solicits attendance at a *special event* shall obtain a *special event permit* from the *City Manager*.
- B. The *City Manager* is authorized to issue permits for *special events* occurring within the city limits of the City pursuant to this Chapter. The *City Manager* is authorized to determine the *special event venue*. The *City Manager* shall set reasonable boundaries for the *special event venue*, balancing the *special event* requirements and public health, safety, and welfare. The *City Manager* is authorized to coordinate the issuance of a *special event permit* with other public agencies through whose jurisdiction or property the *event* or portion thereof occurs and to issue a *special event permit* upon the concurrence of other public agencies involved.

8.40.030 Exceptions to Special Event Permit Requirement.

- A. A *special event permit* is not required for any activity listed in Section 8.40.030 (C).
- B. Although not required to obtain a *special event permit*, an *event organizer* of an activity exempted pursuant to Section 8.40.030 (C) is required to comply with all other local, state and federal regulations applicable to the activity.
- C. The following activities are exempt from the *special event permit* requirement:
 - 1. Funeral processions by a licensed mortuary;
 - 2. Weddings and wedding processions;
 - 3. Lawful picketing on *sidewalks*;
 - 4. *Special events* with fewer than seventy-five people;
 - 5. *Special events* that are sponsored or conducted by the City of Kenmore, and activities conducted by other governmental agency acting within the scope of its authority;
 - 6. A fireworks display involving an assembly of persons gathered on City public property for the primary purpose of watching such fireworks display, unless the fireworks display also involves the sale of food or alcohol at a location not exempted by Section 8.40.030(C)(8);
 - 7. *Special events* conducted entirely on private property intended for such activities that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services. However an application for a *special event* may be submitted for any *special event* conducted on private property if the *event organizer* so desires; and
 - 8. Activities held inside a *building* or a facility intended for such activities.

8.40.035 Issuance of a Special Event Permit Does Not Obligate City Services.

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

EXHIBIT A

8.40.040 Priority of Special Event Permit Issuance.

Except for *events* sponsored by the City, and wherever possible, priority shall be given for the issuance of a *special event permit* to local Tax-exempt Non-profit Organizations operating in and providing services to the citizens of the City or County.

8.40.045 Use of City Seal or Name Prohibited.

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

8.40.050 Time for Filing Application for Special Event Permit; Time for Notifying City Manager of Demonstration.

A. An application for a *special event permit* shall be filed with the *City Manager* not less than sixty (60) calendar days, nor more than two (2) years, before the time when it is proposed to conduct the *special event*. Upon good cause shown and provided that there is no significant risk or burden to the City, the *City Manager* may, in his or her discretion, allow a later filing.

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

8.40.055 When Application for Special Event Permit Is Deemed Complete.

An application for a *special event permit* is deemed completed when the applicant has provided all of the information required in Section 8.40.065 including any additional information required by the *City Manager*, and the application has been approved by any City department designated by the *City Manager*.

8.40.060 Date of Special Event Not Confirmed Until Permit Issued.

Notwithstanding the *City Manager*’s acceptance of a completed application, no date shall be considered confirmed until a *special event permit* is issued.

8.40.065 Content of Special Event Permit Application.

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

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

8.40.070 Conditions Affecting the Issuance of a Special Event Permit

A. The *City Manager* may issue a *special event permit*, when all of the conditions listed in Sections 8.40.070(1) – (10) are met.

- 1. The *event* will not substantially interrupt the safe and orderly movement of aerial or marine navigation.
- 2. The *event* will not substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route.
- 3. The *event* will not cause an unresolvable conflict with construction or development in the public right-of-way or at a public facility.

EXHIBIT A

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

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

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

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

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

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

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

B. To make the determination under Section 8.40.070 (A), the *City Manager* shall consider pedestrian and traffic circulation, traffic volume and population density.

C. In order to ensure that the conditions in Section 8.40.070 (A) are met, the *City Manager* may place conditions on the *special event permit*.

8.40.075 Denial of a Special Event Permit.

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

1. Provide a sufficient number of traffic controllers trained, certified and appointed pursuant to the City’s road standards;
2. Provide sufficient monitors for crowd control and safety;
3. Provide sufficient safety, health or sanitation equipment, services or facilities that are reasonably necessary to ensure that the *event* will be conducted with due regard for safety;
4. Provide sufficient off-site parking or shuttle service, or both, when required to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the *event*; or
5. Meet all of the requirements for submitting an application for a *special event permit*.

B. The *City Manager* may deny a *special event permit* if the *City Manager* determines that:

1. The *event* will create the imminent possibility of violent disorderly conduct likely to endanger public safety or to result in significant property damage;
2. The *event* will violate public health or safety laws;
3. The *event* fails to conform to the requirements of law or duly established City Ordinance;
4. The applicant demonstrates an inability or unwillingness to conduct an *event* pursuant to the terms and conditions of this Chapter;
5. The applicant has failed to conduct a previously authorized or exempted *special event* in accordance with law or the terms of a permit, or both;
6. The *event* will require the exclusive use of beach or park areas during any period from Memorial Day through Labor Day in a manner which will adversely impact upon the reasonable use or access to those areas by the general public;

EXHIBIT A

7. The applicant has not obtained the approval of any other public agency within whose jurisdiction the *special event* or portion thereof will occur;

8. The applicant has failed to provide an adequate first aid or emergency medical services plan based on *event* risk factors; or

9. The applicant has failed to comply with any term of this Chapter, or with any condition of a *special event permit* previously issued to the applicant.

