

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
REVISED City Council Regular Meeting
7:00 p.m., Monday, June 10, 2013
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

If you have any questions or to confirm agenda items prior to the meeting, or if you require special accommodations, please call the City Clerk at 425-398-8900. You may also stop by City Hall at 18120 68th Avenue NE, Kenmore. Council agendas are also available on our website at www.kenmorewa.gov.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PROCLAMATIONS

- A. Childhood Cancer Awareness Week Proclamation - June 23-29, 2013
- B. Mark Childers Day Proclamation - June 28, 2013

VI. CITIZEN COMMENTS

This is an opportunity to express your views on issues that are important to you and to the community. Please limit your comments to three (3) minutes.

VII. CONSENT AGENDA

- A. Approve Minutes of the May 20, 2013 City Council Special & Regular Study Session Meeting
- B. Approve Check Nos. 27862 - 27952 in the Amount of \$361,459.75 and Electronically Transferred Payroll Funds Totaling \$63,129.50 for the Period Ending May 29, 2013
- C. Cancel Regular City Council Meeting for June 17, 2013 Due to City Council Retreat

VIII. BUSINESS AGENDA

VIII. BUSINESS AGENDA

- A. **Adopt Resolution Approving Kenmore Village Purchase & Sale Agreement** - Rob Karlinsey, City Manager
 > **Public Comment** Regarding Kenmore Village Purchase & Sale Agreement
- B. **BREAK** (20 minutes)
- C. **Adopt Zayo Group Franchise Ordinance No. 13-0359** - Jennifer Gordon, Public Works Operations Manager
- D. **Adopt 2012 Washington State Building Codes with Amendments - Ordinance No. 13-0360** - Bryan Hampson, Development Services Director

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCILMEMBER INITIATIVES

XII. EXECUTIVE SESSION

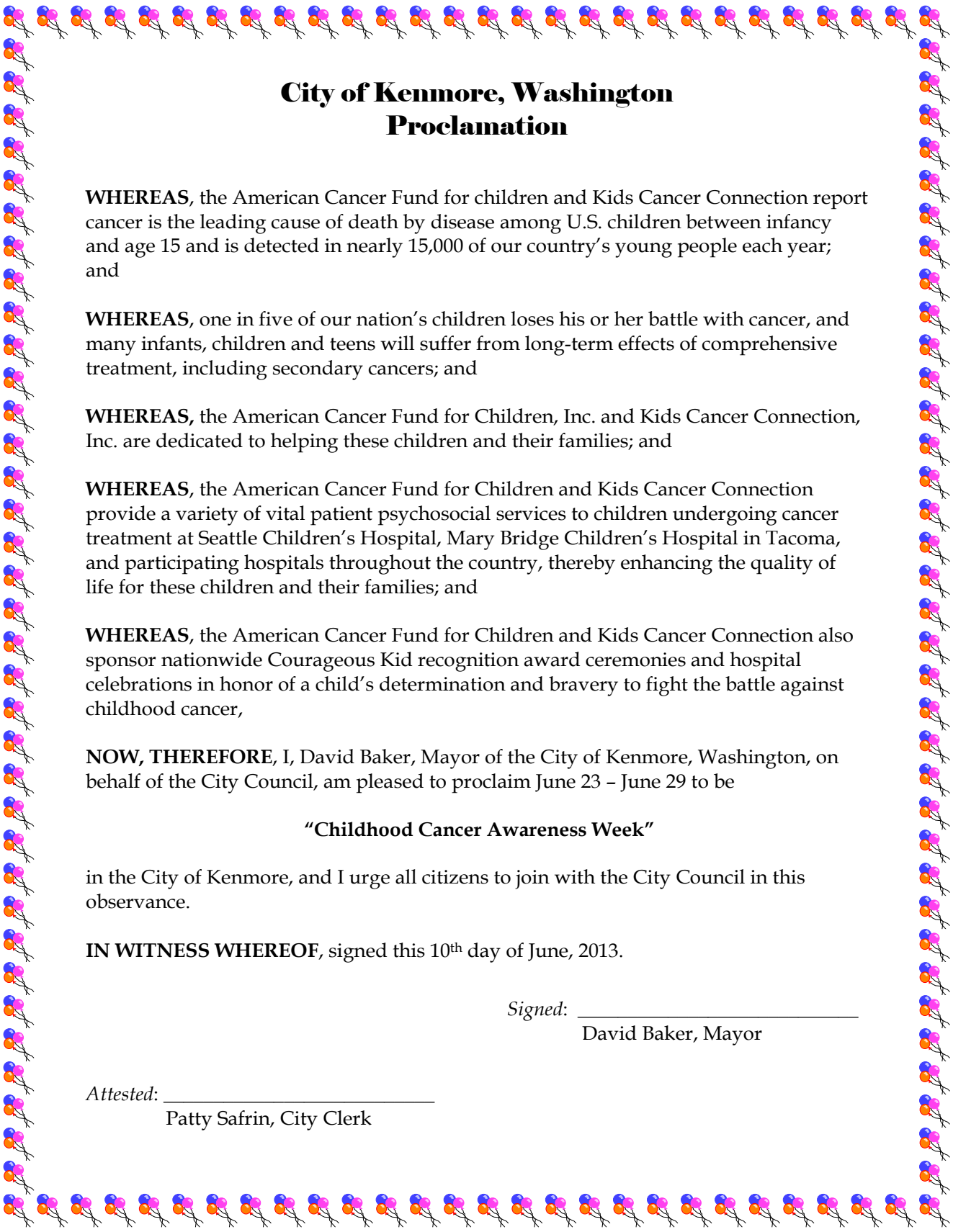
Pursuant to RCW 42.30.110(1)(i), Litigation

XIII. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

XIV. ADJOURNMENT

Upcoming Meetings:

Thurs., June 13, 2013 Special Joint Kenmore/Lake Forest Park City Council Meeting at LFP 7 p.m.
Monday, June 17, 2013 City Council Regular Meeting Canceled due to City Council Retreat
Monday, June 17, 2013 City Council Retreat at Bastyr University Board Room 5:00 p.m.
Monday, June 24, 2013 City Council Regular Meeting 7:00 p.m.



City of Kenmore, Washington Proclamation

WHEREAS, the American Cancer Fund for children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15 and is detected in nearly 15,000 of our country's young people each year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer, and many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Seattle Children's Hospital, Mary Bridge Children's Hospital in Tacoma, and participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor nationwide Courageous Kid recognition award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer,

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, Washington, on behalf of the City Council, am pleased to proclaim June 23 – June 29 to be

"Childhood Cancer Awareness Week"

in the City of Kenmore, and I urge all citizens to join with the City Council in this observance.

IN WITNESS WHEREOF, signed this 10th day of June, 2013.

Signed: _____
David Baker, Mayor

Attested: _____
Patty Safrin, City Clerk

**City of Kenmore, Washington
Proclamation**

WHEREAS, Deputy Childers has been a Deputy with the King County Sheriff's Office for the last 28 years; and

WHEREAS, Deputy Childers has served the Kenmore community as their Storefront Officer since August 31, 1998; and

WHEREAS, Deputy Childers has served as School Resource Officer with the Northshore School District, specifically Inglemoor High and Kenmore Junior High schools, for the last eighteen years; and

WHEREAS, Deputy Childers has assisted countless Kenmore residents during neighborhood disputes and has successfully brought the disputes to a reasonable resolution; and

WHEREAS, Deputy Childers has successfully managed the 45 block watches established in Kenmore by providing them with monthly crime trends and crime prevention tips; and

WHEREAS, Deputy Childers has facilitated over a dozen Junior High School Academies where police-related topics were taught to seventh through ninth graders; and

WHEREAS, Deputy Childers has facilitated the annual 10-week Citizens' Academy where Kenmore residents gained a better understanding of police work and the resources available to them; and

WHEREAS, Deputy Childers coordinated the annual Bicycle Rodeo, where bicycle safety was taught to children; teen dances for the junior high students; and the National Night Out Against Crime barbeque; and

WHEREAS, Deputy Childers managed two police volunteers and assisted with daily checks of Kenmore residences for the City's vacation house check program, and conducted free home and business security surveys, helping citizens and business owners to reduce their chances of becoming victims of burglary; and

WHEREAS, Deputy Childers conducted the annual sixth grade drug and safety awareness classes that taught children the meaning of respect, personal safety and drug awareness; and

WHEREAS, Deputy Childers assisted King County at the annual Crossing Guard Academy, instructing students in the correct techniques to safely assist students crossing Kenmore's busy streets to and from school; and

WHEREAS, Deputy Childers assisted in facilitating the Crime Free Multi-Housing seminar, where landlords and apartment managers were taught how to deal with domestic violence and drug-related issues; and

WHEREAS, Deputy Childers has routinely assisted patrol in responding to calls for service in conjunction with a very busy daily schedule; and

WHEREAS, Deputy Childers has the highest ethics and has been an excellent role model, both as a law enforcement professional and educator, demonstrating integrity, courtesy and accountability,

NOW, THEREFORE, on behalf of the Kenmore City Council and in honor of Deputy Childers' outstanding devotion to duty and exceptional service to the citizens of the City of Kenmore since 1998, I hereby proclaim **June 28, 2013**

DEPUTY MARK CHILDERS DAY

in the City of Kenmore, Washington, and I urge all citizens to join with us in celebrating his career and promoting safety in the City through crime prevention awareness and community cooperation.

ATTEST:

David Baker, Mayor

Patty Safrin, City Clerk

**City of Kenmore
City Council Special & Regular Meeting - Study Session
Minutes
May 20, 2013**

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

EXECUTIVE SESSION

Mayor Baker recessed the special meeting at 6:00 p.m. to an executive session to discuss Property Disposition, pursuant to RCW 42.30.110(1)(c), and Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately one hour and no action is anticipated when the meeting is reconvened.

ADJOURNMENT – Mayor Baker adjourned the special meeting at 7:00 p.m.

CALL TO ORDER – Mayor Baker called the regular meeting to order at 7:02 p.m.

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

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Engineering & Environmental Services Director; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

STUDY SESSION AGENDA

SR 520 Update – Nancy Ousley, Assistant City Manager, and Dave Becher and Stacey Howery of the Washington State Department of Transportation (WSDOT) were present to give a brief PowerPoint presentation in which they provided a description of the SR 520 program and gave an overview of completed, ongoing and upcoming construction activities. They showed photos of the Kenmore Industrial Park both before improvements were made and of current conditions. Project Director Becher stated that the work in Kenmore will probably continue into 2015. They were also available to answer any questions.

March 2013 Financial Report – Joanne Gregory, Finance & Administration Director, was present to give a brief staff report in which she noted current economic conditions, at both the national and State levels, which may impact the City and reviewed the City's year-to-date revenues and expenditures. She was also available to answer any questions.

Adopt Resolution No. 13-216 Supporting a 2013 State Transportation Investment Package – Nancy Ousley, Assistant City Manager, was present to give a brief staff report, noting that the Association of Washington Cities (AWC), Sound Cities Association (SCA), and many other organizations are coming forward with this type of statement expressing support for the legislature to act on a transportation investment package this year. She was also available to answer any questions.

Councilmember Rogers moved to Adopt Resolution No. 13-216 Supporting a 2013 State Transportation Investment Package. Councilmember Van Ness seconded the motion. The motion passed unanimously.

STAFF REPORT

Kris Overleese, City Engineer, stated that the West A segment of SR 522 is currently in design and that it is important to the City to get a left U-turn pocket at approximately 65th Avenue NE. She stated that staff has met and corresponded with WSDOT staff, stressed how important this is to the City, and requested that they put their support for the concept in writing. She distributed a copy of a letter to Kent Vaughan, Senior Engineer, from Matt Beaulieu, WSDOT Area Traffic Engineer for North King County, in which he stated, "While approval would be dependent on the specific channelization design, WSDOT supports the project and we have no opposition to the idea of providing eastbound U-turn/left turn access at approximately 64th as part of the project." However, City Engineer Overleese stated that this is not a formal approval or a promise from WSDOT. City Manager Karlinsey indicated that the City will make every effort to get that element approved in the final design package.

CITY COUNCILMEMBER COMMENTS/REPORTS

Councilmember Brent Smith thanked the City Manager, Assistant City Manager, and any other staff who were involved in putting together the May 16th Business Networking Event.

Councilmember Allan Van Ness reported on a recent second quarter board meeting for the Economic Development Council of Seattle (formerly Enterprise Seattle).

Councilmember Rogers reminded all of the upcoming Parks Forum.

Mayor Baker discussed concerns and suggestions brought up by citizens at a recent Coffee with Council. He reported on recent meetings with the Governor, King County Executive Dow Constantine, and new WSDOT Director Lynn Peterson. He reminded everyone of the upcoming June 13 joint meeting with Lake Forest Park at the Lake Forest Park City Hall.

ADJOURNMENT

There being no further business, Mayor Baker adjourned the meeting at 7:53 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

DRAFT

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 27862-27952 which total \$361,459.75, and electronically transferred payroll funds which total \$63,129.50 are just , due and unpaid obligations against the City of Kenmore/KingCounty/Washington, and that I am authorized to authenticate and certify to said claims.

 5/29/13
City Manager Date

 5/29/13
Finance Director Date

Check #	Vendor Name	Description	Check Amt
27862	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,346.25
27863	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	200.00
27864	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,578.19
27865	DRS 457	Deferred Comp Payroll Deduction	1,783.33
27866	AFLAC	Private Medical/ Disability Plans	458.90
27867	CITY OF KENMORE FS	Flexible Spending Medical Plans	253.08
27868	BANK OF AMERICA 941	Payroll Taxes	13,593.72
27869	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	10,250.81
27870	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	2,706.42
27871	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	274.00
27872	NATIONAL LIFE OF VERMONT	Life Insurance	234.89
27873	AMERICAN GENERAL	Life Insurance	530.79
27874	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
27875	RAZZ CONSTRUCTION	181st Culvert Project	57,786.82
27876	AWC EMPLOYEE BENEFITS	Employee Health Insurance	38,181.99
27877	CLARITY SIGNS	Deposit for Signs at Kayak Rental	782.28
27878	HAMBLETON RESOURCES, INC.	Retainer Deposit -Kenmore Vill Survey	5,250.00
27879	BAKER, DAVID	Mileage Reimbursement	49.54
27880	BAKER, DAVID	Mileage Reimbursement 5/16-5/21/13	141.25
27881	BASTYR UNIVERSITY	Vendor Table/ Sponsor	200.00
27882	COASTWIDE LABORATORIES	Trash/Recycle Bins -Parks Supplies	1,229.90
27883	DAILY JOURNAL OF COMMERCE	Advertising	125.40
27884	EVERGREEN PRINT SOLUTIONS	Treasury Receipt Books	462.97
27885	FRUHLING SAND & TOPSOIL	Asphalt Waste Dumping	30.00
27886	H.W. LOCHNER, INC.	12/8/12-3/1/13 61/181st Consulting	24,103.90
27887	H.W. LOCHNER, INC.	3/2-4/26/13 61/181st Consulting	1,893.78
27888	KING COUNTY FINANCE	Q1 2013 Chemical Abuse/Mental Health	4,047.84
27889	KING COUNTY FINANCE	2012 Voter Registration Costs	40,496.26
27890	SOUND PUBLISHING, INC.	Remembering History/ City Bimonthly	2,594.13
27891	KING COUNTY OFFICE OF FINANCE	April, 2013 Indigency Screening	1,042.86
27892	MORGAN SOUND INC	Sound System Rental for Special Mtg	175.20
27893	NORTHSHORE FIRE DEPT	Annual Fire Permit	200.00
27894	NORTHSHORE SENIOR CENTER	Qtr 1 2013 Human Svcs/Transportation	1,650.00
27895	NORTHSHORE UTILITY DIST	Apr. Vehicle Repairs/ Maint. & Fuel	3,012.87
27896	OFFICE MAX	Office Supplies	299.45
27897	PUGET SOUND ENERGY	4/3-5/1 Traffic Signals/ Lights/ Gas Chgs	15,304.72

VIIB. Approve Check Nos. 27862 - 27952 in the Amount of \$361,459.75 and Electronically Transferred Payroll Funds Totaling \$63,129.50 for the

27898	PUGET SOUND ENERGY	WDFW Boat Launch Restroom Electrical	9,630.95
27899	CEMEX	Pothole Repair & Drainage Materials	114.98
27900	TIMEMARK INCORPORATED	Traffic Counter Repair	119.59
27901	TOTAL LANDSCAPE CORP	May Parks/ City Hall Landscaping	5,002.61
27902	W.S.S.O. Advanced Training	Police Training - Officer Zorn & Durrant	500.00
27903	WA STATE DEPT OF ENTERPRISE SVCS	ePlan Software/ SWM Software/Upgrades	4,557.54
27904	WASHINGTON STATE DEPT OF INFO SERV	April ListServ	175.00
27905	PART WORKS INC	Parts for Log Boom Pk Drinking Fountain	544.62
27906	VAN NESS, ALLAN	May Mileage Reimbursement	32.77
27907	HEBERT RESEARCH, INC.	Questionnaire/ Phone Survey	4,394.00
27908	MAIL FINANCE	Postage Machine Lease 6/14-7/13	250.76
27909	KONICA MINOLTA BUSINESS SOLUTIONS	Apr. Business Incubator Copier Chgs	209.32
27910	WA STATE DEPT OF TRANSPORTATION	March 61st/181st Signal Work	3,691.37
27911	WA STATE DEPT OF TRANSPORTATION	Sept 2012 SR522 Ph 1 St2 West A	1,108.26
27912	BANNER BANK LD	Parks/Volunteer Supplies	411.01
27913	BANNER BANK CS	Citizen's Academy Meals 4/8-5/7	1,118.67
27914	BANNER BANK DB	APA Conference Registration	125.00
27915	BANNER BANK NO	Registration, Parking, Supplies	250.50
27916	BANNER BANK JG	Dues/ Supplies for Wellness Event	111.02
27917	BANNER BANK KENMORE	Supplies, Meals, Volunteer Event Supplies	923.46
27918	BANNER BANK KENMORE	Volunteer Event Supplies/ Web Svc	1,271.82
27919	A+ CONFERENCING	5/9/13 Conference Call	39.25
27920	BANNER BANK JGORDON	Watering Tank, Paint, Art Hanging System	2,395.62
27921	ALCALDE & FAY	4/15-5/15 Govt. Affairs Consulting	5,273.30
27922	ZUMAR	Adopt a Park Signs	70.44
27923	COMCAST	City Hall Internet Svc 5/14-6/13	117.57
27924	JRW ENTERPRISES	Rhododendron Park Auto Lock Repair	197.10
27925	TOWNE CENTRE HARDWARE	April Chgs - Supplies/ Tools	316.13
27926	HORIZON DISTRIBUTORS INC	Irrigation Repair Supplies	512.45
27927	INTEGRA TELECOM	City Hall Phone Service 5/8-6/7	793.56
27928	AM TEST, INC	Swamp Creek TMDL Monitoring	250.00
27929	PAWS	April Animal Sheltering Service	330.00
27930	PURE WATER TECHNOLOGY OF PUGET SOUND	City Hall Water Filter	51.47
27931	INDEPENDENT STATIONERS	Office Supplies	97.30
27932	SNOHOMISH COUNTY SHERIFF'S OFFICE	April Inmate Medical Billing	125.50
27933	MILLER STEPHENS, MARY	April, 2013 Public Defense Service	1,250.00
27934	PERTEET INC.	On Call Professional Services	12,357.47
27935	CANTEEN REFRESHMENT SERVICES	Coffee/ Tea Supplies	245.85
27936	ROD STEVENS	3/5-5/16/13 K.V. Disposition	3,625.90
27937	VERIZON WIRELESS	4/27-5/16 Cell Phones/ Data Plans	904.58
27938	FRAUSE	Apr. Economic Development/ Website	5,091.13
27939	BANNER BANK VAN NESS	Conference Registrations	775.00
27940	BANNER BANK BAKER	Registration/ Meals	497.58
27941	JOYCE ZIKER PARKINSON	Apr. Legal - K.V./Lk WA/Former Shell	6,597.50
27942	KBA INC.	Apr Inspection/Office Svcs 181st/61st	12,687.65
27943	OVERLEESE, KRISTEN	Apr/May Expense Reimbursement	65.00
27944	WAGE WORKS	April Administration Fee	50.00
27945	KENMORE COMMERCIAL LLC	June Incubator Space Rent	2,856.00
27946	CITYWORKS/ AZTECA SYSTEMS INC.	4/17-4/19 Installation & Review	5,625.00
27947	EVERGREEN HEALTH	Refund Facility Rental Overpayment	25.00
27948	NORTHWEST MARINE TRADE ASSOCIATION	Application & Annual Membership	460.00
27949	OSBORN CONSULTING INC.	March & April, SWM On-Call Services	16,668.32
27950	POTELCO, INC.	Boat Launch Restroom Electrical Permit	1,240.27
27951	A. GAUL CULLEY	Slough Boat Races Artwork	766.50
27952	CONTOUR FENCE CO. INC.	61ST/ 190TH Fence Installation	2,011.52
5/17/2013	PAYROLL	Direct Deposit	63,129.50
			<u>424,589.25</u>