C. If the *City Manager* denies the application for the *special event permit* pursuant to Section 8.40.075, he or she shall notify the applicant in writing as soon as is reasonable practical. The *City Manager's* decision shall be final.

8.40.080 Display of Special Event Permit Required.

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

8.40.085 Contents of Special Event Permit.

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

1. The location of the *special event venue*, which may be identified by a map attached to the *special event permit*;

2. The date, assembly area, time for assembly and starting time of the *special event*;

3. The specific route plan to the *special event*;

4. The minimum and maximum speeds of the *special event*;

5. The number of persons, number and types of animals, vehicles and bands, other musical units and equipment capable of producing sound, if any, and limitations thereon pertaining to noise mitigation;

6. The maximum interval of space to be maintained between booths or other structures to be used for the *special event*;

7. The portion of the *street and sidewalk* that is to be occupied by the *event* and the location of reviewing or audience stands, if any;

8. The number and location of traffic controllers, monitors, other support personnel and equipment and barricades to be furnished by the *special event organizer*,

9. The area and time for disbanding;

10. Conditions or restrictions on the use of alcoholic beverages and authorization for and conditions of the exclusive control or regulation of *vendors* and related sales activity by the *event organizer* during the *special event*;

11. Provisions for any required emergency medical services; and

12. Such other information and conditions as are reasonably necessary for the conduct of the *special event* and the enforcement of this Chapter, including the requirement for the on-site presence of the *event organizer* or its designated representative for all *event* coordination and management purposes.

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

EXHIBIT A

8.40.090 Insurance & Indemnity Required to Conduct Special Event.

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

B. Except as provided in Section 8.40.090(C), comprehensive general liability insurance coverage required by Section 8.40.090 (A) shall be in a combined single limit of at least one million dollars (\$1,000,000).

C. If the *special event* is of a demonstrated high or low risk category, according to recognized insurance and risk management standards, the *City Manager* may authorize a greater or lesser amount of coverage than required by Sections 8.40.090 (A) and (B), or may require a particular type of insurance coverage different from that specified in Sections 8.40.090 (A) and (B).

D. The insurance required by Section 8.40.090 (A) shall encompass all liability insurance requirements imposed for other permits required under other sections of this Code and is to be provided for the benefit of the City and not as a duty, express or implied, to provide insurance protection for spectators or participants.

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

F. As a condition to the issuance of any *special events permit*, the applicant shall agree to defend, indemnify and hold harmless the city, its officers, employees and agents for any and all suits, claims or liabilities caused by, or arising out of any use authorized by such permit, in a form approved by the City Attorney.

8.40.095 Waiver of Insurance Requirements.

A. Except for *special events* where the sale of alcoholic beverages is authorized or where a traffic control plan is required the insurance requirements of Section 8.40.090 may be waived by the *City Manager*.

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

8.40.100 Revocation of Special Event Permit.

A. Any *special event permit* issued pursuant to this Chapter is subject to revocation pursuant to this Section.

B. A *special event permit* may be revoked if the *City Manager* determines:

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

EXHIBIT A

C. Except as provided in Section 8.40.100(D), notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

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

8.40.105 Cost Recovery for Special Events.

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

1. City personnel involvement in *event* traffic control, fire safety or other facility or *event* support; and

2. The use of City equipment and other non-personnel expense.

B. The *City Manager* shall require payment of fees required pursuant to Section 8.40.105 (A), or a reasonable estimate thereof, at the time the completed application is approved, unless the *City Manager* for good cause extends time for payment.

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

8.40.110 Expressive Activity Special Event.

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

1. Where the *special event* will not require temporary street closures, cost recovery, pursuant to KMC 8.40.105, shall be limited solely to a fee based on the cost of processing the permit application.

2. The insurance requirement of KMC 8.40.090 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

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

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

EXHIBIT A

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

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

C. Sections 8.40.070 and 8.40.075 of this chapter shall not apply to *expressive activity* special events.

8.40.120 City Manager Authorized to Adopt Rules and Regulations.

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

8.40.125 Enforcement Authority.

The *City Manager* is authorized to administer and enforce the provisions of this Chapter. The *City Manager* and his or her designated Code Enforcement Officer may exercise any enforcement powers as set forth in Chapter 1.20 of this Code.

8.40.130 Unlawful to Conduct or Promote Attendance at Special Event without Permit.

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

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

8.40.135 Other Permits and Licenses.

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

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

EXHIBIT A

8.40.140 Unlawful to Sell Goods in Special Event Venue without Authorization.

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

- A. From any Building; or
- B. From any tent, booth or temporary structure expressly authorized pursuant to a *special event permit*; or
- C. As authorized pursuant to a conditional use permit pursuant to the City of Kenmore Zoning Code.