VIIB. Approve Check Nos. 27862 - 27952 in the Amount of \$361,459.75 and Electronically Transferred Payroll Funds Totaling \$63,129.50 for the

2013	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2013
	A+ CONFERENCING		127.80
	AA PARTY RENTALS		354.23
	AAA PRINTING		192.10
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		800.00
	AFLAC		1,835.60
	ALCALDE & FAY		20,075.23
	ALLIED WASTE SERVICES #172		1,682.74
	ALPHAGRAPHICS US718		342.79
	AM TEST, INC		625.00
	AMERICAN GENERAL		2,123.16
	AMERICAN PLANNING ASSOCIATION		1,990.00
	AMERICAN PUBLIC WORKS ASSOCIATION		715.67
	ANCHOR QEA, LLC		84,585.41
	ASSOCIATED BOAT TRANSPORT		1,440.00
	ASSOCIATION OF WA CITIES		14,220.00
	AURORA RENTS		2,781.95
	AWC EMPLOYEE BENEFITS		152,619.13
	BAKER, DAVID		1,276.03
	BANK OF AMERICA 941		117,591.42
	BANNER BANK BAKER		3,903.88
	BANNER BANK BH		2,861.58
	BANNER BANK CS		3,071.50
	BANNER BANK DB		114.64
	BANNER BANK JG		4,918.88
	BANNER BANK JGORDON		4,719.48
	BANNER BANK KENMORE		10,984.40
	BANNER BANK LD		832.63
	BANNER BANK NO		5,315.81
	BANNER BANK PS		2,003.75
	BANNER BANK ROGERS		3,499.65
	BANNER BANK VAN NESS		2,640.99
	BASTYR UNIVERSITY		50,000.00
	BINW		16,528.79
	BIS		175.00
	BLACKBAUD		5,204.11
	BUENA VISTA SERVICES, INC.		495.00
	BULGER SAFE & LOCK, INC.		125.49
	C. ANDERSON & CO.		930.75
	CALPORTLAND COMPANY		190.80
	CANTEEN REFRESHMENT SERVICES		1,026.52
	CARLSON, THOMAS G.		100.00
	CASCADE PEST CONTROL		569.40
	CEMEX		1,980.09
	CENTER FOR HUMAN SERVICES		6,250.00
	CHAMPION COURIER		51.53
	CHICAGO TITLE		10,000.00
	CHIEF LAW ENFORCEMENT SUPPLY		188.21
	CITY OF BELLEVUE		45,943.11
	CITY OF KENMORE		210.58
	CITY OF KENMORE FS		2,277.72

VIIIB. Approve Check Nos. 27862 - 27952 in the Amount of \$361,459.75 and Electronically Transferred Payroll Funds Totaling \$63,129.50 for the

CITY OF LAKE FOREST PARK	278,383.03
CITY OF SHORELINE	1,022.00
CITYWORKS/ AZTECA SYSTEMS INC.	9,995.00
CLARITY SIGNS	2,818.25
COASTWIDE LABORATORIES	4,297.38
CODE PUBLISHING COMPANY	350.00
COLUMBIA RIDGE LANDFILL	2,615.40
COMCAST	769.74
CONNELLY, MARC	48.14
CONSOLIDATED PRESS	2,786.33
CSAT, LLC	500.00
CUES	12,537.75
CULLEY, AMBERLY	1,000.00
CURTIS, DR. MILTON	72.24
DAILY JOURNAL OF COMMERCE	119.70
DAY WIRELESS SYSTEMS	143.45
DEPARTMENT OF ECOLOGY	5,540.78
DEPARTMENT OF LABOR AND INDUSTRIES	10,202.26
DEPARTMENT OF LICENSING	39.00
DEPARTMENT OF RETIREMENT SYSTEMS	90,903.02
DRS 457	16,049.97
DURRANT, JEFF	287.58
EARTHCORPS	9,706.47
EASTSIDE TRANSP PARTNERSHIP	200.00
EFFICIENCY INC	987.69
EJ USA, INC.	1,549.96
EMERGENCY SERVICE COORDINATING AGCY	41,832.00
ENTERPRISE SEATTLE	5,000.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	4,779.00
ESA ADOLFSON	750.00
EVERGREEN PRINT SOLUTIONS	291.05
EVERGREEN SAFETY COUNCIL	175.00
FERGUSON ENTERPRISES INC #1539	948.75
FIRE PROTECTION, INC	959.22
FIRST AMERICAN TITLE	4,325.25
FRAUSE	5,185.39
FRONTIER	32,842.95
FRUHLING SAND & TOPSOIL	573.50
GAMETIME	5,605.96
GEODESIGN INC.	1,669.30
GEOENGINEERS INC	7,495.75
GORDON THOMAS HONEYWELL	14,372.96
GORDON, JENNIFER	72.32
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAINGER	60.07
GRAY & OSBORNE, INC	12,374.71
GREATER BOTHELL CHAMBER OF COMMERCE	45.00
GREGORY, JOANNE	119.92
H.W. LOCHNER, INC.	37,802.00
HANDY ANDY RENT-A-TOOL INC	134.40
HARBOR HISTORY MUSEUM	400.00
HARRIS & SMITH PUBLIC AFFAIRS	7,344.22
HERO HOUSE	350.00

VIIB. Approve Check Nos. 27862 - 27952 in the Amount of \$361,459.75 and Electronically Transferred Payroll Funds Totaling \$63,129.50 for the

HOME DEPOT CREDIT SERVICES	376.91
HOPELINK	10,187.50
HOVDE, RICHARD	106.21
HWA GEOSCIENCES INC.	5,934.41
ICMA RETIREMENT TRUST 457 - 304745	23,203.71
INDEPENDENT STATIONERS	781.09
INGALLINAS BOX LUNCH	43.35
INNOVAC	16,291.27
INSLEE, BEST, DOEZIE & RYDER, P.S.	109,307.08
INTEGRA TELECOM	3,144.53
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,036.28
IWORQ SYSTEMS	1,000.00
JBS INSTRUMENTS	1,052.00
JET CITY PRINTING	878.18
JOYCE ZIKER PARKINSON	31,379.82
JRW ENTERPRISES	1,642.50
JSH PROPERTIES, INC.	5,484.00
KARLINSEY, ROB	7,442.80
KBA INC.	99,084.70
KCDA PURCHASING COOP	526.20
KENMORE COMMERCIAL LLC	11,424.00
KENMORE ELEMENTARY PTA	2,000.00
KENMORE SENIOR CENTER	5,500.00
KING COUNTY ANIMAL SVCS	3,300.00
KING COUNTY FINANCE	125,011.16
KING COUNTY FINANCE W.L.R.D.	2,208.68
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	4,066.21
KING COUNTY RADIO COMM SERVICES	254.17
KING COUNTY RECORDER'S OFFICE	500.00
KING COUNTY SHERIFF'S OFFICE	21,428.41
KING COUNTY SUPERIOR COURT CLERK	11,000.00
KING COUNTY TREASURY	37,566.63
KING COUNTY UTILITY COORDINATION CO	40.00
KONICA MINOLTA BUSINESS SOLUTIONS	2,086.47
KVO INDUSTRIES, INC	365.00
LIGHTHOUSE CONSULTING INC	6,789.06
LOWE SABRA	250.00
MAIL FINANCE	1,253.80
MILLER STEPHENS, MARY	3,750.00
MINZGHOR, NICHOLAS	740.26
MOBILE ELECTRICAL DISTRIBUTORS INC	20.53
MR. T'S TROPHIES	296.92
NATIONAL BARRICADE CO	689.85
NATIONAL CITIZEN SURVEY	5,025.00
NATIONAL LEAGUE OF CITIES	1,549.00
NATIONAL LIFE OF VERMONT	939.56
NATIONWIDE FINANCIAL 401a	92,435.35
NATIONWIDE RETIREMENT SOLUTIONS 457	1,800.00
NEXTEL COMMUNICATIONS	884.60
NORTH COAST ELECTRIC	1,870.42
NORTH LAKE MARINA	1,520.51
NORTHSHORE FIRE DEPT	1,856.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00

VIIB. Approve Check Nos. 27862 - 27952 in the Amount of \$361,459.75 and Electronically Transferred Payroll Funds Totaling \$63,129.50 for the

NORTHSHORE UTILITY DIST	15,900.41
NORTHSHORE YOUTH & FAMILY SERVICES	6,250.00
OFFICE CLEANING CREW	248.00
OFFICE MAX	4,062.66
OFFICE TEAM	1,800.22
OLYMPIC ENVIRONMENTAL RESOURCES INC.	1,470.00
OTAK	17,956.91
OUSLEY, NANCY	247.13
OVERLEESE, KRISTEN	70.67
PACIFIC TOPSOILS	6,934.42
PASSPORT TRAVEL AND TOURS	665.80
PAWS	1,650.00
PENDLETON, MICHAEL	5,773.36
PEOPLES STORAGE	1,150.50
PERSONAL BEST/ TOPHEALTH	395.54
PERTEET INC.	11,172.90
PETTY CASH CUSTODIAN	420.47
PHOTOTAINMENT	1,231.88
PHSI PURE WATER FINANCE	402.51
PRSA	307.00
PUGET SOUND CLEAN AIR AGENCY	11,309.00
PUGET SOUND ENERGY	43,746.66
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PURE WATER TECHNOLOGY OF PUGET SOUND	188.35
QUALITY BUSINESS SYSTEMS	2,200.79
RAZZ CONSTRUCTION	675,660.36
REPUBLIC SERVICES	1,684.76
ROGERS, GLENN	104.41
SAFRIN, PATTY	401.00
SARAH ROBERTS	41,208.00
SCHWARZWALTER, MARK	90.00
SEATTLE TIMES	3,398.59
SELECT AIR SERVICES DBA GREENWOOD	119.19
SESAC	327.00
SHELTON, CINDY	71.40
SHRED-IT	198.00
SIGN UP, SIGN CO, INC	1,008.50
SMITH, BRENT	91.03
SMITH, JARRETT	150.00
SNOHOMISH COUNTY	6,331.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	105,851.87
SOUND CITIES ASSOC	11,767.00
SOUND LAW CENTER	10,531.50
SOUND PUBLISHING, INC.	1,852.17
SPATIAL DEVELOPMENT	1,945.00
SPERRY, LAURIE	61.42
SPINNAKER STRATEGIES	11,799.40
ST OF WA DEPT OF FISH & WILDLIFE	150.00
STATE OF FLORIDA DISBURSEMENT UNIT	2,475.00
STEWART MACNICHOLS HARMELL, INC.	3,600.00
TELESYSTEMS WEST	416.11
THE KIPLINGER LETTER	99.00
TITAN OUTDOOR, LLC	1,352.39
TOPIA TECHNOLOGY/ BIS	700.00
TOTAL LANDSCAPE CORP	20,470.34
TOWN & COUNTRY FENCE, INC	416.10
TOWNE CENTRE HARDWARE	569.39

VIIB. Approve Check Nos. 27862 - 27952 in the Amount of \$361,459.75
and Electronically Transferred Payroll Funds Totaling \$63,129.50 for the

TRANE U.S. INC.	4,075.00
UNITED STATES POSTMASTER	1,586.76
UNITED WAY OF KING COUNTY	1,096.00
UNIVERSITY OF WASHINGTON	827.00
UPS STORE	1,691.78
URBAN LAND INSTITUTE	225.00
UTILITIES UNDERGROUND LOCATION CTR	187.67
VAN NESS, ALLAN	752.31
VERIZON WIRELESS	3,141.90
WA ASPHALT PAVEMENT ASSOC.	180.00
WA ASSOC OF CODE ENFORCEMENT	50.00
WA CITIES INSURANCE AUTHORITY	161,036.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	1,290.00
WA RECREATION & PARK ASSOCIATION	104.00
WA STATE ASSOC OF PERMIT TECHNICIAN	95.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF ENTERPRISE SVCS	1,500.00
WA STATE DEPT OF LABOR & INDUSTRIES	125.30
WA STATE DEPT OF TRANSPORTATION	5,870.61
WAGE WORKS	150.00
WASHINGTON ENERGY SERVICES	28.14
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	525.00
WEINSTEIN AU	1,057.50
WEISBAND, BARRY	12,000.00
WELLS FARGO BANK	1,001.87
WELLS FARGO FINANCIAL	3,287.09
WELWEST CONSTRUCTION INC.	3,482.65
WILCOX, ROBERTA	653.50
WINTERBOURNE LANDSCAPE	542.03
ZEP SALES AND SERVICE	865.49
ZONAR SYSTEMS	525.33
ZUMAR	881.44
	<u>3,149,818.02</u>

VIIB. Approve Check Nos. 27862 - 27952 in the Amount of \$361,459.75 and Electronically Transferred Payroll Funds Totaling \$63,129.50 for the



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: Kenmore Village Purchase and Sale Agreement Proposed Council Action/Motion: Adopt a resolution approving a purchase and sale agreement with BCC-RPI Kenmore LLC.	For Council Meeting Agenda of: June 10, 2013 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: <u>A.S. VIA EMAIL</u> Approved by Finance Director: _____ Approved by City Manager: <u>RJK 6/5/13</u> Exhibits/Attachments: Exhibit A Kenmore Village Position Statement and Downtown Goals Exhibit B Summaries of Potential Buyers Exhibit C Resolution and Purchase & Sale Agreement with BCC-RPI Kenmore, LLC			
<table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">Expenditure Required \$0</td> <td style="width:33%; border: none;">Amount Budgeted \$N/A</td> <td style="width:33%; border: none;">Appropriation Required \$0</td> </tr> </table>		Expenditure Required \$0	Amount Budgeted \$N/A	Appropriation Required \$0
Expenditure Required \$0	Amount Budgeted \$N/A	Appropriation Required \$0		
INFORMATION/BACKGROUND: In the first half of 2012, the City began an extensive community involvement process to 1) review goals for the downtown, 2) develop a position statement for the Kenmore Village properties, and 3) establish strategic next steps to take the properties to market and thereby sell the properties to buyer(s) who would further the City's goals and bring new investment to downtown Kenmore. The community involvement process included multiple meetings, forums, and open houses to obtain public input on the Kenmore Village properties. The resulting downtown goals and Kenmore Village position statement are attached as Exhibit A. Late last year, the City retained two brokerage firms to list the Kenmore Village properties for sale. Jones Lang LaSalle (JLL) listed the upper lot (former park & ride), and Colliers International listed the lower lots (the shopping center). The two firms listed the properties with the downtown goals and position statement in mind, and they emphasized key points from the goals and position statement, including the importance of a community gathering space or "town green." Soon after the properties were listed, about 16 offers/proposals were received, about half of which were for the lower commercial lots. The other proposals were for the upper lot (former park & ride) or both upper and lower lots. Colliers, JLL, the City Manager, Assistant City Manager, and Spinnaker Strategies interviewed all potential buyers for the properties. Based on the goals for the properties and the principles outlined in the Position				

Statement, four potential buyers for each of the properties were recommended to move forward in the process. These potential buyers (eight total) were presented to the City Council and the public at the February 25, 2013 City Council meeting. At that meeting, public comment was invited during the discussion of this agenda item. The summaries of these eight potential buyers are attached as Exhibit B.

After the February 25, 2013 City Council meeting, the city manager, assistant city manager and the brokerage firms continued follow up meetings and conversations with the finalists for each property. Based on price offered for the properties, financial wherewithal, experience, reputation, ability to deliver in a timely manner, and alignment with the goals and position statement, the team began direct negotiations with RPI/Benaroya for the lower commercial lots and with Main Street Property Group LLC (MainStreet) for the upper lot (former park & ride).

Kenmore Village Shopping Center Purchase & Sale Agreement with RPI/Benaroya

Real Property Investors (RPI) and the Benaroya Company will partner to form an LLC called "BCC-RPI Kenmore" in order to purchase and develop the Kenmore Village commercial site. This site includes the Post Office property, which the City also currently owns and leases to the US Postal Service for the Kenmore Post Office. RPI/Benaroya plans at least 20,000 square feet of new construction for the site. RPI/Benaroya's planned uses for Kenmore Village are retail, medical office, and general office. RPI/Benaroya has been in discussions with potential new tenants, but no new tenant announcements will be provided at this time.

Since 1956, the Benaroya Company has purchased and developed commercial property throughout the Pacific Northwest. Recent development examples include Market Street Landing in Ballard, Lower Queen Anne Mixed Use, and Group Health Medical Center in Puyallup. The Company's financial position is solid with direct access to capital.

RPI also brings development experience to the table. Real Property Investors LLC was formed in 1988 to acquire, manage, lease and rehabilitate commercial real estate. All projects were purchased by forming a partnership or limited liability company consisting of Real Property Investors and an equity partner. Since that time, over 75 properties have been acquired with a market value of over \$270 million. Sixty percent of those properties have been retail, 40% have been office or industrial.

The major deal points of the Purchase and Sale Agreement (See Exhibit C) between the City of Kenmore and RPI/Benaroya include the following:

- Purchase the Kenmore Village Shopping Center, including the Post Office Building, but not including the future expansion building (former Grocery Outlet building) for Kenmore Camera.
- Purchase price: \$1.8 million. \$100,000 earnest money, which will be applied to the purchase price.
- Ninety day environmental review period. Feasibility review period of 180 days.
- RPI/Benaroya will dedicate a public gathering space or "town green" for public use (see the position statement in Exhibit A).
- RPI/Benaroya will construct at least 20,000 square feet of new commercial building space, at least 5,000 of which will be used for retail.

During the feasibility review period, RPI/Benaroya will work to secure tenants and a more detailed plan for the site. The plan will include the location of the public gathering space or "town green." Timing of new construction is tenant dependent; however, assuming enough tenant commitment is achieved over the six months, construction

could begin as soon as summer of 2014.

Former King County Park & Ride Lot Purchase & Sale Agreement with MainStreet Property Group, LLC

The City Manager's Office and JLL have been in negotiations with Main Street Property Group LLC (MainStreet) regarding the sale of the former King County Park & Ride property from the City to MainStreet. Similar to RPI/Benaroya, MainStreet is being recommended based on its offer price on the property, experience, financial wherewithal, ability to execute in a timely manner, and alignment with the City's goals and position statement for the property.

MainStreet is a real estate development firm dedicated to the vision, construction and operation of landmark mixed-use properties. Prior to co-founding MainStreet, CEO Eric Campbell served as President and Co-Founder of CamWest Development LLC. Until the 2011 cash purchase of CamWest's assets and operations, CamWest was one of the largest homebuilders in Puget Sound. MainStreet's financial position is also strong with a demonstrated ability to access the capital needed for this type of project. Current examples of MainStreet projects include two large apartments in Bothell (Six Oaks and The 104) and Slater 116 in Kirkland.

MainStreet currently plans to develop and construct approximately 160 quality apartment units on the former park & ride site. A portion of the units will be affordable under King County definitions and in keeping with the current deed restriction for the site.

The purchase and sale agreement for this former park & ride property is currently under negotiations. It is anticipated that the purchase and sale agreement will be ready for City Council consideration at the July 8, 2013 City Council meeting. Following purchase and sale agreement execution, a development agreement describing exterior design expectations, coordination with the Kenmore Village commercial property, affordability details, phasing, and other deal points will likely be negotiated.

Assuming the purchase and sale agreement is executed and its contingencies met within expected time periods, MainStreet hopes to be under construction on the site in June 2014. More details regarding the MainStreet purchase and sale agreement should be forthcoming in July.

FISCAL CONSIDERATION:

See above.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #1: Economic Development and Goal #4, Downtown Development

Exhibit A

Kenmore Village Position Statement & Downtown Goals



City Of Kenmore, Washington

Positioning Statement

“Kenmore Village is a walkable place with a public square where Kenmore-area residents and workers can meet their daily needs and see one another face-to-face.”