8.40.145 Unlawful Selling of Tickets to Special Event within Special Event Venue.

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

- A. From any ticket office, booth, or other similar place established and maintained for the purpose of selling tickets; and,
- B. With the express authorization of the *City Manager* pursuant to a *special event permit*.

8.40.150 Unlawful to Display Signs in Special Event Venue

It is unlawful for any person to place, post, paint, erect, display, secure, or maintain any *sign* or advertising in violation of those provisions of Chapter 18.42 of this Code, regulating *signs* and advertising displays, except with the express authorization of the *City Manager* pursuant to a *special event permit*.

8.40.165 Unlawful to Interfere with Special Event or Demonstration.

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

8.40.170 Cost Recovery for Unlawful Special Event.

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

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to purchase a Tymco Model 600 Regenerative Air Sweeper in the amount of \$203,971.13 under Contract No. 12-C979 Interlocal Agreement with HGAC for Cooperative Purchasing.			February 27, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Works	Jennifer Gordon	Jennifer Gordon	425-398-8900
COST OF PROPOSAL: Administrative Staff Time \$203,971.13		ACCOUNT NUMBER: 50.00.7110 \$116,667.00 41.00.7006 \$87,304.13	
AMOUNT BUDGETED: \$116,667.00		NAME AND FUND #: Equipment Replacement Fund 50 Surface Water Management Fund 41	
ATTACHMENT(S) TO AGENDA PACKET ITEM: HGACBuy Contract Pricing Worksheet			
SUMMARY STATEMENT: To increase the level of service and efficiencies, the City purchased its first street sweeper (2004 Tymco 600) in 2004. The work had been done previously by contract with King County. Aggressive street sweeping is an important part of routine maintenance. Street sweeping not only helps keep city streets clean, but also aids in keeping debris out of the surface water system. Leaves and woody debris can easily cover and clog the inlets to the surface water system. Keeping our surface water systems clean and functioning is important for complying with the Phase II NPDES permit. The 2004 Tymco 600 street sweeper was originally scheduled for replacement during the 2009-2010 biennium, but it was decided to not purchase the replacement until 2012. Street sweepers can last between 6 to 9 years before the cost of maintenance starts to increase rapidly. Staff has researched and has demoed several street sweepers, two of which are available for purchase through the Washington State General Administration Contracts, the Elgin and Allianz (no longer available on the contract). The current model of the Tymco 600 sweeper that is available through the HGACbuy cooperative purchasing contract, was also demoed. After much consideration staff recommends the purchase of a new Tymco 600 Regenerative Air Sweeper to best fit the needs of the City based on both equipment performance and cost. In general, the cost of street sweepers has greatly increased in eight years since the last street sweeper was purchased. The increase in price is due to many factors such as the increase in cost for steel, fuel, tires and chassis options, but the biggest cause of the inflation is a result of the new emission requirements for engines. The cost of the new street sweeper is \$203, 971.13. \$116,667.00 is available in the street sweeper replacement fund. It is unclear how the replacement fund was set up when the 2004 Tymco 600			

VIIB. Authorize the City Manager to Purchase a Tymco Model 600 Regenerative Air Sweeper in the Amount of \$203,971.13 under Contract No. 12-C979 Interlocal Agreement with HGAC for

was purchased, but it is not enough to purchase the new street sweeper.

Staff would recommend to surplus and auction the 2004 Tymco street sweeper with the anticipation of receiving \$30,000 to \$40,000 in revenue that would go towards the purchase of the new street sweeper. The remaining funds (\$50,000 to \$60,000) would come out of the Surface Water Fund.

The street sweeper has been used in both the City of Kenmore and the City of Lake Forest Park. The City of Lake Forest Park is charged an hourly usage rate for the street sweeper (\$38.62 per hour); this brings in approximately \$15,000.00 in revenue annually. With the purchase of a new sweeper the City would increase the usage rate charged to the City of Lake Forest Park to \$59.00 per hour, increasing total annual revenue to approximately \$23,000 (the hourly usage rate for the sweeper is based on the current FEMA Schedule of Equipment Rates). The revenue generated goes directly back to the Surface Water Management Fund.

Staff will set up a new replacement program to adequately fund a future sweeper purchase.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:

Effective and efficient services

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

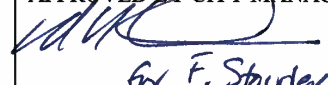
Authorize the City Manager to purchase a Tymco Model 600 Regenerative Air Sweeper in the amount of \$203,971.13 under Contract No. 12-C979 Interlocal Agreement with HGAC for Cooperative Purchasing.

**REVIEWED BY FINANCE
DIRECTOR:**



**REVIEWED BY CITY
ATTORNEY:**

APPROVED BY CITY MANAGER:


for F. Stouder

TODAY'S DATE:
2/1/2012

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):

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works\2012 council
meetings\02.27.12\agenda bill street
sweeper purchase.docm