Definition and Discussion

“Kenmore Village”: This refers to the former portions of the shopping center and the park-and-ride lot now owned by the City and the park. This positioning statement envisions a commercial area with a public square, with residential uses adjacent to and possibly above the commercial areas.

“Walkable Place”: “Walkable” here has two meanings: both walkable within and walkable to. While most standard shopping centers are walkable in the sense that distances are not so great that shoppers have to get in their cars and drive between stores, the monotony of the parking lots and the fact of walking down drive lanes discourages most people from going more than several hundred feet. In a truly walkable place, pedestrians feel safe and there are interesting things along the route that draw them forward. The second meaning of “walkable”, “walkable to”, means that Kenmore Village is perceived to be a walkable destination, that it is either within walking distance of neighborhoods or work places or other stores, or that the route itself is interesting enough to make the walk.

The second word here, “place”, implies not just that this is a piece of property or real estate or a destination for day-to-day needs, but that it has a sense of place, an interesting character and personality that comes as much from what goes on there as from the buildings and layout.

“Public square”: This will be a place the public owns and controls, where people can sit down without worrying about when the stores or shopping center close. It is a public place at the center of things, where people from different backgrounds can strike up a conversation. It is important that this square be integrated with other uses so that it has life day to day. Just because it is a public square and carries the civic identity does not mean that it cannot have less formal and more active uses on the side, like a skateboard park or pea patches.

“Kenmore area residents and workers”: While the users may initially be mostly nearby residents, over time this should serve as amenity for nearby businesses, so workers can walk to coffee, take a break from work and hold business meetings there either outside or in restaurants and coffee shops. Things like a gym will also serve draw worker use.

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It is also important to define residents inclusively, to include not just middle-income families but seniors, low-income families, latch-key kids, single people, the elderly, teens hanging out together, childless couples, empty nesters, and those who speak a foreign language at home. Recognizing the variety of these different kinds of people will lead to more interesting design and programming. One of the best prospects for animating this space is meeting the needs of the large number of people already living nearby who do not now have much improved outdoor space to enjoy.

“Daily Needs”: This is in contrast to comparison goods purchased in Lynwood, Northgate or University Village. As used here, “daily needs” includes cash and non-cash goods, services and experiences.

On the commercial side, this could include food stores, restaurants, coffee houses, hair salons, pet stores, toy stores, banks, wealth managers, realtors, title companies, insurance firms, gyms, yoga parlors, clothing and shoe stores, stationery and specialty paper stores, knitting and quilting stores, rug and furnishing stores, tutoring and test preparation, ice cream stores, art and framing, optometrists, medical clinics, dentists, pet care, and mailing stores. The key distinction is between high volume/ low service establishments found in the malls and low-volume/ high service establishments found more locally, where convenience, staff training and customer relationships are critical to success.

On the public service side this will or could include reading at the library, book check out and meetings held at the library; visits to the post office, license renewal at a DMV office, and picking up permits at City Hall.

On the civic and non-profit side, this could include a community center, a re-located senior center, a youth club, and garden-club maintenance of the public square or nearby arbors.

At the personal and individual level, this could mean making Kenmore Village a destination for a walk, sitting in the park and watching kids or other people, meeting there as a starting point for rides with a bicycling group, or joining an exercise group in the park.

“See One Another Face to Face”: Two people passing in a supermarket parking lot may glance at one another or, if they know one another, stop briefly to talk, but Kenmore Village will provide a place where people can slow down enough to talk and even sit down if they want to. The promise of the place is that you will regularly run into someone you know or even make new friends there.

City of Kenmore

Downtown Goals

On June 14, 2012, Council affirmed that the objective is to bring the Kenmore Village properties to market in a way that advances the City's goals for the downtown. These goals are a realization of many hours of community effort and involvement over the years and are summarized as follows:

- Integrate existing businesses and add new commercial businesses which include local shopping and dining opportunities. Encourage businesses that draw patrons during both the day and evening.
- Promote high density residential development including housing opportunities meeting the housing needs of a variety of income levels and which also support transit.
- Strengthen connections (particularly pedestrian connections) between the downtown quadrants, neighborhoods and waterfront. Capture pass through traffic on SR522 and the Burke Gilman trail.
- Create a destination, unique community gathering space and promote community events that bring residents together and meet the needs of a range of ages and interests.
- Improve ("beautify") the physical environment through design guidelines, sidewalks, landscaping, street trees, public art and signage.
- Provide a development that is responsive to the market and is fiscally responsible.

Exhibit B

Summaries of Potential Buyers

Kenmore Village Lower Commercial Lots: Summary of Top Four Recommended Candidates

Presented at the February 25, 2013 City Council Meeting

	Company Background	Examples of Past Development Projects (not necessarily inclusive of all projects)	Project Summary
RPI - Benaroya	The Benaroya Company is a leading full-service real estate company based in Bellevue, Washington. Benaroya Company acquires, develops and manages properties in prime Pacific NW locations. For more than half a century, the Benaroya name has been synonymous with integrity, excellence, and value. Established in 1956, The Benaroya Company has completed a wide range of real estate projects including data centers, medical, technology and office facilities; retail and industrial for a wide range of global and regional companies. Under the leadership of Larry Benaroya, the company employs 25 professionals with expertise in all aspects of commercial real estate.	Group Health Medical Center Puyallup 23rd & Madison Mixed Use-- Safeway/Apartments Lower Queen Anne Mixed Use--Safeway & Apartments LA Fitness Kent	Going to pursue retail, office, medical uses; Understands the project must include "town green".
Tourmaline - IDG	Tourmaline Capital is a private real estate investment firm focused on the development, acquisition and operation of retail properties on the West Coast. The company invests in anchored shopping centers, targeting development, value-add and core-plus assets. Irwin Development Group is dedicated to retail, office, commercial ground up development with a geographical focus on the Pacific Northwest. David Irwin is president of Irwin Development and has a vast experience of ground up development.	Triangle Mall, Longview, WA US Bank Plaza Sacramento Aurora Center - Fairbanks Fremont Hub - Fremont, CA	Going to pursue retail, office, medical uses; Understands the project must include "town green".
Teutsch Partners	Teutsch Partners, LLC was formed in 1987 as a privately owned, regionally focused, commercial real estate services and development company. Since that time, the firm has grown into a fully integrated real estate concern, providing exceptional service to our clients while demonstrating a commitment to our core values of integrity, responsiveness and quality work. While continuing to provide corporate real-estate advisory services to some of the Pacific Northwest's prominent organizations, Teutsch Partners has developed a varied portfolio of favorably performing commercial real estate assets. This portfolio of development expertise includes; commercial office buildings, industrial parks, retail uses, multi-family residential, mixed use marina facilities, and medical office buildings serving both practicing professionals and biotech related research facilities. Teutsch Partners is founded on the belief that real estate is fundamentally a local business based on superior knowledge, experience and a commitment of loyalty and contribution to the community in which it is based.	Pavilion United General Hospital, Sedro Wooley, WA Overlake Bellevue Clinic Covington Medical Office Building Wedgewood Retail Center 9th & Pine Apartments w/ground floor retail - In process	Going to pursue retail, office, medical uses; Understands the project must include "town green".
KG Investment Management	KG was founded in 2001 and currently employs over 40 commercial real estate professionals in 6 locations in Washington and Oregon. KG's principals and professionals are recognized experts in the Pacific Northwest commercial real estate industry. Individually and collectively the KG team has acquired, developed, financed, managed and sold billions of dollars of commercial real estate over the past two plus decades. KG currently has over 10 million square feet of retail, industrial and office properties under management and 11.45 acres of development land in various stages of entitlement. Collectively KG's Development Team has over 100 years experience in commercial real estate and has been involved in some of the most prestigious properties in the Pacific Northwest.	Ballard Blocks - Trader Joes, LA Fitness Bellevue Development Site (aka "Auto Row") - In Process Bellevue Midlakes - Commencing this summer.	Going to pursue retail, office, medical uses; Understands the project must include "town green".

**Kenmore Village Recommended Top Four Proposals: Upper Lot
Presented at the February 25, 2013 City Council Meeting**

Potential Buyer	Experience	Project Summary	Other Notes/Observations
Main Street Properties	Founders of CamWest, one of top 3 largest homebuilders in the region. Actively building several apartment buildings including two separate projects in Bothell.	Proposing approximately 160 apartment units on the upper lot in a wrap product with tuck under and surface parking - the surface parking will not be visible from the street. This project would be coming on line when other projects (apartments near UW Bothell, for example) would be wrapping up.	Want to be under construction in 2014.
Lake Union Partners	Actively building a few hundred apartment units in Seattle and Portland. Company was formed in 2009 and is comprised of principals who each came from other development companies. As a company has completed construction on one building thus far.	Proposing approximately 160 apartment units and about 240 parking stalls in a wrap product with tuck under and surface parking.	Want to be under construction in 2014.
Polygon Homes	Have built thousands of homes throughout Washington and Oregon ranging from less than \$200k to over \$700k in value.	Proposing 80 - 95 "for sale" Brownstone style brick townhomes. Polygon has a similar brown-stone town home project soon to get started in neighboring city.	This project is one of two townhome proposals as opposed to apartments. One key issue: 25% affordability requirement. Begin construction in 2014.
Intracorp	Have constructed nearly 7,000 condo, townhome, and infill apartment projects up and down the west coast.	Proposing 90-120 attached 2-4 bedroom townhomes initially as "for rent" product but positioned as future "for sale" units.	Similar to Polygon above, key issue is affordability requirement. Begin construction in 2014.

Exhibit C

Resolution and Purchase & Sale Agreement

CITY OF KENMORE

WASHINGTON

RESOLUTION NO. 13-

A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, APPROVING A PURCHASE AND SALE AGREEMENT WITH BCC - RPI KENMORE LLC.

WHEREAS, the City of Kenmore 2003 Downtown Plan and 2009 Economic Development Strategy contain guiding goals and principles that support the stimulation of economic revitalization of the City's Downtown area in a manner that supports and retains independent and community-scale businesses and other development; and

WHEREAS, the City owns certain commercially-zoned real property in the City's Downtown area, which consists of approximately 3.3 acres of land developed with approximately 37,671 square feet of existing buildings, commonly known as the "Kenmore Village" retail site (the "Property"); and

WHEREAS, the City has adopted a Position Statement for the Property, which states: "Kenmore Village is a walkable place with a public square where Kenmore area residents and workers can meet their daily needs and see one another face to face"; and

WHEREAS, the City Council has determined that the Property is surplus to the City's needs, and that it would be in the best interests of the City and the general public to sell the Property; and

WHEREAS, BCC - RPI Kenmore, LLC desires to acquire the Property, with the intent to redevelop the Property as largely a retail development, in keeping with the City's adopted goals for the Downtown area and the Position Statement for the Property; and

WHEREAS, the City and BCC - RPI Kenmore, LLC have negotiated a purchase and sale agreement for the transfer of the Property to BCC - RPI Kenmore, LLC, consistent with the terms and conditions of the Purchase and Sale Agreement attached to this Resolution as Exhibit A;

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

Section 1. Confirmation of Surplus Property Status. In Ordinance No. 07-0262, the City Council (1) declared approximately 9.72 acres in the downtown area of the City (known as the Kenmore Village Shopping Center, City Hall and Park & Ride parcels) ("Downtown Site"), which includes the Property, to be surplus property no longer needed for City purposes, and (2) authorized the sale of the Downtown Site to Kenmore Partners, LLC pursuant to a Disposition and Development Agreement. The Disposition and Development Agreement was terminated, and a portion of the Downtown Site has been sold to James and Martha Donovan. In connection with the sale of the Property to BCC - RPI Kenmore, LLC as described in Section 2 of this Resolution, the City Council confirms the surplus property declaration and sale authorization of Ordinance No. 07-0262, by declaring again that the Property, which was included in the Downtown Site, is surplus

property no longer needed for City purposes and authorizing again the sale of the Property, which is in the best interests of the City.

Section 2. Approval of Sale of Property. The City Council approves the sale of the Property to BCC - RPI Kenmore, LLC, a Washington limited liability company. The City Council approves and authorizes the City Manager to execute on behalf of the City a Purchase and Sale Agreement between the City of Kenmore and BCC - RPI Kenmore, LLC, substantially and materially in the form attached to this Resolution as **Exhibit A** and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS ____ DAY OF JUNE, 2013.

CITY OF KENMORE

Mayor David Baker

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

Exhibit A to Resolution 13-

Purchase and Sale Agreement

Kenmore Village

**PURCHASE AND SALE AGREEMENT
KENMORE VILLAGE**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated for reference purposes June 4, 2013, and is by and between THE CITY OF KENMORE, a Washington municipal Corporation ("Seller") and BCC – RPI KENMORE LLC, a Washington limited liability company ("Buyer").

RECITALS

A. Seller owns certain real, personal and intangible property referred to herein as the "Property," (defined *infra*), located in the City of Kenmore, County of King, State of Washington, commonly known as the Kenmore Village retail site, which, for reference purposes only, and not as a representation or warranty, includes approximately 3.301 acres, more or less, on which are constructed approximately 37,671 SF of existing buildings.

B. Buyer desires to acquire the Property from Seller on and subject to the terms, covenants and conditions of this Agreement.

C. Seller is willing to sell and convey the Property to Buyer on and subject to the terms, covenants and conditions of this Agreement.

D. Seller and Buyer intend for Buyer to redevelop the Property as largely a retail development, in keeping with the City's adopted goals for the downtown and Position Statement for the Property, which states: "Kenmore Village is a walkable place with a public square where Kenmore area residents and workers can meet their daily needs and see one another face to face." Seller and Buyer also intend for the Buyer to redevelop the Property in coordination with adjacent properties, specifically, the multi-family (former King County park & ride) site also currently owned by Seller and the property to the north of the Property, known generally as the "Kenmore Camera" site, in a manner so that coordinated and reciprocal parking, utility and landscaping easements are established; consistent development and common area standards are incorporated over all three sites through appropriate covenants, conditions and restrictions ("CC&Rs"); Buyer constructs at least 20,000 SF of building(s) on the Property, including at least 5,000 SF of retail; and a signature "Town Green" public gathering spot is located within the Property. The details of the foregoing are set forth in greater detail in Sections 15 through 18 of this Agreement, the terms of which Sections together with the statements contained in this Recital D are collectively referred to in this Agreement as the "Development Criteria."

AGREEMENT

NOW, THEREFORE, for value received and in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

0068600658341.DOC.V1.ADL

1. PURCHASE AND SALE OF THE PROPERTY. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement. The Property consists of:

a. The fee simple title to the land described in Exhibit A attached hereto (the "Land");

b. All of the improvements currently situated on or within the Land (the "Improvements") and all personal property owned by Seller and located on the Land or in the Improvements as of the Closing Date ("Personal Property"). Prior to the "Closing Date" (as defined in Section 9.a below) the parties shall agree upon the portion of the purchase price to be allocated to the Personal Property, if any; and

c. All of Seller's rights in all of the following intangible property now or hereafter existing with respect to the Property:

(1) All leases, licenses and other agreements to occupy all or any part of the Land or Improvements (the "Leases") together with, and subject to the manner in which the same are to be prorated under this Agreement, all rents, charges, deposits and other sums due, accrued or to become due thereunder, and all guaranties by third parties of any tenant's obligations under such leases, licenses and other agreements;

(2) All plans and specifications, all building permits and other permits required in connection with the construction of the Improvements and all warranties, guaranties and sureties now or hereafter received in connection with the construction of or equipment on the Improvements, including, without limitation, all rights of Seller under any plans, specifications, drawings and permits and all architectural, engineering or construction contracts with respect to the Improvements and all planned additions and alterations thereto or the redevelopment of the Property;

(3) All licenses, permits, approvals, certificates of occupancy and franchises relating to the zoning, land use, ownership, operation, occupancy, construction or maintenance of the Land and the Improvements running to or in favor of the Seller or the Improvements, and all deposits to governmental authorities relating to the Seller or the Improvements; and

(4) All service and maintenance contracts and equipment leases in connection with or used by the Seller in the operation of the Improvements and which Buyer accepts.

2. TOTAL PURCHASE PRICE. The purchase price for the Property is ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00), subject to the adjustments provided for in Section 9 hereof.

3. EARNEST MONEY DEPOSIT. Within one (1) business day after the Effective Date Buyer shall deposit with Chicago Title Insurance Company ("Title Company"), 701 Fifth Avenue, Suite 2300, Seattle, Washington 98104; Attn: Scott Smouse (the "Escrow Agent"), cash in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) (the "Earnest Money Deposit") which Earnest Money Deposit shall be applied or returned to Buyer as set forth in Section 4 below. The Earnest Money Deposit shall be placed in an interest bearing account and all interest thereon shall be paid to the party entitled to the Earnest Money Deposit according to the terms of this Agreement. Buyer shall execute a W-9 and/or other documentation necessary to facilitate deposit of the funds into such interest bearing account. Upon closing of this sale, the Earnest Money Deposit and interest thereon shall be paid to Seller and applied against the purchase price for the Property.

4. BUYER'S INSPECTION AND CONTINGENCY.

a. Inspection.

(i) Buyer shall have the duration between the Effective Date and a date ninety (90) days thereafter for Buyer to evaluate the environmental and physical condition condition of the Property (the "Environmental Review Period"). During this Environmental Review Period, Buyer and Seller also shall negotiate in good faith the terms, conditions and other contents and form of the Declaration of Covenants to be recorded against the Property at Closing to address the Town Green, (including, but not limited to the elements of and location of the Town Green specified in Section 16a. hereof) and any other matter required to be included in the Declaration of Covenants. Buyer shall indicate its acceptance by delivery of a written notice to Seller and thereafter, \$50,000.00 of the Earnest Money Deposit shall become nonrefundable but applicable to the Purchase Price. If, by the end of the Environmental Review Period, Buyer has not notified Seller in writing that Buyer accepts the Property in its then current condition, then this Agreement shall automatically terminate without further notice or action by the parties. Also if, during the Environmental Review Period, Buyer and Seller fail to agree upon the form and content of the Covenants (including, but not limited to the elements of and location of the Town Green specified in Section 16a. hereof), either party shall have the right, but not the obligation, to terminate this Agreement by written notice to the other, in which event all of the Earnest Money shall be refunded to Buyer and Buyer shall have no further right or interest in the Property or this Agreement. Upon termination pursuant to this section, the Earnest Money Deposit shall be returned to Buyer. Buyer agrees to deliver to Seller copies of all non-proprietary third party reports generated for Buyer. Thereafter, neither party shall have any obligation to the other, except for Buyer's obligation to pay for costs incurred during the Environmental Review Period and to defend, indemnify and hold harmless Seller from liability therefrom as stated in this Section 4 and in Section 6(b) below.

(ii) If Buyer is satisfied with the environmental and physical condition of the Property, and if the CC&Rs are finalized (subject to Section 7.a(5) below) and the location of the Town Green determined (pursuant to Section 16(a) below), all pursuant to Section 4(a)(i) above, Buyer shall thereafter have the period ending on the one hundred eightieth (180th) day after the

Effective Date (the "Review Period") to satisfy itself, in its sole and absolute discretion, concerning all aspects of the Property, including, without limitation, the contracts, leases and all other financial aspects of the Property; the availability and timing of any necessary governmental permits and approvals; the feasibility of using the Property for Buyer's intended use; acceptance of and finalization of all documentation necessary to memorialize and document the Development Criteria. Subject to the conditions stated in this Section 4, including the duty to indemnify and insure Seller as stated herein and the duty to obtain Seller's consent as to any destructive testing, excavations or similar actions, Buyer shall have the right at Buyer's expense to perform such tests, inspections and feasibility studies ("Inspections") on the Property as Buyer may deem necessary in Buyer's sole and absolute discretion. Buyer shall not perform or cause or permit any contractor working on its behalf to perform any invasive or destructive testing of any portion of the Property or of any improvements thereon or any excavation or boring into the Property without Seller's express written consent, which consent may be conditioned upon any such activity being performed at such times and in such manner as Seller deems appropriate to avoid risk of injury or loss to persons or property; Seller agrees to respond within two (2) business days to any written request received from Buyer to perform such invasive or destructive testing or excavation or boring. During this Review Period, Buyer shall work diligently to develop plans for the redevelopment of the Property in accordance with the Development Criteria, including but not limited to pursuing possible tenants for the redevelopment. First among the Buyer's priorities for pursuing new retail tenants will be a specialty grocery store and a "sit-down" restaurant. In the event Buyer should terminate this Agreement, Buyer shall provide the Seller with copies of all non-proprietary third party reports developed during the Review Period, as well as information regarding the negotiations with neighboring property owners and possible tenants. All Inspections shall be conducted at Buyer's expense and at no expense to Seller, shall (except as agreed upon in writing with Seller) not take place other than on a business day and after not less than two (2) business days' notice to Seller to enable Seller to have its representative present at such Inspections, and shall be conducted in such manner as not to constitute a breach of any Tenant Lease or violation of the rights of the parties in possession of the Property. Buyer shall maintain as to its own employees and agents, and shall cause any consultants retained by Buyer who conduct an Inspection on the Property to name Seller as additional insured on a comprehensive general liability policy (including personal injury, products/completed operations blanket contractual broad form property damage) with bodily injury coverage of at least \$2,000,000 per person and \$2,000,000 per occurrence and property damage coverage of at least \$2,000,000 per occurrence.

b. Contact With Tenants. For any space which is occupied by a tenant, Buyer shall make appropriate arrangements with Seller as to the time and duration of Buyer's inspections and Buyer shall take all reasonable steps needed to protect tenants' property and to avoid disturbing tenants during the inspection process. In no event shall Buyer conduct or cause its inspections to be conducted in a manner which breaches any of Seller's obligations under any tenant leases.

c. Costs of Inspection Studies. Except as otherwise stated in this Agreement, all costs and expenses of all of Buyer's tests, inspections and studies shall be paid by Buyer when due, regardless of whether this sale closes. Buyer shall hold Seller harmless from, and shall defend and indemnify Seller against, all cost, damages, expense, liability, lien, or claim which is caused by

any act or omission of Buyer or any agent or employee of Buyer during the course of Buyer's inspections or tests. Buyer's obligations under this Section 4 and Section 6(b) below shall survive termination, regardless of cause for termination, of this Agreement or Closing.

d. Procedure for Acceptance. If Buyer, by the end of the Review Period, has determined it wishes to proceed with purchase of the Property in its then current condition, Buyer shall give Seller written notice so stating. If Buyer provides such notice not later than the end of the Review Period, the balance of the Earnest Money Deposit (i.e. the remaining \$50,000.00) shall become nonrefundable but applicable and Buyer shall be obligated to purchase and Seller obligated to sell the Property, subject only to the remaining terms and conditions of this Agreement. Any such notice of acceptance from Buyer must be unequivocal and must state, without qualification or condition (other than the conditions expressly stated in this Agreement as remaining in effect after the end of the Review Period), that Buyer accepts the Property in its then-current condition and desires to proceed with its purchase thereof pursuant to the terms of this Agreement. A notice from Buyer stating that it accepts the Property "subject to" a condition not expressed herein or "conditioned on" Seller taking some action not already required by this Agreement, or words to similar effect, shall not constitute a notice of acceptance for purposes of this Section. Alternatively, if, by the end of the Review Period, Buyer has not notified Seller in writing that Buyer accepts the Property in its then current condition, then this Agreement shall automatically terminate without further notice or action by the parties. Upon termination pursuant to this section, the remaining refundable portion of the Earnest Money Deposit (i.e. the remaining \$50,000.00) shall be returned to Buyer. Buyer agrees to deliver to Seller copies of all non-proprietary third party reports generated for Buyer. Thereafter, neither party shall have any obligation to the other, except for Buyer's obligation to pay for costs incurred during the Review Period and to defend, indemnify and hold harmless Seller from liability therefrom as stated in this Section 4 and in Section 6(b) below.

5. SELLER'S TITLE TO THE PROPERTY.

a. Title Report. Within two (2) business days after the Effective Date, Seller shall order a Title Insurance Commitment for in ALTA policy of extended coverage title insurance from the Title Company together with copies of all exceptions. Buyer shall have ten (10) business days after receipt of the Title Commitment in which to notify Seller in writing of any title exceptions or other matters affecting title to the Property as disclosed in the Title Commitment which are not approved by Buyer. All other exceptions to title contained in the Title Commitment and not identified as disapproved in Buyer's written notice shall be deemed "Permitted Exceptions." Seller shall cause the Title Company to provide to Buyer supplemental reports to the Title Commitment (together with copies of any underlying exceptions identified therein) covering any additions or deletions from the date of the Title Commitment through the Closing Date. Buyer shall have five (5) business days following the receipt of a supplemental report to notify Seller in writing of its disapproval of any exception first disclosed in that supplemental report; if Buyer's disapproval of any supplemental report exception is not so communicated to Seller, the exception shall be considered a Permitted Exception. Within five (5) business days of its receipt of Buyer's notice of a disapproved title exception, Seller shall give a written response to Buyer ("Seller's Title Response") stating the action Seller agrees to

take with respect to each of the title matters as to which Buyer has timely given Seller notice of Buyer's disapproval. Seller's failure to reply to Buyer within this five (5) business days period shall constitute notice to Buyer that Seller will not clear any of the title exceptions disapproved by Buyer. Failure to include mention of a particular disapproved title exception in Seller's Title Response shall constitute Seller's intent not to remove, correct or otherwise take any action as to such disapproved exception or title matter. If Seller does not timely notify Buyer that Seller will cause a disapproved title matter to be corrected to Buyer's satisfaction or removed from title (or if Seller fails to provide any Seller's Title Response within the time here specified), within five (5) business days after Buyer have received Seller's notification, or if no Seller's Title Response is given, then within five (5) business days after Seller's Title Response was due, Buyer shall notify Seller in writing if Buyer waives its objection to such title matter. If following the time for Buyer to give such notice there remain any disapproved title matters which Seller has not agreed to remove or correct, then this Agreement shall terminate, the Earnest Money Deposit shall be refunded to Buyer and thereafter neither party shall have any obligation to the other, except for Buyer's obligation to pay for costs incurred during the Review Period and to indemnify Seller from liability therefrom and further excepting those matters specifically identified in this Agreement as surviving termination. The foregoing notwithstanding, Seller agrees that, except for the lien for any nondelinquent taxes and any lien resulting from Buyer's actions, Seller shall cause all monetary liens against the Property to be released of record on or before the Closing Date.

b. Survey. Seller will provide Buyer with any surveys of the subject Property that Seller has in its possession. Buyer may, at its expense, obtain a new or updated and recertified ALTA/ACSM as-built survey of the Property and the footprints of the Improvements. Provided that the survey or update is completed, Buyer shall provide a copy of the new or updated survey to Seller at no cost to Seller. Seller shall instruct its surveyor to cooperate with Buyer if Buyer elects to have said surveyor update Seller's survey. If Buyer objects to any matter disclosed by any such survey, Buyer shall notify Seller and the parties shall attempt to resolve the matter.

6. DOCUMENTATION REQUIRED PRIOR TO CLOSING.

a. Copies of Leases, Contracts, Other Information. Within two (2) business days after the Effective Date, Seller shall provide Buyer access to all leases of any portion of the Property, any leasing commission agreements, and all of the documents and reports identified in Exhibit B attached hereto, to the extent the same exist and are in Seller's possession or under Seller's control. Seller shall cooperate with Buyer to provide Buyer with all documents and reports determined by Buyer to be useful or necessary for Buyer's ownership and operation of the Property.

b. Buyer's Access; No Representation or Warranty as to Property Information. Seller agrees that Buyer shall have access to the Property and Seller's books and records relating to the Property between the Effective Date and the Closing Date. All costs and expenses of all of Buyer's tests, inspections and studies shall be paid by Buyer. Buyer shall hold Seller harmless from, and indemnify Seller against, all cost, damages, expense, liability, lien, or claim that is caused by any act or omission of Buyer or any agent or employee of Buyer during the course of Buyer's inspections or tests. Buyer acknowledges that the information maintained by Seller and made

available to Buyer pursuant to this Agreement (the "Property Information") may include or consist in whole or in part of documents, reports and materials submitted or prepared by third parties, some of which may be in whole or in part no longer current or as to which Seller is not in a position to make any representation as to accuracy or completeness, and further includes information provided to or generated by Seller for Seller's own management and operational purposes and that Seller makes no representation or warranty of any kind, express or implied, written or oral, as to the completeness, accuracy, correctness, currency, pertinence, applicability or usefulness of such Property Information and that the same is provided to Buyer solely as an accommodation and is not intended as a substitute for Buyer's own complete and independent review and assessment of the Property. Without limitation on the foregoing, and except as specifically set forth in this Agreement, Buyer further acknowledges and agrees that Seller makes no representation or warranty of any kind, express or implied, with respect to information that may be contained in Seller's files or otherwise made available to Buyer consisting of or based on reports, correspondence, statements or other information in any form provided to Seller by any tenant or lessee of the Property.

c. Rent Roll. Seller shall provide Buyer with a rent roll within ten (10) days after the Effective Date, which rent roll (the "Rent Roll") shall identify by tenant name and space number the leases currently in effect on the Property (the "Leases"), any guarantors of the Leases, the commencement and expiration dates of the Leases, security deposits and the extent to which the same have been applied, any other deposits made by the tenant, such as last month's rent, the amount of monthly rent owed under the Leases, the dates through which such rents have been paid, and the total amount of the monthly estimated payment, if any, being made for taxes, insurance premiums and common area maintenance. All of the information contained in the Rent Roll shall be updated within seven (7) days prior to the Closing Date, shall be provided to Buyer not less than one (1) day prior to the Closing Date and shall contain sufficient information to allow the parties to prorate rents on the Closing Date.

d. Estoppel Certificates. Seller shall make commercially reasonable best efforts to provide Buyer with estoppel certificates, dated as of a date that is not earlier than twenty (20) days prior to the end of the Review Period, from all tenants of the Property. The form of the tenant estoppel certificate shall be the form attached hereto as Exhibit D or such other form as may be required by the leases and reasonably approved by Buyer. Buyer acknowledges that the form received from the US Postal Service shall be in the form typically delivered by the GSA. Following execution of this Agreement, Seller shall prepare the proposed forms of estoppel certificate and send the same to Buyer for its approval. Buyer agrees to review the forms and advise Seller as to any changes or objections to form or content within three (3) business days from Buyer's receipt; if Buyer provides no written objection within such time period, Buyer shall be deemed to have accepted the forms and Seller may proceed to submit them to the Tenants, subject to the time period stated in the first sentence of this Subsection d. In the event Buyer has not, by the date five (5) days prior to the scheduled Closing Date (the "Estoppels Delivery Date"), received estoppel certificates from all tenants occupying space in the Property in satisfaction of the conditions of this Section, Seller shall not be in default based thereon, but in such event Buyer shall have the right, but not the obligation, to terminate this Agreement by written notice from Buyer to Seller

and to the Escrow Agent given not later than the last business day prior to the Closing Date. However, if by the Estoppels Delivery Date Buyer has received tenant-signed estoppel certificates in form and substance satisfying the conditions of this Section from tenants occupying at least eighty percent (80%) of the rentable and occupied space in the Property, then Seller shall have the obligation to provide a Landlord's estoppel signed by Seller in substantially the form attached hereto as Exhibit D, subject to any qualification or modification as may be required for such Landlord's estoppel accurate, to the best of Seller's actual knowledge, as to the leases with those tenants from whom a tenant-signed estoppel certificate has not been obtained, which Landlord's estoppel shall be considered the same as a tenant-signed estoppel certificate for purposes of this Section. Any such Landlord's estoppel shall, however, be given based solely to the best of Seller's actual knowledge, as defined in this Agreement. Estoppel certificates in the form of Exhibit D, or, if applicable, in the form required by a tenant's lease (including the GSA form), without material modification, shall satisfy the conditions of this Section notwithstanding certificates (from tenant or Landlord) showing the tenant is in arrears in rental payments so long as (i) no such arrearage is greater than thirty (30) days as of the date of the certificate and (ii) no such arrearages apply for tenants occupying, in total, more than twenty percent (20%) of the rentable and occupied tenant spaces on the Property. If Buyer elects to terminate this Agreement in the event the conditions of this Section have not been satisfied, upon such termination, the Earnest Money Deposit shall be refunded and returned to Buyer, and Buyer shall have no further right or interest in the Property. If Buyer provides no such notice of termination within the time herein specified, Buyer's right to terminate this Agreement pursuant to this Subsection (d) shall be deemed conclusively waived. In the event Seller provides a Landlord-signed estoppel certificate under this Section and thereafter a tenant-signed estoppel certificate satisfying the conditions of this Section is obtained from the tenant for whose lease such Landlord estoppel was provided, the Landlord estoppel certificate shall be deemed rescinded and of no force or effect and Seller shall have no duty or liability thereon or therefor.

e. Seller's Disclosure Statement. Simultaneously with the execution of this Agreement, Seller shall deliver to Buyer a fully completed and executed Seller's Disclosure Statement (a "Form 17") for the Property.

f. Confidentiality. All information delivered to Buyer hereunder or otherwise obtained by Buyer pursuant to this Agreement shall be used exclusively for Buyer's use in connection with the ownership or operation of the Property. Except where such information is a matter of public record, Buyer shall keep such information strictly confidential by Buyer and, except for disclosures necessary in connection with Buyer's decision whether or not to purchase the Property, including, but not limited to, disclosures to its employees, agents, attorneys, accountants and other consultants, shall not be disclosed to any party or person without the written consent of Seller.

7. REPRESENTATIONS.

a. Seller's Representations. Seller represents to Buyer that the following statements are true as of the Effective Date. Seller further agrees, as a condition to Closing, the

following (subject to any modification made in accordance with Subsection b. hereof) shall be true as of the date of Closing:

(1) Zoning and Other Laws. Seller represents that the redevelopment of the Property in accordance with the Development Criteria described in Sections 15 through 18 of this Agreement is within the scope of actions allowable under the zoning codes applicable to the Property, subject, however, to all other permitting and regulatory requirements that apply to any proposed development, including, building codes, sign codes, ADA requirements and such other permitting and land-use requirements applicable to any proposed development (i.e., this representation is not a representation or warranty, express or implied, of the qualification for permits of any particular intended development). Seller further represents and warrants it has no present intent to adopt or make any material change prior to Closing in the zoning of the Property that would adversely affect the ability to proceed with proposed development as allowed under zoning in effect as of the Effective Date.

(2) Seller has not received any written notice from any governmental agency alleging that the Property or the use thereof by Seller or any Tenant is in violation of applicable statutes, codes, ordinances, rules or regulations, including, but not limited to, building codes, building or use restrictions and zoning ordinances.

(3) No Litigation. There is no pending or overtly threatened litigation or administrative action that will have an adverse effect on the Property.

(4) Eminent Domain. There is no pending or overtly planned eminent domain, condemnation or other governmental taking of the Property or any portion thereof.

(5) Hazardous Substances. Except as set forth in any environmental reports delivered to Buyer in connection herewith (including the reports and documents identified in the Environmental Conditions Summary report for Kenmore Village dated March 12, 2013, prepared by GeoEngineers, Inc., of Redmond, Washington) which reports disclose, among other things, the presence of Perchloroethylene in groundwater under the Property, which appears to have originated off-site from a dry cleaner located on the adjoining property, (a) Seller has no actual knowledge of the presence of any underground storage tanks on the Property or the placement or removal of any underground storage tanks on or from the Property during Seller's ownership of the Property; (b) Seller has no actual knowledge of any enforcement, cleanup, removal or other governmental or regulatory actions being instituted, contemplated or threatened against Seller or the Property; and (c) Seller has received no actual notice of any claims made by any third party or other person with respect to the Property seeking damages, contribution, cost recovery, compensation, loss, or injury resulting from Hazardous Substances. This representation of Seller shall survive closing. "Hazardous Substances" shall mean petroleum or petroleum byproducts, PCBs, and any other waste, substance or material now or hereafter defined, listed or designated as hazardous, toxic, a pollutant, waste or otherwise harmful to human health or the environment under any applicable federal, state or local law, statute, regulation or ordinance. The foregoing

representation does not pertain in any way, and Seller expressly disclaims and does not make, any representation or warranty of any kind, express or implied, with respect to the presence or absence of asbestos or asbestos-containing materials on the Property or in any building or improvement located on the Property. Seller's providing of the GeoEngineers report referred to herein shall not be implied as constituting any covenant, agreement, representation or undertaking by Seller to take or be responsible for the cost or performance of any remediation or other action of any kind relating to or with respect to any Hazardous Substances disclosed or identified in such report, nor does Seller give any representation or warranty of any kind as to the contents of such GeoEngineers report other than to state that the GeoEngineers report is or has been provided to Buyer in the same form as provided to Seller.

(6) Assessments. There are no special or general assessments that are in addition to those disclosed in the title report which have been levied against or are overtly planned for the Property.

(7) No Breach of Agreements. This Agreement and the consummation of the transaction evidenced by this Agreement does not constitute a violation of any other agreement to which Seller is a party, or any law, statute or ordinance which is binding upon the Property or Seller.

(8) Authority of Seller. This Agreement is a valid and binding obligation of the Seller. Seller is a governmental entity. The person signing this Agreement on behalf of Seller has obtained all necessary authorizations and approvals to execute this Agreement on behalf of Seller, and except as to such actions, no authorizations or approvals, whether of other governmental bodies or otherwise, are or will be necessary in order for Seller to enter into this Agreement. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereunder will, to Seller's actual knowledge, conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller.

(9) Nonforeign Status. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

(10) Leases.

(a) As of the date of the Rent Roll, Seller has not received any written notice of any offsets, defenses or claims against rent or other charges payable to Seller or other performance or obligations otherwise due from tenants under any Lease, except as specifically set forth in the Rent Roll, and

(b) Seller will provide Buyer with access to true, correct and complete copies of each Lease referred to in the Rent Roll.

(11) Purchase Rights. No person or entity has a contract or option to purchase, letter of intent, right of first refusal or first offer, or similar right with respect to the Property that is presently outstanding.

b. Update of Representations. In the event any of the foregoing representations of Seller in Section 7(a) are or become untrue on or before the Closing Date, or if Seller obtains information indicating any such representation will become untrue on or before the Closing Date, then Seller shall, by written Certificate of Amendment to Seller Representations (the "Certificate") delivered to Buyer within one (1) business day after Seller becomes aware such representation is or will become untrue before the Closing Date, which Certificate shall amend such representation(s) in such way as necessary for such representation(s) to be accurate as of the Closing Date. If such change to any representation(s) arose either by reason of a change in Seller's knowledge first obtained after the Effective Date or as a result of a change in facts or circumstances not caused by a breach by Seller of its obligations under this Agreement, then such change shall not be a breach or default by Seller under this Agreement; *provided, however*, in such event, as its sole remedy for such change, Buyer shall have the right to cancel this Agreement and receive back its entire Earnest Money Deposit by providing written notice of such election to Seller within two (2) business days after receipt of the Certificate. If Buyer provides no such notice within such time, then Seller's representations and warranties shall be deemed modified with Buyer's consent to conform to the change stated in the Certificate and there shall be no other change to this Agreement. If the exception or qualification set out in the Certificate relates to a matter known by Seller not to have been true as of the Effective Date, then such known misrepresentation shall constitute a Seller default and Buyer shall have as its sole remedy therefor the right to terminate this Agreement and receive damages for such Seller's default as set forth in Section 10(b), or alternatively Buyer may elect to waive such default and proceed to complete its purchase of the Property with Seller's representations and warranties deemed modified by the Certificate. Buyer shall be deemed to have elected to waive such default and proceed to complete its purchase of the Property with Seller's representations and warranties deemed modified by the Certificate unless Buyer gives Seller a written notice of termination under this Section 7(b) within three (3) business days after Buyer receives the Certificate. If no such Certificate is delivered by Seller, then as of the Closing Date, the representations in Section 7.a. shall be deemed re-given as of the Closing Date exactly as set forth in Section 7.a. If one or more Certificates are given to Buyer and Buyer does not terminate this Agreement, and if Closing occurs, then as of the Closing Date Seller's representations as given in Section 7.a shall be deemed given exactly as appears in the text of Section 7.a subject only to such exception or qualification stated in such Certificate(s).

c. Seller's Actual Knowledge. As used herein, "to Seller's knowledge" or "to the actual knowledge of Seller," or words of similar import means the representation is limited to the actual, as opposed to constructive, knowledge of the City Manager of Seller.

d. Buyer's Representations. Buyer represents to Seller that this Agreement is a valid and binding obligation of Buyer. No authorizations or approvals, whether of governmental bodies or otherwise will be necessary in order for Buyer to enter into this Agreement. Neither the

execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereunder will, to the best of Buyer's actual knowledge, conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer.

Buyer further represents and warrants to Seller that Buyer has full power and authority to enter into this Agreement. All requisite corporate, limited liability company or other entity action that is required for Buyer to enter into this Agreement has been taken by Buyer in connection with the execution of this Agreement. Except as expressly set forth in this Agreement or the documents delivered at Closing, Buyer acknowledges that no warranties, guarantees or representations have been or are being made by Seller or any agent or representative of Seller concerning the Property. This transaction is also subject to Section 14 below.

d. Survival. Except as otherwise expressly stated in this Section 7, all representations, warranties, agreements and indemnities contained in this Agreement and in all documents executed at closing shall survive the closing of this transaction (and not merge into the Deed and the recordation thereof) and shall remain enforceable.

8. CONDITIONS TO CLOSING.

a. Buyer's Conditions. Buyer's obligation to close this transaction is subject to the satisfaction of all of the following conditions in all material respects:

(1) Seller's Compliance. Seller's fulfillment of each of its obligations under this Agreement in all material respects.

(2) Seller's Representations. The accuracy of all of Seller's representations set forth in Section 7a. of this Agreement, as modified pursuant to Section 7b., if applicable, in all material respects. At Closing Seller shall deliver to Buyer a certificate reaffirming that all such Seller's representations are true and correct in all material respects as of the date of Closing.

(3) Estoppels. Buyer's receipt of the estoppels pursuant to Section 6.d and/or waiver of the right to terminate this Agreement as provided in that Section.

(4) Status of Title. The absence of any monetary lien or other defect in title to the Property that was not permitted by this Agreement or approved or deemed by Buyer. If there is any such monetary lien or defect, Buyer at its option may elect to assume or pay off any such monetary lien, or cure any such defect, and the cost incurred by Buyer shall be a credit against the Purchase Price.

(5) Permitted Uses. The absence of any material violation of any applicable statute, law or regulation regarding the physical condition of the Property or Seller's use

thereof or of any material change in any laws or statutes which materially affect the Buyer's ability to use the Property for its current purposes;

(6) Condemnation. The absence of any condemnation. If Buyer waives this condition after the institution or threat of institution of condemnation proceedings that result in the taking of any of the Property and this transaction closes, Seller shall assign to Buyer on the Closing Date all condemnation awards and rights to awards that were not used by Seller to pay the costs of any restorations of the Property necessitated by the condemnation.

(7) Casualty. If the Improvements suffer any substantial damage by casualty which is not repaired by the Closing Date, Buyer may at its sole option either cause this transaction to close without increase or decrease in the purchase price, provided, however, that Buyer shall be entitled to all insurance proceeds, plus the amount of Seller's deductible shall be credited against the purchase price or Buyer may choose to not complete this purchase and Seller shall immediately refund all Earnest Money and neither Buyer nor Seller shall have any further obligation to one another. For purposes of this Section, the words "substantially damaged" mean damage that would cost Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) or more to repair.

(8) Documentation. Negotiation and execution of all documentation required under this Agreement, including but not limited to the Declaration of Covenants.

(9) Town Green and Declaration of Covenants. Buyer and Seller shall have reached mutual agreement upon the design and options as to location and configuration, and all other principal elements of the Town Green, as described in Section 16.a, and Buyer and Seller shall have agreed upon the form and contents of and shall have executed and acknowledged and directed Escrow Agent to record at Closing the Declaration of Covenants.

b. Seller's Conditions. Seller's obligation to close this transaction is subject to the satisfaction of all of the following conditions in all material respects:

(1) Buyer's Compliance. Buyer's fulfillment of each of its obligations under this Agreement in all material respects.

(2) Buyer's Representations. The accuracy of all of Buyer's representations in this Agreement in all material respects. At Closing Buyer shall deliver to Seller a certificate reaffirming that all of Buyer's representations contained herein continue to be true and correct in all material respects.

(3) Documentation. Negotiation and execution of all documentation required under this Agreement, including the Declaration of Covenants.

(4) Town Green and Declaration of Covenants. Buyer and Seller shall have reached mutual agreement upon the design and options as to location and configuration, and all other principal elements of the Town Green, as described in Section 16a, and Buyer and

Seller shall have agreed upon the form and contents of and shall have executed and acknowledged and directed Escrow Agent to record at Closing the Declaration of Covenants.

9. CLOSING.

a. Closing Date. This transaction shall be closed on the "Closing Date," which shall be the fifteenth (15th) day after the end of the Review Period, or the 15th day after the day on which Buyer gives its notice of acceptance of the Property under Section 4.d hereof, whichever is sooner. If the date set for closing according to the preceding sentence is a Friday or non-banking day, then closing shall occur on the first business day thereafter. The Closing Date may be changed by mutual agreement of the parties evidenced in a letter or other writing signed by each party (or, for either party, by its legal counsel) and provided to the Escrow Agent.

b. Manner and Place of Closing. This transaction shall be closed by the Escrow Agent. Closing shall take place in the manner and in accordance with the provisions set forth in this Agreement. This Agreement shall constitute the parties' joint closing instructions to the Escrow Agent, which the Escrow Agent may follow with acquittance. Either party may submit additional closing instructions to the Escrow Agent, provided that a copy of any such additional closing instructions shall be given to the other party or other party's attorney (and if not given, may be provided by the Escrow Agent to the other party or other party's attorney), which additional instructions must, however, not conflict with the terms of this Agreement. The Escrow Agent shall have the right to disregard any such additional closing instructions or portions thereof, including any additional conditions to closing or change in allocation of costs or monetary terms, which conflict with the express terms stated in this Agreement.

c. Prorations; Adjustments.

(1) All utility expenses, all obligations under Service Contracts which are not terminated by the Closing Date and all rentals received from tenants as of the Closing Date and other fees received as of Closing under any Lease or other agreement concerning the Property shall be prorated and adjusted between the parties as of the Closing Date. All real and personal property taxes shall be prorated based upon the year in which they are assessed. At Closing, Buyer shall be given a credit against the purchase price of a dollar amount equal to the sum of all refundable tenant deposits or prepaid rents held by Seller. Each party will pay its own attorneys' fees.

(2) With respect to any rentals that are past due on the Closing Date, Buyer shall make customary good faith efforts to attempt to recover the same from the tenant for a period of sixty (60) days following the Closing Date. Buyer shall not be obligated to expend any monies toward such collection efforts. Buyer shall provide Seller with a report at the end of such period in which both such efforts and the results thereof are identified. All rentals received from such tenants subsequent to the Closing Date, after deduction of necessary collection costs, shall be applied first to the rent due and payable to Buyer on and after the Closing Date and then to the rent due to Seller for any period prior to the Closing Date. Rents received after the Closing Date for the

month in which Closing occurs shall be divided between Seller and Buyer pro-rata based on the number of days each has owned the Property during the month in which Closing occurs. Nothing contained in this subparagraph shall impair Seller's rights to pursue any monetary claims against any tenant who is in default under any Lease prior to the Closing Date; provided, however, such actions shall not include any evictions or lease termination petitions. Proration of additional rent paid by tenants for taxes, insurance premiums and common area charges shall be prorated by Seller and Buyer outside of closing.

(3) Seller will attempt to have utility meters read as of the Closing Date. To the extent that this is not possible and to the extent that any other obligation for continuing services is incurred, and statements are rendered for such services covering periods both before and after the closing Date, the amount will be adjusted between the parties as of the Closing Date on a per diem basis. Seller will forward all such statements that are proper statements to Buyer along with Seller's payment for its share and Buyer will pay the same.

(4) Seller shall pay any real estate excise tax in connection with this sale, and Buyer shall pay the sales tax attributable to Personal Property and the recording fees for Seller's deed.

(5) Seller shall pay the premium for an owner's standard coverage owner's policy of title insurance. Buyer shall pay for the extended coverage portion of the premium.

(6) Seller and Buyer shall each pay one-half of the escrow and closing fees charged by the Escrow Agent.

d. Events of Closing. Provided the Escrow Agent has received the sums and is in a position to cause the title insurance policies to be issued as described below, this transaction will be closed on the Closing Date as follows:

(1) Seller shall provide Buyer with (i) a certificate to the effect that to the actual knowledge of Seller, there have been no material changes in regard to the matters set forth under Section 7.a or (ii) a certificate to the effect that to the actual knowledge of Seller, there have been no material changes in regard to the matters set forth under Section 7.a, except for those exceptions or qualifications authorized by Section 7.b. If Seller delivers a certificate containing exceptions or qualifications under clause (ii) of the preceding sentence that arose by reason of a change in Seller's knowledge after the Effective Date, Buyer shall deliver its written approval of Seller's certificate to the Escrow Agent if Buyer determines to proceed with the purchase of the Property.

(2) Seller shall provide Buyer with the Certificate of Nonforeign Status as provided in Section 7.a (11).

(3) Seller shall deliver the originals of all of the Leases and all of Seller's documents, plans, specifications, reports, studies and contracts relating to the Property which are in Seller's or its manager's possession.

(4) Seller shall deliver the estoppel certificates required under this Agreement.

(5) Seller shall execute and deliver a notice to each tenant of the Property advising such tenant of the sale of the Property and advising them to pay all future rentals to Buyer or as otherwise directed by Buyer.

(6) Seller shall assign to Buyer all warranties and warranty payments, appeal rights, insurance proceeds, condemnation awards and approved Service Contracts as and to the extent required by this Agreement, which assignment shall be in the form attached hereto as Exhibit G.

(7) The Escrow Agent shall calculate the prorations described in Section 8.c., and the parties shall be charged and credited accordingly.

(8) Buyer shall pay the Purchase Price to Seller adjusted for the charges and credits set forth in this Agreement.

(9) Any liens to be paid by Seller at closing pursuant to Section 5.a. shall be paid and satisfied of record at Seller's expense.

(10) Seller shall assign the Leases to Buyer by good and sufficient assignment, which assignment shall be in the form attached hereto as Exhibit E.

(11) Seller shall convey the Personal Property without warranty except for warranty of title by good and sufficient Bill of Sale in the form attached hereto as Exhibit C.

(12) Seller shall convey the Property to Buyer by statutory warranty deed in the form attached hereto as Exhibit F, subject to the matters accepted by Buyer pursuant to Section 5.

(13) Seller shall assign those Service Contracts to Buyer that Buyer elected to assume or that could not be terminated by the Closing Date because of their terms by good and sufficient assignment, which assignment shall be in the form attached hereto as Exhibit G.

(14) Each of Buyer and Seller shall have executed and delivered to Escrow Agent, with instructions to record and deliver consistent with the terms of this Agreement, all of the documents and instruments referred to in this Agreement as necessary for Closing, including the Declaration of Covenants, the Deed, the Assignment and Assumption of Leases, the Assignment and Assumption of Contracts, and all such other documents as necessary for Closing.

(15) The Escrow Agent shall be irrevocably committed to issuing the policy described in Section 5.a. upon recordation of the closing documents.

(16) The Escrow Agent shall record the deed to Buyer and the Declaration of Covenants at Buyer's expense.

e. Title Insurance. As soon as possible after the Closing Date, the Escrow Agent shall furnish Buyer an ALTA extended coverage owner's policy of title insurance in the amount of the purchase price for the Property, in the form, and subject to those exceptions, agreed to by Buyer pursuant to Section 5 of this Agreement.

f. Possession. Subject to the rights of tenants as tenants only under the Leases, Seller shall deliver possession of the Property to Buyer on the Closing Date subject to the Leases.

10. DEFAULTS AND FAILURE TO CLOSE.

a. Seller's Remedies. If Buyer fails to complete this purchase without legal excuse, Seller shall have the right to receive the Earnest Money Deposit referred to in Section 3 as its sole and exclusive remedy. The parties acknowledge that this provision is intended to satisfy the requirements of RCW 64.04.005(1)(a) the terms of which are incorporated into and made a part of this Agreement by this reference. Buyer acknowledges the Property is not being purchased by Buyer primarily for Buyer's personal, family or household use, or household purposes. The parties have agreed that Seller's damages in the event of Buyer's failure, without legal excuse, to complete its purchase of the Property would be actual but would be extremely difficult or impracticable to determine, and the parties therefore acknowledge that the Earnest Money has been agreed upon between them, after due negotiation, as the parties' reasonable estimate of Seller's damages in such event. Retention of the Earnest Money shall constitute Seller's exclusive remedy against Buyer at law or in equity in the event of a failure by Buyer to complete its purchase of the Property without legal excuse but shall not satisfy or affect any of Seller's remedies for a breach, after Closing, of any of Buyer's obligations under this Agreement which survive Closing or are to be performed after Closing or Buyer's breach of any agreement, document or instrument executed by Buyer at or after Closing.

b. Buyer's Remedies. In the event that the transaction fails to close on account of Seller's fault, Buyer shall have the right to seek specific performance of Seller's obligation to convey title to the Property to Buyer pursuant to this Agreement, or alternatively (but not in addition to specific performance), Buyer, at its option, may elect to terminate this Agreement and receive return of the Earnest Money Deposit on written demand, together with reimbursement of all of Buyer's out of pocket expenses actually incurred by Buyer. Notwithstanding the foregoing, if Buyer would elect to pursue specific performance, but that remedy is not available or cannot be awarded, then Buyer, may pursue any other remedy available to Buyer at law or in equity.

c. Defaults. Except for the parties' wrongful failure to close by the required Closing Date, except as to its duty to make timely delivery of funds and/or documents as listed in Section 9(d), neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of ten (10) days following the date such notice is given. As to each party's duty to make timely delivery of funds and/or documents into escrow as specified in Section 9(d), a party that fails timely to do so shall be in default hereunder as of the time such funds and/or documents are due but not delivered and no notice or ten-day (or other period) to cure such default shall be required or apply, and the other party shall be entitled thereupon to enforce its remedies without any further delay.

d. No Consequential, Incidental or Punitive Damages. Notwithstanding any term or provision of this Agreement to the contrary, neither Seller nor Buyer shall under any circumstance relating to or arising from this Agreement, its performance or its default, be liable to the other for damages in the nature of consequential, incidental, punitive or exemplary damages (which include any claim for "lost profits," "lost opportunity" "opportunity costs," tax consequences and similar types of alleged damages). It is the intent of the parties that, in the event of a claim by either of them against the other, relief shall be limited to the actual, out-of-pocket loss of the party making the claim and not for any damages in the nature described above, irrespective of whether the same may actually exist or arise as a consequence of or be incidental to such out-of-pocket costs, or in the nature of punitive or exemplary damages. Nothing herein is intended to bar either party from recovering its attorney's fees and costs to the extent allowed by any other term of this Agreement or applicable law.

11. CONDUCT OF BUSINESS.

a. Contracts. From the date of this Agreement until the Closing Date, Seller shall perform all of the landlord's obligations as and when required by the Leases and shall continue to operate the Property in accordance with customary and prudent management and operating standards and practices. Seller will not enter into any purchase contract obligation that will not be paid in full prior to the Closing Date or any service, maintenance or management contract that cannot be canceled upon thirty (30) days' notice at no cost to Buyer unless Seller first obtains the written approval of Buyer.

b. Property Maintenance. Seller agrees to maintain and repair the Property between the date of this Agreement and the Closing Date so as to cause the same to be delivered to Buyer in substantially the same condition existing as of the Effective Date, ordinary wear and tear, damage by casualty and damage by condemnation excepted pursuant to the terms and conditions of Sections 8a. (6) and (7) above.

c. Tenant Leases. Following the Effective Date, Seller shall not enter into any new Leases or agree to modify any existing Leases without Buyer's prior written approval. Notwithstanding the foregoing, should Seller execute or modify any Leases prior to Buyer's acceptance of the Property pursuant to Section 4 above, then in such event, Seller shall provide

copies thereof to Buyer no later than two (2) business days after execution thereof, and if the Review Period has less than five (5) business days remaining, then in such event the Review Period shall be automatically extended for five (5) business days to allow Buyer to evaluate the new or modified lease(s). Nothing herein shall bar Seller from taking, consenting to or acting on any action specifically required or called for under any lease that may occur between the Effective Date and Closing, i.e., accepting tenant renewals in accordance with the existing lease terms, taking over premises from a tenant that vacates at the end of its lease term, provided that Seller shall provide Buyer with at least two (2) business days' written notice of its intent to take any such action.

d. If, between the date of this Agreement and the Closing Date, Seller receives any written notice or written citation or any other indication of any alleged or possibly alleged violation of any statute, code, ordinance, rule or regulation with respect to the Property or Seller's use thereof which will have an adverse effect on the Property, Seller shall promptly provide Buyer with a true and correct copy thereof.

e. Termination of Service Contracts. All Service Contracts that Buyer does not elect to assume shall be terminated on the Closing Date, unless the Service Contract contains provisions that would make it a breach of contract to terminate the contract on or before the Closing Date. If the Service Contract contains provisions that would make it a breach of contract to terminate the contract on or before the Closing Date, then Seller shall provide Buyer a list of all such contracts and Seller shall give written notice of termination within two (2) business days after Buyer accepts the Property pursuant to Section 4(d) above and Buyer shall assume the unexpired term of the Service Contract on the Closing Date.

f. Termination of Management Agreement. Seller shall take such steps to cause Seller's current management agreement, if any, to terminate on the Closing Date, unless otherwise agreed to by Buyer in writing.

12. AGENCY REPRESENTATION; BROKERS' COMMISSION. Seller and Buyer represent to each other that they have had no dealings with any broker or finder in connection with this Agreement or the transactions contemplated hereby, except that Seller has been represented by Colliers Retail Investment Services (the "Broker"). Seller shall pay a commission to the Broker in an amount pursuant to a separate agreement between Seller and Broker. The parties represent to each other that no other broker or person other than Broker is entitled to receive any broker's commissions or finder's fees or similar compensation in connection with any aspect of this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, other than the commission to Broker set forth above, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. The party against whom the claim for such fees is made shall indemnify and defend and hold the other party harmless from any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated herein.

13. INDEMNIFICATION.

a. Seller's Indemnification. Seller agrees to defend, indemnify and hold Buyer harmless from and against all claims, damages, losses, and attorneys' fees that are caused by Seller's failure to perform any landlord's or owner's obligation under any Lease or Service Contract for the Property prior to the Closing Date.

b. Buyer's Indemnification. Buyer agrees to defend, indemnify and holds Seller harmless from and against all claims, damages, losses, and attorneys' fees which are caused by Buyer's failure to perform any landlord's or owner's obligation under any Lease or Service Contract for the Property assumed by Buyer on and after the Closing Date.

c. Survival of Indemnifications. Each of the indemnifications contained in this Section shall survive the closing of this transaction.

14. BUYER'S INDEPENDENT INVESTIGATION; AS-IS SALE

a. Buyer's Investigation. Buyer's giving of a notice pursuant to Section 4(d) hereof electing not to allow this Agreement to be terminated, and Buyer's proceeding to Closing and acquisition of the Property, shall each constitute Buyer's acknowledgment, agreement and representation to Seller that Buyer has been given full opportunity to inspect and investigate each and every aspect of the Property deemed pertinent by Buyer to its decision to acquire the Property in accordance with this Agreement, either independently or through agents of Buyer's choosing, including, without limitation:

(1) all matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

(2) the physical condition of the Property, including, without limitation, the square footage of the Property, the structure, geotechnical and seismic capabilities of the Property, the paving, the utilities, if any, and all other physical and functional aspects of the Property. Such examination of the physical condition of the Property shall include, but not be limited to, the Buyer's examination of the presence or absence of Hazardous Substances as defined in this Agreement;

(3) any easements and/or access rights affecting the Property;

(4) all tenant leases, service contracts and all other documents or agreements of significance affecting the Property; and

(5) all other matters of material significance affecting the Property.

Without limitation on the foregoing, Buyer's completion of Closing and purchase of the Property shall further constitute Buyer's knowing and intentional purchase and assumption, and a transfer

to Buyer of, all risks, liabilities, damages, obligations and other consequences, legal or otherwise, associated with or arising from the environmental conditions of the Property and of any adjoining property as disclosed in any of the environmental reports or other materials provided to Buyer, including (but not limited to) the report of GeoEngineers, Inc., of Redmond, Washington, dated March 12, 2013 addressed to the City of Kenmore on the subject of "Environmental Conditions Summary, Kenmore Village" and all reports, documents and information cited or referred to therein. Buyer acknowledges that, if Buyer proceeds to Closing, Buyer shall be deemed to have represented and warranted to Seller that Buyer has reviewed such report and its contents and that Buyer has made a knowing and informed decision to assume any risks, liabilities, obligations and other consequences of ownership of the Property which may arise from any of the foregoing.

b. Buyer's Waiver of Reliance. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY EXCEPT TO THE EXTENT AS EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, the structural elements, seismic capabilities of the Property, appurtenances, access, sewage, utility systems, if any, the square footage of the Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, if any, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Substances on, under or about the Property or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property, (x) the contracts or other agreements affecting the Property and (xi) the economics of the operation of the Property. *Provided*, the foregoing does not apply to Seller's representations and warranties as expressly stated in Section 7 hereof, which are not subject to or limited by this Section 14.

c. Buyer's Release of Seller. Buyer, on behalf of itself and its successors and assigns, except as expressly set forth in this Agreement or the documents delivered at Closing and expressly excepting out Seller's liability with respect to its representations and warranties in Section 7, waives its right to recover from, and forever releases and discharges, the City of Kenmore and all of its officers, employees, and officials to the extent of their official capacity acting on behalf of the City of Kenmore (the "Seller Release Parties") from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys'

fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be related to or connected with (i) the physical condition of the Property including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, the environmental condition of the Property and Hazardous Substances on, under or about the Property, (ii) any matter within the scope of matters referred to in Subsections (a) and (b) in this Section 14, or (iii) any Environmental Law. This release does not apply to (i) any predecessors in interest to Seller, or any parties in privity of contract (other than the Seller Release Parties) with Seller and/or (ii) any third parties against whom a claim may be made regarding any condition of the Property, and/or (iii) any breach by Seller of the representations and warranties in Section 7 of this Agreement, and Seller covenants to cooperate with Buyer, its successors and assigns, as may be necessary from time to time, including but not limited to assignment of claims and related matters (but not as to any such actions that may result in material cost to Seller or Seller Release Parties), to allow Buyer and its successors and assigns to pursue any and all claims against any other parties regarding the condition of the Property.

15. **BUYER COVENANT NOT TO RE-SELL.** Buyer hereby covenants and agrees that Buyer shall not, and shall not have the lawful authority to, sell, transfer, or otherwise permit any change of ownership of the Property or any part thereof or a transfer, in a single transfer or multiple transfers, aggregating fifty percent (50%) or more of the ownership or equity interests in Buyer (any and all of the foregoing, a "Change of Ownership") prior to an approved site plan for the property and completion (meaning Certificate of Occupancy, or Temporary Certificate of Occupancy, obtained) of at least 20,000 square feet of new construction at the Property. Notwithstanding the foregoing (and subject to all subdivision and other legal requirements existing independently from this Agreement), Buyer shall have the right to sell one (1) individual building on the Property prior to completion of 20,000 square feet of new construction, so long as no Change of Ownership has occurred with respect to the remainder of the Property. No such sale shall in any way be deemed a waiver of the requirements of this Section. The Declaration of Covenants shall include language incorporating the terms of this Section.

16. **GENERAL REQUIREMENTS FOR PROPERTY IMPROVEMENTS.** Buyer acknowledges and agrees, as part of any construction, development or other work or improvement Buyer undertakes on the Property after Closing, the following shall apply:

a. **Town Green Designation.**

(i) As part of the commercial site development plan application and approval process, a portion of the Property shall be set aside for dedication to the public use as a Town Green or Town Square on the Property (the "Town Green"). During the Environmental Review Period, Buyer and Seller shall work together in a good faith effort to reach agreement on the principal elements of the Town Green, including the up to three (3) potential locations and configurations for each location as described below, general design specifications, permitted and prohibited uses, the types of improvements to be placed thereon, determination as to how and by whom the use of the Town Green is

to be controlled, and the Specifications as described below. During the Environmental Review Period, Buyer and Seller shall endeavor in good faith to agree upon up to three (3) potential locations for the Town Green along with agreement as to the configuration of the Town Green that would apply for each such potential location. After closing, at Buyer's sole discretion, Buyer may select any one of the agreed-upon locations for the Town Green, in which event the Town Green shall be dedicated at such location and in the configuration agreed upon by Buyer and Seller during the Environmental Review Period for that location. In addition to the above, the Town Green, wherever located or configured, shall conform to the following Specifications, the details of which must be agreed upon during the Environmental Review Period as a condition to satisfaction of the condition stated in Section 4a.(ii): The Town Green shall be: 1) approximately 10,000 square feet in size (subject to adjustment as described below); 2) at or very close to the elevation of the street (or back of sidewalk) level; 3) open at all times for public gatherings and use; 4) immediately adjacent to commercial building(s); 5) the Seller's "front door" for the project, prominent and easily visible from the street and not tucked in the back of the Property; 6) a single contiguous parcel of real property; 7) with a covered or indoor portion, if but only if agreed upon by Seller and Buyer; and 8) served by utilities for water and electricity. During the Environmental Review Period, Buyer and Seller shall further endeavor to reach agreement as to responsibility for the cost of and for the supervision or control of construction, installation, maintenance and repair of those improvements (including landscaping) which Seller and Buyer agree to be placed on the Town Green. Buyer's commercial site plan application will include one of the alternative locations (including configuration) of the Town Green as agreed upon between Buyer and Seller during the Environmental Review Period. The Purchase Price and other consideration Seller has agreed to accept in this Agreement for the Property assumes ten thousand (10,000) contiguous square feet of the Property shall be dedicated to and for perpetual public use thereof as the Town Green at the time of site plan approval. Costs and responsibility for detailed design and construction of the Town Green will be agreed upon by the Seller and Buyer in a future agreement, the terms, conditions and form of which shall be agreed on not later than the end of the Environmental Review Period.

(ii) If as a result of an express mutual agreement reached between Buyer and Seller the Town Green is materially greater or less than ten thousand (10,000) square feet, then Seller shall pay to Buyer (or if materially less than 10,000 square feet, Buyer shall pay to Seller) a price equal to the per square foot price of the Property under this Agreement. As used in the immediately-preceding sentence, "materially" means by five hundred (500) square feet or more. Notwithstanding anything to the contrary set forth herein, the Town Green size shall not exceed 10,000 square feet without express agreement of Buyer nor be materially less than 10,000 square feet without the express agreement of Seller.

(iii) At such time as a final site plan is determined by Buyer, and after final site plan approval and as a condition thereto, Buyer shall dedicate the Town Green, as located and configured in the approved site plan, to and for perpetual public use.

Buyer shall bear the cost of and be responsible for the survey work, legal description, and other costs and services necessary to dedicate the Town Green property for such use. This Town Green dedication provision in no way implies that the Seller shall be responsible for any portion of the overall site development application or design costs (except to the extent agreed upon by Seller during the negotiation as to the nature and type of improvements to be placed on the Town Green), nor shall the Seller bear any responsibility or costs for submitting the commercial site development application.

(iv) Buyer acknowledges the intent is that, the Town Green will be an active and engaging, park-like place for the public, conducive to resting, reflection, conversation, quiet gathering and similar uses. It is a public place at the center of things, where people from different backgrounds can strike up a conversation. It is important that this square be integrated with other uses so that it has life day to day. The Town Green shall be, in effect, the "front door" for Seller's intended plan for development of the Property and adjoining properties to cause the area occupied by such properties to become a community gathering place, and Seller agrees that its decisions governing the use of the Town Green and the nature and type of improvements to be installed or constructed thereon shall be consistent with such intention. Seller further agrees the planned uses of the Town Green should be consistent with and not materially impede Buyer's development of the Property for retail purposes contemplated by this Agreement such that Seller's design and uses of the Town Green should be such as not to result in any material burden upon parking used by Buyer or Buyer's tenants or otherwise materially interfere with the ability of Buyer's tenants to conduct business in the retail spaces to be developed by Buyer on the Property. Seller and Buyer acknowledge that the CC&Rs to be drafted during the Environmental Review Period shall address the use, operation and maintenance of the Town Green, which CC&Rs shall be incorporated into the Declaration of Covenants.

b. Sidewalk, Landscaping and Street-side Improvements. Buyer agrees, and acknowledges as a condition to any permit for construction of improvements on the Property, Seller may require, and Buyer agrees, that such improvements shall include sidewalks and landscaping. The sidewalks and landscaping shall be of such nature consistent with those required under the City's regulations in KMC Chapter 18. Such improvements shall be installed along or adjacent to any portion of the Property that borders or is adjacent to a public street. Buyer agrees that the absence of such improvements for prior development or elsewhere along such public street shall not excuse Buyer's compliance with this Subsection b. as to any development constructed by Buyer on the Property.

c. Utility Lines. Electric power transmission and all other utility lines and conduits associated with any construction or improvements on the Property must be placed underground so that no utility lines are located above ground.

d. Construction of Approximately 20,000 SF of New Construction. Buyer agrees that its site plans, as submitted from time to time, before and after Closing, shall

contemplate not less than twenty thousand (20,000) square feet of new construction on the Property (the "New Construction"). If, at some point, Buyer elects to remodel an existing building on the Property, rather than demolish it, such remodel shall not be considered part of the New Construction. Buyer shall in such case submit to Seller a revised site plan showing where the New Construction shall be located if the location thereof is changed or affected by the remodel work.

17. RETAIL SPACE. Buyer acknowledges and agrees that, as a condition to any permit to be issued to Buyer by Seller (in Seller's capacity as a governmental entity with jurisdiction over the Property, and not in its capacity as a property owner or as Seller hereunder) or by any other governmental entity with jurisdiction over the Property, at least five thousand (5,000) square feet of rentable interior space created as part of any new construction undertaken by Buyer on the Property (as referenced in Section 15 above) shall be dedicated and used exclusively as retail space. As used herein, "retail space" means space used by "retail" uses as defined in KMC 18.20.2364 and consistent with permitted or conditionally permitted use allowances in the Downtown Commercial zone in KMC 18.25.020, as it may be amended from time to time, provided that Buyer covenants it will not include the following uses on the Property listed below. This retail requirement shall be incorporated into the Declaration of Covenants described in Section 18 hereof, which shall further provide that none of the following uses shall at any time be permitted on or within the Property:

- (i) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
- (ii) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this provision shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction, or maintenance.
- (iii) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building.
- (iv) Any body shop repair operation.
- (v) Any mortuary or funeral home.
- (vi) Any primarily gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall; notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such governmental and/or charitable activities

are incidental to the business operation being conducted by the occupant of the Property.

- (vii) No "adult entertainment" stores or purveyors, including, but not limited to stores or purveyors selling, renting or otherwise offering pornographic videos, books, literature, "toys," or similar products.
- (viii) No auto supply, auto parts, tire stores or auto repair shops or facilities.
- (ix) Except as required by applicable law, no sellers, providers or purveyors of medical or recreational marijuana, cannabis or similar substances or products or products employed primarily in the use or consumption thereof.

18. COVENANTS. At Closing, and as a condition thereto, and prior to recording of any deed of trust, mortgage or security instrument against the Property, Buyer shall execute and deliver to Escrow Agent for recording a Declaration of Covenants in form and content mutually acceptable to Buyer and Seller (the "Declaration of Covenants" or "CC&Rs") incorporating each of the terms and conditions set out in Sections 15 through 17 hereof, in such form so that the covenants stated therein shall run with the land and be binding on Buyer and its successors and assigns with respect to the Property. Buyer and Seller shall work cooperatively and in good faith to reach agreement on the final form thereof prior to the end of the Environmental Review Period.

19. GENERAL PROVISIONS.

a. Assignments. Buyer shall have the right to assign this Agreement to a limited liability company, limited partnership, corporation or other entity owned by or under common ownership with Buyer without Seller's prior written consent, which assignment shall be effective upon Seller's receipt of written notice of such assignment. Buyer shall have the right to assign this Agreement to third parties unaffiliated with Buyer only with Seller's prior written consent, such consent not to be unreasonably withheld. In determining whether to consent to such assignment, Seller shall have the right to assess and determine, in its reasonable judgment, whether such proposed assignee demonstrates to Seller's satisfaction that it is (i) committed to the Position Statement for the Property and the City's Downtown Goals and (ii) capable of and willing to abide by all of the terms and agreements to which Buyer has agreed in this Agreement and related documents and whether, in Seller's judgment, it will be able to reach agreement with such proposed assignee on the matters set forth in Section 16a, and Seller shall not be required to consent to an assignment to any person or entity which, in Seller's reasonable judgment, will not satisfy such criteria.

b. Notices. Notices under this Agreement shall be in writing and if personally delivered, emailed or faxed shall be effective when received. If sent by a commercially recognized overnight courier for next business day delivery, a notice shall be deemed effective on the next business day after it is deposited with the overnight courier. Notices shall be delivered, emailed, couriered or faxed to the following address and telephone numbers:

“SELLER”
City of Kenmore
Atten: Rob Karlinsey, City Manager
18120 68th Ave NE | Kenmore, WA 98028
Fax: 425-481-3236
E-mail: rkarlinsey@kenmorewa.gov

Copy to: Inslee Best Doezie & Ryder, P.S.
Atten: Andrew L. Symons
777 108th Ave. N.E., Suite 1900
Bellevue, WA 98004
Fax: (425) 635-7720
Email: asymons@insleebest.com

“BUYER”
BCC – RPI Kenmore LLC
Attn: Larry R. Benaroya
Suite 250
3600 136TH Place SE
Bellevue, WA 98006
Fax: (425) 440-6730
Email: larryb@benaroya.com

Copy to: Benaroya Capital Company, L.L.C.
Attn: Marc G. Nemirow
Suite 250
3600 136TH Place SE
Bellevue, WA 98006
Fax: (425) 440-6730
Email: marcneimrow@benaroya.com

Copy to: Anne DeVoe Lawler
Jameson Babbitt Stites & Lombard
999 Third Avenue, Suite 1900
Seattle, WA 98104
Fax: (206) 292-1995
Email: alawler@jbsl.com

Any party may change its address for notices by at least five (5) days' advance written notice to the other.

e. Legal Relationships. This Agreement creates only the relationship of Seller and Buyer and no joint venture, partnership or other joint undertaking is intended hereby, and neither party hereto shall have any rights to make any representations or incur any obligations on

behalf of the other. Neither party has authorized any agent to make any representations, admit any liability or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal and no third party is intended to be benefited by this Agreement. The parties agree that this Agreement involves only the sale and purchase of real, personal and intangible property, that Buyer is not acquiring any business or ongoing liability of Seller, and except to the limited extent assumed by Buyer in writing, Buyer shall have no successor liability under this Agreement to any employee, agent or other person with whom Seller has contracted or is liable.

f. Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

g. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees in the preparation of its case at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

h. Entire Agreement. This Agreement, together with its Recitals and Exhibits, all of which are incorporated into and made part of the terms hereof, constitutes the entire contract, agreement and understanding of Buyer and Seller with respect to the subject matter hereof and supersedes and replaces all written and oral agreements previously made or existing between the parties with respect hereto.

i. Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Washington.

j. Subsequent Modifications. This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by each of the parties hereto. Any modification or amendment claimed to have been entered into orally or by conduct, if not meeting the requirements of this Section, shall be of no force or effect.

k. Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party shall extend to such party's employees, attorneys and agents and shall survive closing or the termination of this Agreement as the case may be.

l. Invalidity of Provisions. If any provision of this Agreement, or any instrument to be delivered to Buyer at closing pursuant to this Agreement, is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

m. Saturday, Sunday, and Legal Holidays. If the time for performance of any of the terms, conditions and provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

n. Intentionally deleted.

o. No Third Party Beneficiaries. This Agreement is for the benefit solely of the parties hereto and their respective heirs, assigns and successors, and is not intended for the benefit of and may not be enforced by any person or entity not a party hereto.

p. Headings. The headings or captions to each of the Sections of this Agreement are for convenience of reference only and are not part of the terms of this Agreement.

q. Counterparts; facsimile signatures. This Agreement may be executed in any number of original counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each party (i) agrees to permit the use, from time to time and where appropriate, of telecopied signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its respective telecopied signature, (iii) is aware that the other party will rely on the telecopied signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement and the documents effecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy. As used herein, the term "telecopied signature" shall include any signature sent via email in portable document format ("pdf").

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below their signatures below.

"BUYER"	"SELLER"
BCC – RPI KENMORE LLC, a Washington limited liability company	CITY OF KENMORE A Municipal Corporation
By: <u>McKernan</u>	By: _____
Name: <u>MICHAEL K McKernan</u>	Name: _____
Title: <u>Manager</u>	Title: _____
Dated: <u>6-4-13</u>	Dated: _____

EXHIBIT A

Legal Description

ALL OF BLOCK 13 OF NORTHLAKE TERRACE, ACCORDING TO THE PLAT
RECORDED IN VOLUME 33 OF PLATS, PAGE 20, IN KING COUNTY, WASHINGTON;

AND A 20 FOOT ALLEY LYING WITHIN SAID BLOCK AND ADDITION AND
ADJOINING THE NORTHERLY LINE OF LOT 10 THEREOF;

AND THAT PORTION OF VACATED KENMORE AVENUE, NOW 67TH AVENUE
NORTHEAST, WHICH LIES EASTERLY OF A LINE DRAWN 390 FEET WEST OF AND
DISTANT FROM THE EAST BOUNDARY LINE OF BLOCK 13 OF SAID ADDITION;

EXCEPT THE WESTERLY 150 FEET THEREOF.

EXHIBIT B

Contracts and Other Information

Seller will provide the following, to the extent existing and in Seller's possession:

1. Monthly operating expenses for the Property, including all property management reports from January 1, 2009 forward.
2. Intentionally deleted.
3. All previous capital budgets and expenses in existence from January 1, 2009, to present and to the extent available budgets for upcoming years.
4. Operating budgets for the previous years from and after January 1, 2009, including any narrative, as well any future budgets and narrative available.
5. A complete and accurate list of all personal property belonging to Seller and presently used in connection with the operation or maintenance of the Property.
6. All documentation in connection with the environmental and geotechnical condition of the Property, including any Phase I and/or Phase II reports concerning Hazardous Substances, all recorded documents affecting the Property, and any existing title reports on the Property (including copies of all exceptions) which are owned by or in the possession of Seller or its agents.
7. All service and maintenance contracts, equipment leases and other contracts currently in effect.
8. All architectural, construction, and any other plans for the Property if available, and copies of all engineering reports, ADA audits, construction, roof, equipment and other warranties, and similar documents in the possession of Seller or its agents dating from January 1, 2009, to present.
9. All surveys, including ALTA surveys for the Property.
10. All engineering studies, including but not limited to soils reports.
11. Evidence of all governmental approvals, including, but not limited to all certificates of occupancy for any present use.
12. All Leases currently in effect.
13. All Service Contracts currently in effect.
14. All permitting information on the Property with respect to present uses.

Contract No. 13-C1169.

EXHIBIT C

BILL OF SALE

_____, a _____ ("Seller"), in consideration of _____ and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged does hereby sell, assign and transfer to _____, a _____ ("Purchaser"), all of Seller's right, title and interest in, to and under the Personal Property (as defined in that certain Purchase and Sale Agreement dated as of _____ (the "Agreement") by and between Seller and Purchaser) relating to that certain real property commonly known as _____.

This sale, assignment and transfer is made without representation, warranty or guaranty by, or recourse against, Seller of any kind whatsoever except that Seller warrants that it is the owner of the Personal Property herein conveyed and such Personal Property is free and clear of liens or security interests created by Seller. Further, any implied warranties of quality, fitness or merchantability are hereby disclaimed.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the _____ day of _____, 2013.

[SELLER]

By: _____
Name: _____
Title: _____

EXHIBIT D

TENANT ESTOPPEL CERTIFICATE

TO: BCC – RPI KENMORE LLC and/or its assigns (“Buyer”)
c/o Benaroya Capital Company, L.L.C.
3600 136th Place SE, Suite 250
Bellevue, WA 98006

AND TO: CITY OF KENMORE
18120 68th Ave NE
Kenmore, WA 98028

Ladies and Gentlemen:

The undersigned, _____ (“Tenant”), is the tenant under that certain Lease dated _____ (said Lease, as amended and supplemented by the instruments, if any, described in paragraph 1 below, is referred to herein as the “Lease”). The City of Kenmore (“Landlord”) is the landlord under the Lease and the Lease covers the premises located at _____, Suite _____ (“Premises”). Tenant understands Buyer may be acquiring the Landlord’s interest in the Premises and the Lease and that the Buyer and Landlord will be relying on the truth and accuracy of the matters described in this estoppel certificate in incurring financial obligations and proceeding to complete the purchase and sale of the property of which the Premises are a part. Based on such understandings, Tenant represents to the Buyer and Landlord and certifies as of the date of execution of this certificate that:

1. The Lease, and all amendments and supplements thereto, are described as follows:
_____. Said documents and instruments constitute the entire agreement between Landlord and Tenant with respect to the Premises. There are no other provisions, options or rights with respect to the Premises. The Lease has not been modified, except pursuant to the documents annexed hereto as part of Exhibit A, and the Lease is in full force and effect.
2. The term of the Lease is presently scheduled to expire on _____. There are no rights of extension or renewal remaining under the terms of the Lease except: _____. Tenant has no option to purchase the Premises or any portion thereof. Tenant acknowledges the Lease can be terminated upon twelve (12) [six (6)] months’ prior written notice to Tenant. Tenant has not received any oral or written promise or assurance of any kind that Landlord (or any successor owner of the property) has waived such right of early termination.

3. All insurance required of Tenant by the Lease has been obtained by the Tenant, is in full force and effect with all premiums paid and Tenant shall provide certificates or copies of such policies to Buyer upon its request.
4. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant.
5. The undersigned, as the holder of the Tenant's interest under the Lease, is in occupancy of all the Premises covered by the Lease and is actively conducting its business therein, which business is the permitted use specified in the Lease. The Lease has not been assigned, mortgaged, pledged or otherwise encumbered by Tenant, nor has all or any portion of the Premises been sublet, except as follows: [if none, then so insert the word "none"]
_____.
6. Tenant is current in payment of all Base Rent and all estimated Additional Rent has been paid in full for the period ending _____, 20__. No rent has been paid more than thirty days in advance.
7. Tenant has no claim of offset or defense against either the rent or the Landlord, nor any other claim or counterclaim against the Landlord under the Lease, including, without limitation, claims to concessions, rebates or abatements in rent.
8. The monthly Base Rent is _____. In addition, Tenant presently pays _____ on a monthly basis for its share of estimated common area expenses, real estate taxes and landlord's insurance premiums. The common area expenses, real estate taxes and landlord's insurance premiums were last reconciled for calendar year _____. Tenant pays the rent due Landlord under the Lease directly to Landlord and does not have any knowledge of any other person who has any right to such rents by collateral assignment or otherwise.
9. Tenant is not aware of and has not given any notice of any defaults on the part of Landlord under the Lease, and Tenant is not aware of the occurrence of any event which, with the passage of time or the giving of notice (or both), would constitute a default by Landlord thereunder. Except for its security deposit of _____ and last month's rent of _____, Tenant has no claim against Landlord for any security, last month's rent or other deposits under the Lease. To the best of Tenant's knowledge, Landlord has not waived any of Landlord's rights under the Lease.

The undersigned has executed this estoppel certificate as of the ____ day of _____, 2013.

Very truly yours,

Contract No. 13-C1169

By: _____
Its: _____

[ADD ACKNOWLEDGMENT FOR TENANT]

EXHIBIT E

ASSIGNMENT AND ASSUMPTION OF LEASES

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF KENMORE, a Washington Municipal Corporation (hereinafter referred to as the "Assignor"), in consideration of the sum of ____ and No/100ths Dollars (\$____) and other good and valuable consideration received from or on behalf of BCC – RPI KENMORE LLC, a Washington Limited Liability Company (hereinafter referred to as the "Assignee"), the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Assignee all of Assignor's rights, titles and interests in and to those certain leases described on Exhibit B attached hereto and made a part hereof by reference as if fully set forth herein (the "Leases"), which Leases are for portions of that certain real property located in the City of Kenmore, County of King, State of Washington, which is more particularly described on Exhibit A attached hereto and made a part hereof by reference as if fully set forth herein.

A portion of the consideration for this Assignment is that Assignee hereby assumes and agrees to perform all of the obligations of Assignor under the Leases on and after the date of this Assignment (including, but not limited to, all obligations with respect to security deposits or advance rental paid pursuant to the Leases). Assignee hereby indemnifies and agrees to hold harmless Assignor of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) arising by reason of any default or breach by Assignee of the obligations so assumed on and subsequent to the date of this Assignment. Conversely, Assignor hereby indemnifies and agrees to hold harmless Assignee of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) arising by reason of any default or breach by Assignor of the obligations imposed upon Assignor under the Leases arising and accruing prior to the date of this Assignment.

This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

TO HAVE AND TO HOLD the same unto the Assignee, its legal representatives, successors and assigns, forever.

Contract No. 13-C1169

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
____ day of ____, ____.

ASSIGNOR:

CITY OF KENMORE
A Washington Municipal Corporation

By _____

Name: _____

Title: _____

ASSIGNEE:

BCC – RPI KENMORE LLC
A Washington Limited Liability Company

By _____

Name: _____

Title: _____

Contract No. 13-C1169

EXHIBIT A

LEGAL DESCRIPTION

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Contract No. 13-C1169

**EXHIBIT B
LIST OF LEASES**

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EXHIBIT F

WHEN RECORDED RETURN TO:

STATUTORY WARRANTY DEED

THE GRANTOR, _____, for and in consideration of _____, in hand paid, conveys and warrants to _____, THE GRANTEE, the following described real estate (the "Property"), situated in the County of _____, State of Washington:

See Exhibit A attached hereto and by this reference incorporated herein.

SUBJECT TO all matters of record and those matters identified on Exhibit B hereto (the "Permitted Exceptions").

Abbreviated Legal Description:

Tax Account No.:

By: _____

Name: _____

Title: _____

Accepted and Acknowledged:

_____ (Grantee)

By: _____

Name: _____

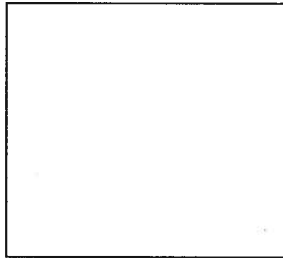
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the persons appearing before me and making this acknowledgment are the persons whose true signatures appear on this document.

On this _____ day of _____, 2013, before me personally appeared _____ and _____, to me known to be the _____ and _____, respectively, of _____, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



(Use This Space for Notarial Seal Stamp)

Notary Public in and for the State of Washington,
residing at _____
My commission expires: _____

[Type or Print Notary Name]

Contract No. 13-C1169

EXHIBIT A TO DEED

Legal Description

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Contract No. 13-C1169

EXHIBIT B TO DEED

Exceptions to Title

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EXHIBIT G

BLANKET TRANSFER, ASSIGNMENT AND ASSUMPTION

THIS BLANKET TRANSFER, ASSIGNMENT AND ASSUMPTION (this "Assignment") is made and entered into this ____ day of _____, _____, by and between THE CITY OF KENMORE, a Washington Municipal Corporation ("Assignor"), and BCC – RPI KENMORE LLC, a Washington Limited Liability Company ("Assignee").

WITNESSETH:

For and in consideration of the sum of ____ and No/100 Dollars (\$ ____), the conveyance by the Assignor to the Assignee of the improved real property located in the City of Kenmore, County of King, State of Washington, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, grants, conveys and assigns to the Assignee the following, to-wit:

1. All of the Assignor's right, title and interest in and to the existing service contracts (hereinafter referred to as the "Contracts") relating to the operation of the Property.
2. All of the Assignor's right, title and interest in and to any assignable or otherwise transferable licenses, permits, certificates of occupancy and other governmental approvals relating to the Property.
3. All of the Assignor's right, title and interest in and to all warranties and guaranties assigned to or benefiting the Assignor and relating to the Property regarding the acquisition, construction, design, use, operation, management or maintenance of the Property, to the extent that the same may exist and may be assignable.
4. All of the Assignor's right, title and interest in and to all final plans and specifications relating to the construction of the improvements located on the Property (the "Plans"), to the extent that the same may be assignable.

With respect to the Contracts assigned in paragraph 1 above, the Assignee hereby assumes the Contracts and agrees to perform all of the obligations of the Assignor arising under the Contracts on, from and after the date hereof, and the Assignee hereby agrees to indemnify and hold harmless the Assignor against and from any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred as a consequence of any alleged default, breach, act or occurrence brought against or suffered by the Assignor which occurs or may be alleged to occur with respect to any default or breach under the Contracts by the Assignee of the obligations so assumed subsequent to the date of this Assignment. Conversely, the Assignor hereby indemnifies and agrees to hold harmless the Assignee against and from any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred as a consequence of any alleged default, breach, act or occurrence brought against or suffered by the

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Assignee which occurs or may be alleged to occur with respect to any default or breach under the Contracts by the Assignor arising prior to the date of this Assignment.

Further, with respect to the Permits, Assignee hereby agrees to indemnify the Assignor against and to hold the Assignor harmless from any and all claims, demands, actions, cause of actions, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred as a consequence of any breach, act or omission of Assignee with respect to the Permits which occurs or may be alleged to occur on and subsequent to the date of this Assignment.

Further, with respect to the Plans, to the extent that Assignor or an affiliate of Assignor is the "architect of record" for the Plans, neither Assignee nor its successors or assigns may use the Plans for any purpose other than the repair, maintenance or restoration of the Improvements without the prior written consent of Assignor, and Assignee hereby agrees to indemnify, defend and hold harmless Assignor and its affiliates from any unauthorized use of such Plans.

This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

ASSIGNOR:

THE CITY OF KENMORE,
A Washington Municipal Corporation

By _____

Name: _____

Title: _____

ASSIGNEE:

BCC – RPI KENMORE LLC
A Washington Limited Liability Company

By _____

Name: _____

Title: _____

Contract No. 13-C1169

EXHIBIT A
LEGAL DESCRIPTION

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Zayo Group Franchise Agreement	For Council Meeting Agenda of: June 10, 2013 Department: Public Works Prepared by: Jennifer Gordon	
Proposed Council Action/Motion: Adopt Ordinance 13-0359 granting Zayo Group a franchise agreement to install and maintain a telecommunication system within the City owned right-of-way.	Initial & Date Approved by Department Head: <u>DR</u> 6/5/13 Approved by City Attorney: <u>DR</u> 6/5/13 Approved by Finance Director: _____ Approved by City Manager: _____ Exhibits/Attachments: Ordinance 13-0359	
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u> The Zayo Group will be providing Fiber to the Tower (FTT) service to one of the major wireless carriers, which is upgrading their 4G coverage around the Puget Sound region. FTT is a wholesale backhaul solution provided to a wireless carrier which expands its broadband capacity to move data between the cell tower and the provider's backbone network. The capacity augmentation gives the wireless carrier additional bandwidth to keep up with growing mobile usage, resulting in better service to its customers (the consumers). Zayo retains ownership of the installed fiber, leasing a part of its capacity to the present carrier and then looks for additional opportunities to sell remaining capacity. Zayo does not provide any voice or other end user services, they are strictly wholesale. The FTT will be installed along 80 th Ave NE from the northern City limits to NE 175 th St and on NE 175 th ST from 80 th Ave NE to the 7500 Blk. State law requires the City Council to consider the franchise at two public meetings prior to adoption; a presentation was made to Council at the May 28 th 2013 Council meeting. The City has not done business with the Zayo Group in the past, and the City needs to be protected financially and otherwise in case Zayo Group, for whatever reason, is unable to complete the contracted work or abandons its facilities. Section 24 of the franchise requires a security device in the amount of \$100,000 to ensure performance of the franchise provisions, including removal of the facilities if they are abandoned. In addition, appropriate contract language and mechanisms should be in place between the City and Puget Sound Energy (owner of the poles) to protect the City. Staff has confirmed that when the City undergrounds current aerial utilities in the future, Zayo Group will be		

required to underground its telecommunication system at their own expense (Section 8).
<u>FISCAL CONSIDERATION:</u> None
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u>

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 13-0359

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AUTHORIZING AND GRANTING ZAYO GROUP, LLC A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR AND REPLACE A TELECOMMUNICATIONS (FIBER OPTIC) SYSTEM IN, UPON, ABOVE, UNDER, ALONG, ACROSS AND THROUGH PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENMORE, WASHINGTON, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Zayo Group, LLC (Zayo Group) has requested the City to grant it the right to install, operate and maintain a telecommunications (fiber optic) system within the public rights-of-way of the City; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the public rights-of-way; and

WHEREAS, RCW 35A.47.040 grants the City the broad authority to grant non-exclusive franchises; and

WHEREAS, in order to maintain control over the use of public rights-of-way by utilities operating within the City, it is appropriate to enter into franchise agreements with such utilities; and

WHEREAS, Zayo Group is such a utility, and it has negotiated a franchise agreement with the City acceptable to both parties; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of its citizens to grant a non-exclusive franchise to Zayo Group for the operation of a fiber optic system within the City's public rights-of-way;

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

Section 1. Recitals Incorporated. The Recitals set forth above are herein incorporated by reference as if set forth in full.

Section 2. Finding of Public Interest. The City Council hereby finds that the Non-Exclusive Telecommunications Franchise with Zayo Group, LLC, attached hereto as Exhibit A, and herein incorporated by reference as if set forth in full, is in the public interest.

Section 3. Franchise Authorized. The City Council hereby accepts and authorizes the City Manager to enter into the attached franchise agreement, Exhibit A, granting Zayo Group, LLC to construct, operate and maintain a telecommunications (fiber optic) system in, across, under, upon, along and over public roads and rights-of-way of the City of Kenmore.

Section 4. 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 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.

APPROVED by the City Council this ____ day of _____, 2013.

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

EXHIBIT A TO ORDINANCE _____

**NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE
WITH THE ZAYO GROUP LLC**

THIS TELECOMMUNICATIONS FRANCHISE (this "Franchise") is entered into on _____, 2013 by and between the City of Kenmore, a municipal corporation ("City") and Zayo Group, LLC, a _____ corporation ("Franchisee").

Section 1. Recitals Incorporated. The recitals set forth in Ordinance No. 2013-____ are incorporated herein as if set forth in full.

Section 2. Definitions.

- A. "Franchisee" means Zayo Group, LLC and its heirs, successors and assigns.
- B. "City" means the City of Kenmore, a municipal corporation of the State of Washington.
- C. "Franchise Area" means: any, every and all of the public roads, streets, avenues, alleys, highways, grounds and rights-of-way of the City as now laid out, platted, dedicated or improved; and any, every and all public roads, streets, avenues, alleys, highways, grounds, and rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended; provided, the Franchisee Area shall not include or convey any right to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area.
- D. "Facilities" means Franchisee's wires, lines, conduits, cables, communication and signal lines, vaults and all necessary or convenient facilities and appurtenances, located in, upon, above or under the Franchise Area. Franchisee shall provide the City with plans depicting all Facilities that are planned to be constructed and maintained pursuant to this Franchise.
- E. "Ordinance" means Ordinance No. 2013-____, which authorized and granted this Franchise.

Section 3. Franchise Granted. Pursuant to RCW 35A.47.040, the City hereby grants to Franchisee, subject to the terms and conditions hereinafter set forth, the right, privilege, authority, and franchise to:

- A. Construct, connect and install Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, above, under, along, across, and

through the Franchise Area for purposes of providing telecommunication (fiber optic) services ("Telecommunication Services"); and

- B. Charge and collect tolls, rates and compensation for such Telecommunication Services and such uses as authorized by the Federal Communications Commission (FCC) and/or the Washington Utilities and Transportation Commission (WUTC).
- C. Nothing in this Franchise shall be deemed to grant, convey, create or vest a real property interest in land to or in Franchisee, including any fee or leasehold interest or easement rights.

Section 4. Use — Maintenance of Facilities in Franchise.

- A. Franchisee is creating a fiber optic system, consisting partially of Facilities within the City. Franchisee may locate its Facilities anywhere in the Franchise Area consistent with the City's regulations and subject to applicable permit requirements. Franchisee will not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area.
- B. Franchisee's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as to provide for safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City. Priority shall be given to use of those rights-of-way in the Franchise Area where construction of the Facilities can be coordinated with other City and private construction activities, will least impact the existing condition of the Franchise Area, will least impact traffic during construction, and will least impact adjacent neighborhoods during construction and after installation.
- C. Whenever it shall be necessary for Franchisee to engage in any work within the Franchise Area, Franchisee shall apply for all necessary City permits and authorizations to do such work, and shall, except where expressly provided otherwise herein, comply with all requirements and conditions of this Franchise and such permits and authorizations, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition prior to such work, or as otherwise required by the Public Works Department and/or Community Development Department as a condition of the permit(s). Such permits and authorizations shall also be subject to any other applicable City ordinances, resolutions, codes, policies, and standards.
- D. Before undertaking any of the work or improvements authorized by this franchise, Franchisee shall furnish a bond executed by Franchisee and a corporate surety authorized to do a surety business in the State of Washington, with an AM Best rating of A XII in a sum to be set and approved by the City Manager or his/her

designee as sufficient to insure performance of the Franchisee's obligations under this franchise, conditioned that the Franchisee shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of the Franchisee's obligations under this Franchise; Any surface or subsurface failure occurring during the term of this Franchise and caused by any excavation by Franchisee shall be repaired to the City's specifications, within 15 days or upon 5 days written notice to Zayo; the City shall order all necessary work to restore the damaged area to a safe and acceptable condition and Franchisee shall pay the reasonable costs of such work to the City; and shall restore the rights-of-way or property within the period of time specified by the City Manager or his/her designee in the permit issued for such work.

- E. Franchisee shall, after construction, maintenance or repair of its Facilities, restore any disturbed right-of-way to City specifications and standards generally applicable to all utilities utilizing City right-of-way. All concrete encased recorded monuments which have been disturbed or displaced by such work shall be restored pursuant to City standards and specifications. Franchisee agrees to promptly complete restoration work and to promptly repair any damage caused by such work to the right-of-way at its sole cost and expense. Such restoration responsibility shall continue for a period of time to correspond to the remaining life of the pavement and/or surface in which the work was done, as indicated in the permit. In the event Franchisee fails to restore the Franchise Area to its condition as required herein, the City may, but is not obligated to, make such repairs or restoration to such Franchise Area and bill Franchisee for the cost of such restoration, including the cost of labor and equipment. Franchisee shall pay such bill to the City within thirty (30) days. In the event of non-payment thereafter, Franchisee shall pay the City's attorneys' fees and other costs incurred in collecting such amount.
- F. After the work is completed, Franchisee shall provide to the City upon request and at no cost to the City, a copy of all as-built plans, maps, and records of the Facilities. Nothing provided herein shall in any way limit the City's authority to otherwise exercise its police powers or other lawful authority.

Section 5. Facilities Availability. In accordance with and subject to the provisions of RCW 35.99.070 et seq., the City may request that, when Franchisee is constructing, relocating, or placing ducts or conduits in public rights-of-way, Franchisee shall provide the City with additional duct or conduit for the City's sole and exclusive governmental and non-commercial use.

Section 6. Technological Changes. The City may elect to review at intervals not less than three years, Franchisee's Facilities and services in light of reasonable City needs and interests. Should such review identify a needed change in facilities and/or service provision, Franchisee shall meet and confer with representatives of the City concerning any identified communications requirements of the City that Franchisee might fulfill.

Section 7. City Reservation of Police Powers. The City reserves unto itself the right and power at all times to exercise its police powers as specifically pertains to the time, manner, and placement of Franchisee's Facilities.

Section 8. Relocation of Facilities.

A. Whenever the City undertakes (as a public works project or causes to be undertaken at City expense) the construction of any public works improvement within the Franchise Area and such public works improvement necessitates the relocation of Franchisee's then existing Facilities within the Franchise Area, the City shall:

1. Provide Franchisee written notice requesting such relocation no later than 90 days prior to the City's commencement of activities requiring such relocation; and
2. Provide Franchisee with copies of pertinent portions of the City's plans and specifications for such public works improvement.

After receipt of such notice and such plans and specifications, Franchisee shall relocate such Facilities within the Franchise Area as designated by the City Manager or his/her designee in accordance with the City's Public Works Standards at Franchisee's sole expense. Franchisee shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's project at no charge to the City. Relocation shall be accomplished in such a manner as to accommodate the City's project. If Franchisee fails to relocate the Facilities within the time-period required by this section, then the City shall have the authority to relocate the Facilities, and Franchisee shall reimburse the City for the costs associated with said relocation.

B. Whenever any person or entity, other than the City, requires the relocation of Franchisee's Facilities to accommodate the work of such person or entity within the Franchise Area; or, the City requires any person or entity to undertake work (other than work undertaken as a public works project or at the City's cost and expense) within the Franchise Area and such work requires the relocation of Franchisee's Facilities within the Franchise Area, then Franchisee shall have the right as a condition of any such relocation to require such person or entity to:

1. Make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all reasonable costs and expenses incurred by Franchisee in the relocation of Franchisee's Facilities; and
2. Indemnify and hold Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of

Franchisee's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Franchisee's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Franchisee's Facilities.

- C. Any condition or requirement imposed by the City upon any person or entity, other than Franchise (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Franchisee's Facilities within the Franchise Area shall be a required relocation for the purposes of Paragraph B of this section.
- D. Nothing in this Section 8 "Relocating of Facilities" shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Facilities then existing under benefit of easement or other recorded rights or licenses and not within the Franchise Area.
- E. Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Franchisee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Franchisee shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Franchisee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 9. Undergrounding of Facilities. Franchisee acknowledges that the City's policy requires the undergrounding of Facilities within the Franchise Area. Franchisee shall comply with the City's lawful policies and regulations concerning the undergrounding of Facilities within the Franchise Area to the extent such policies and regulations apply to Franchisee and its Facilities.

Section 10. Reimbursement of Costs.

- A. Pursuant to RCW 35.21.860, Franchisee shall reimburse and pay to the City the amount of actual administrative expenses incurred by the City which are directly related to the receipt, drafting, processing and approval of this Franchise, all permit(s) and license(s), to inspecting plans and construction, and to the preparation of documents and statements prepared pursuant to Chapter 43.21C of the RCW, including but not limited to consultants, City Staff and City Attorney's Office. As such expenses are incurred by the City, the City shall submit to Franchisee statements/billings for such expenses. Franchisee shall make payment

to the City in reimbursement of such expenses within thirty (30) days of the receipt of such statements/billings. In the event of non-payment thereafter, Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred in collecting such amount.

- B. No permits shall be issued for the installation of the Facilities authorized by this Franchise until such time as the City has received reimbursement and payment for its administrative expenses.
- C. In addition to the above, the Franchisee shall promptly reimburse the City for any and all direct costs the City reasonably incurs in response to any emergency involving Franchisee's Facilities.

Section 11. Reservation of Rights.

- A. Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865. This Franchisee is premised upon the City and Franchisee's understanding that the activities proposed by the Franchisee constitute a "telephone business." As such, the rights granted under this Franchise are not conditioned upon payment of compensation in addition to reimbursement of administrative expenses as set forth in Section 10. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein.
- B. The City hereby reserves its right to impose a franchise fee or tax on Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, if Franchisee's operations are not those of a telephone business as defined in RCW 82.04.065, if a court of jurisdiction determines that such fees are permissible, or if statutory and regulatory prohibitions on the imposition of such fees are removed. The City also reserves its right to require that Franchisee obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate Franchisee's operations, as allowed under applicable law.

Section 12. Indemnification.

- A. Franchisee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, consultants, representatives and agents (collectively referred to as the "City"), from any and all claims, actions, injuries, demands, liabilities, losses, costs, damages, judgments, awards or liability (collectively referred to as "Claims") made against the City on account of bodily injury, sickness or death of any person or damage to property, caused by or arising out of the negligence acts or omissions or willful misconduct of Franchisee or its agents, servants, officers, independent contractors, or employees (collectively called "Franchisee") in the

exercise or performance of the rights granted by under this Franchise. Provided, however, that in the event any Claims be presented to or filed with the City, the City shall promptly notify Franchisee thereof, and Franchisee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim, provided further, that in the event any suit or action is filed against the City based upon any such claim or demand, the City shall likewise promptly notify Franchisee thereof, and Franchisee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

- B. Franchisee's indemnification obligations pursuant to this Section shall include assuming potential liability for actions brought by Franchisee's own employee's and the employee's of Franchisee's employees, agents, servants, officers, independent contractors, or subcontractors even though Franchisee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to Claims against the City arising by virtue of Franchisee's exercise of the rights set forth in this Franchise. The obligations of Franchisee under this Subsection B have been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Franchisee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.
- C. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prompt written notice by the City of any such Claims, said indemnification obligations shall extend to Claims which are not reduced to a suit and any Claims which may be compromised, with Franchisee's consent, prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, provided that Franchisee shall not be liable for such settlement of other compromise unless it has consented thereto.
- D. In the event Franchisee refuses the tender of defense in any suit or any Claims, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been wrongful refusal on the part of Franchisee, then if Franchisee does not immediately tender defense, Franchisee shall pay all of the City's reasonable costs for defense of the action, including, if incurred, all reasonable expert witness fees, costs, and reasonable attorney's fees, and the reasonable costs of the City and reasonable attorneys' fees of recovering under this indemnification Subsection.

- E. The obligations of Franchisee under this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City. The provisions of this Section, however, are not to be construed to require the Franchisee to hold harmless, defend or indemnify the City as to any Claims which arises out of the negligence, willful misconduct or criminal acts of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.
- F. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the public rights-of-way and upon City-owned property from activities conducted by the City, except to the extent any such damage or destruction is caused by or arises from any negligent, willful, malicious or criminal actions on the part of the City. Franchisee releases and waives any and all such claims against the City. Franchisee further agrees to indemnify, hold harmless and defend the City against all Claims, including but not limited to business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful, malicious or criminal actions on the part of the City.
- G. This section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Termination.

- A. If Franchisee shall fail to comply with the provisions of this Franchise, the City may serve upon Franchisee a written order to so comply within thirty (30) days from the date such order is received by Franchisee. If Franchisee is not in compliance with this Franchise after expiration of the thirty (30) day period, the City may, by ordinance, declare an immediate termination of this Franchise, provided however, if any failure to comply with this Franchise by Franchisee cannot be corrected with due diligence within the thirty (30) day period (Franchisee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then Franchisee may apply to the City for an extension of time within which Franchisee may so comply, the City's approval of any extension of time applied for by Franchisee not to be unreasonably withheld.
- B. In addition to other remedies provided herein, if Franchisee is not in compliance with the requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of

pending Franchisee right-of-way permits until compliance is achieved as determined by the City.

Section 14. Nonexclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit or prevent the City from granting other and further franchises over, upon, and along the Franchise Area. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City or any of its powers, rights or privileges over the same or any part thereof.

Section 15. Franchise Term. This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the Ordinance, with up to two (2) ten-year term extensions thereafter, as follows: the term extensions would be automatic unless, not less than ninety (90) days prior to the termination of the current terms or extension, either side gives notice of its intention to terminate or renegotiate the terms of the Franchise. It is further provided, however, that Franchisee shall have no rights under this Franchise nor shall Franchisee be bound by the terms and conditions of this Franchise unless Franchisee shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of the Ordinance.

Section 16. Assignment. Franchisee may assign its rights, benefits, and privileges in and under this Franchise, subject to and conditioned upon approval of the City, which approval will not be unreasonably withheld or delayed. Any assignee shall, no later than thirty (30) days of the date of any proposed assignment, file written notice of intent to assign the Franchise with the City together with the assignee's written acceptance of all terms and conditions of the Franchise and promise of compliance. Notwithstanding the foregoing, Franchisee shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits, and privileges in and under this Franchise to the Trustee for its bondholders and assign to any subsidiary, parent, affiliate or company having common control with Franchisee so long as notice of same is provided to the City and provided Franchisee remains fully liable to the City for compliance with all the terms and conditions hereof until such time as the City shall consent to such assignment as provided above.

Section 17. Insurance. Franchisee shall obtain and keep in force during the term of the Franchise commercial general liability insurance policies with insurance companies which initially have an A. M. Best's rating of "A-VI" or better, and who are approved by the insurance commissioner of the State of Washington pursuant to Title 48 RCW.

Prior to the execution of the Franchise, Franchisee shall purchase a commercial general liability insurance policy meeting the requirements set forth herein. Franchisee shall file with the City a certified copy of all policies and a certificate of insurance evidencing such policies to be in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein.

Franchisee's failure to fully comply with the requirements regarding insurance will be considered a material breach of the Franchise and shall be cause for termination of the Franchise pursuant to Section 13 herein.

Such insurance shall name the City as an additional insured and shall provide coverage to the City and its elected and appointed officials, employees, agents and professional consultants, including its consulting engineers and attorney. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of Franchisee, its subcontractors, agents, or employees.

The insurance shall be maintained in full force and affect at Franchisee's sole expense throughout the term of the Franchise.

The City shall be given at least forty-five (45) days written notice of cancellation, non-renewal, material reduction or a material modification of such insurance coverage. Such notice to the City shall be by certified mail.

The coverages provided by Franchisee's insurance policies shall be primary to any insurance maintained by City except as to losses or damages attributable to the sole negligence of the City. Any insurance maintained by City that might relate to this franchise shall be in excess to Franchisee's insurance and shall not contribute with or to it.

Franchisee's insurance policies shall protect each insured in the same manner as though a separate policy has been issued to each. Inclusion of more than one insured shall not affect the rights of any insured as respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

Franchisee's insurance policies shall not contain deductible or self-insured retentions in excess of \$10,000 unless approved by City in writing.

The provision of the coverage in the stated amount shall not be construed to relieve Franchisee from liability in excess of such limits.

Franchisee shall maintain Worker's Compensation Insurance and/or Longshore and Harbor Workers insurance as required by state or federal statute. Franchisee's Labor and Industries account number shall be noted on the certificate of insurance. Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any work therein. The services of the City's or City's consultant personnel in conducting construction review of Franchisee's work relating to the Franchise is not intended to include review of the adequacy of Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. Franchisee shall provide safe access for the City and its

inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes. Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.

The contractual coverage of Franchisee's insurance policies shall be sufficiently broad enough to insure the provisions of the indemnity/hold harmless clause of the Franchise subject to the terms and conditions of the insurance policies.

Types and limits of insurance required:

1. Commercial General Liability
\$2,000,000 combined Single Limit Bodily Injury and Property Damage
Employees and Volunteers as Additional Insured
Premises and operations
Broad form property damage including underground, explosion and collapse hazard (XCU)
Products completed operations (through guaranty period)
Blanket Contractual
Subcontractors
Personal Injury with EE exclusion deleted
Employers liability (Stop gap)
2. Automobile Liability
\$1,000,000 per accident bodily injury and property damages liability, covering any owned automobile, hired automobiles, non-owned automobile
3. Umbrella Liability
\$2,000,000 per occurrence
\$2,000,000 aggregate
4. Professional Liability
\$1,000,000 per claim and \$1,000,000 policy aggregate limit for all professional employed or retained by Franchisee to perform services under this Franchise.

Section 18. Maps and Records. After construction is complete, the Franchisee shall provide the City with accurate copies of as-built plans and maps in a form and content acceptable to the City Manager or his/her designee. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in Autocad, ArcGIS.MDB or other readable formats approved by the City.

Section 19. Excavations.

- A. During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.
- B. Franchisee and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. Franchisee and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities with the Franchise Area.

If at any time, or from time to time, either Franchisee or the City, or another Franchisee, shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(A) Such joint use shall not unreasonable delay the work of the party causing the excavation to be made;

(B) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

(C) The City reserves the right to not allow open trenching for five years following street overlay or improvement project. Franchisee shall be given written notice at least 90 days prior to the commencement of the project. Required trenching due to an emergency will not be subject to the five-year street trenching prohibition.

The City reserves the right to require Franchisee to join trench with other facilities if both parties are anticipating trenching within the same franchise area and provided that the terms of (A) and (B) above are met.

Section 20. Dangerous Conditions, Authority for City to Abate.

- A. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the City Manager or his/her designee may direct Franchisee, at its sole cost, to take reasonable

action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time.

B. In the event Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, adjacent streets, street utilities, public property or maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this franchise.

Section 21. Attorneys' Fees. In the event that either party commences litigation or arbitration proceedings against the other party relating to the performance or alleged breach of this Franchise, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees incurred, relating to such litigation, including those incurred in the event of any appeal.

Section 22. Forum. Any litigation filed by either party arising out of or relating to this Franchise shall be filed in King County Superior Court.

Section 23. Franchise Expiration. In the event the use of any Franchise property is permanently discontinued or no Franchise has been obtained therefore upon expiration of this Franchise, or within six (6) months after any termination of this Franchise, Franchisee shall promptly remove from the Franchise Area all of its Facilities at Franchisee's sole cost and expense except those installations that the City may permit to be temporarily or permanently abandoned. If Franchisee is unable to effect removal within that six month period due to unavoidable delays or events beyond its control (including, without limitation, Acts of God, labor strikes, or the failure or delay of a governmental jurisdiction to issue permits necessary to effect such removal), then Franchisee may apply to the City for an extension of time to effect such removal, the City's approval of any extension of time not to be unreasonably withheld.

Section 24. Security Device to Insure Performance.

A. Franchisee shall, within ten (10) days after its acceptance of this Franchise, file with the City and at all times thereafter maintain in full force and effect a security device (such as a bond, letter of credit, cash deposit, cashier's check or other security) in a manner and form acceptable to the City, effective for a two-year period, with automatic renewals, throughout the term of this Franchise.

B. The security device shall be submitted to the City prior to issuance of any right-of-way permits relating to the Facilities, and shall be a condition of such permit approval.

C. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and surety of such security device any damages suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of facilities hereinabove described, up to the full amount of the said bond, said condition to be a continuing obligation for the duration of this Franchise and thereafter until Franchisee has discharged all of its obligations within the City which may have arisen from the acceptance of such Franchise by Franchisee or from its exercise of any such privilege herein granted.

D. The security device filed in accordance with the requirement of this section shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). In the event of substantial change in volume of street space occupied by Franchisee's Facilities, the City may require a corresponding change in the amount of such security device. If the amount of the security device is depleted below \$100,000.00 for any reason, then Franchisee shall restore it to the full amount required herein within thirty (30) days of such depletion.

Section 25. Miscellaneous.

- A. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation of construction of the provisions of such sections or paragraphs.
- B. Franchisee agrees, as a condition of the granting of this Franchise, that it shall comply with all applicable laws of the State of Washington, and shall pay, in a timely manner, all taxes, fees and costs legally imposed on Franchisee in connection with the activities, properties, and operations of the Franchise.

Section 26. Recordation. This Franchise shall be recorded with the King County Auditor as provided in RCW 39.34. The provisions and terms of this Franchise are agreed to and hereby accepted. The City and Franchisee each respectively represent that their signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 27. Notice. Any notice or information required or permitted to be given to the parties under this Franchise Agreement may be sent to the following addresses unless otherwise specified.

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

Zayo Group, LLC
Attn: General Counsel, ZFTI
400 Centennial Parkway, Suite 200
Louisville, CO 80027

Section 28. Authorization. The undersigned respectively represent and warrant that its signatory is duly authorized and empowered to sign this Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed as of the ____ day of _____, 2013.

CITY OF KENMORE

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

STATEMENT OF ACCEPTANCE

Zayo Group, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached to Ordinance No. 2013-_____, and hereby incorporated by reference.

Zayo Group, LLC

By: _____

Its: _____

Title: _____

Dated: _____

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

On this _____ day of _____, 2013, before me the undersigned, a Notary of Public in and for the State of Washington, duly commissioned and sworn, personally appeared, _____ of Zayo Group, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: Ordinance No. 13-0360 Adopt 2012 Washington State Building Code with Local Amendments Proposed Council Action/Motion: Motion to Adopt Ordinance No. 13-0360; an Ordinance of the City of Kenmore, Washington Adopting the 2012 Washington State Building Code with Local Amendments	For Council Meeting Agenda of: June 10, 2013 Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson & Jeff LaFlam, Fire Marshal</u> <u>Initial & Date</u> Approved by Department Head: <u>BA 5/29/13</u> Approved by City Attorney: <u>BA for R.L. 5/29/13</u> Approved by Finance Director: <u>AK 5/29/13</u> Approved by City Manager: <u>RJK</u> Exhibits/Attachments: Attachment 1) Version showing proposed changes with strikethroughs and underlines Attachment 2) Ordinance No. 13-0360 with Exhibits										
<table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">Expenditure Required NA</td> <td style="width:33%; border: none;">Amount Budgeted NA</td> <td style="width:33%; border: none;">Appropriation Required NA</td> </tr> </table>		Expenditure Required NA	Amount Budgeted NA	Appropriation Required NA							
Expenditure Required NA	Amount Budgeted NA	Appropriation Required NA									
<u>INFORMATION/BACKGROUND:</u> These codes are considered the Kenmore Building Code. They comprise of the International Codes, Washington State-wide amendments, and local amendments. They help ensure buildings and facilities constructed in the city are safe and healthy for building occupants, accessible to persons with disabilities and the elderly and energy efficient. The State Building Code Act requires each local jurisdiction enforce the State Building Code adopted by the State Building Code Council. The effective date of the 2012 State Building Code is July 1, 2013. The following is a description of the proposed local amendments to the State Building Code: <table style="width:100%; border: none;"> <tr> <td style="width:15%; vertical-align: top;">15.10.015</td> <td>New language was added to allow the use of a newer edition of a national standard than the edition referenced in Chapter 80 of the IFC.</td> </tr> <tr> <td style="vertical-align: top;">15.10.045</td> <td>Fire apparatus access roads section changed to match the Kenmore Road Standards and to recognize the requirement for fire sprinklers in new residential occupancies.</td> </tr> <tr> <td style="vertical-align: top;">15.10.070</td> <td>The distance from a hydrant to a new home was extended from 300 feet to 450 feet to recognize the requirement for residential fire sprinkler system installations.</td> </tr> <tr> <td style="vertical-align: top;">15.10.075</td> <td>The emergency responder radio coverage section was updated to reflect new technologies and future changes to the responder radio system.</td> </tr> <tr> <td style="vertical-align: top;">15.10.085</td> <td>The requirement to install fire sprinkler systems in new residential occupancies was added to reflect the existing requirement in KMC 15.20.105.</td> </tr> </table>		15.10.015	New language was added to allow the use of a newer edition of a national standard than the edition referenced in Chapter 80 of the IFC.	15.10.045	Fire apparatus access roads section changed to match the Kenmore Road Standards and to recognize the requirement for fire sprinklers in new residential occupancies.	15.10.070	The distance from a hydrant to a new home was extended from 300 feet to 450 feet to recognize the requirement for residential fire sprinkler system installations.	15.10.075	The emergency responder radio coverage section was updated to reflect new technologies and future changes to the responder radio system.	15.10.085	The requirement to install fire sprinkler systems in new residential occupancies was added to reflect the existing requirement in KMC 15.20.105.
15.10.015	New language was added to allow the use of a newer edition of a national standard than the edition referenced in Chapter 80 of the IFC.										
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15.10.075	The emergency responder radio coverage section was updated to reflect new technologies and future changes to the responder radio system.										
15.10.085	The requirement to install fire sprinkler systems in new residential occupancies was added to reflect the existing requirement in KMC 15.20.105.										

15.10.135	The requirement for needed fire flow for new one- and two-family dwellings was reduced from 1,500 gallons per minute to 1,000 gallons per minute to recognize the value of residential fire sprinkler systems.
15.15	Deleted Chapter. Chapter regulated fire hydrants and water mains, which are not applicable to the City. Currently, Northshore Utility District regulates the public water system including the installation standards.
15.20.040	Smoke control systems revised to cover defend-in-place fire fighting operations.
15.20.045	Added language that requires the Fire Code Official's approval of a fuel fired generator located more than 30 feet underground.
15.20.085	Updated section to align with the appropriate flood hazard map.
15.20.095	Updated section to align with the Kenmore Shoreline Management Code and Fire Code.
15.20.110	Updated climate and design criteria table.
15.20.175	Appeal language in the Energy Code was revised to match City's hearing examiner process.
15.30	Chapter was updated to align with changes to the International Codes or State amendments.
15.30.205	Added a height limit of 10 feet to sheds that do not require a permit to align with zoning code.
15.30.360	A reverse or a flip does not need to be shown on a master plan application, also allowed the option to use a preapproved plan from another MyBuildingPermit.com jurisdiction to recognize the alignment within the organization and to provide an incentive to builders.
<u>FISCAL CONSIDERATION:</u> N/A	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u>	
Council Goal #1: Implement the Economic Development Plan.	

ATTACHMENT 1

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 13-0360**

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, ADOPTING THE 2012 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL EXISTING BUILDING CODE, THE UNIFORM PLUMBING CODE, THE NATIONAL FUEL GAS CODE, THE 2011 EDITION OF THE LIQUEFIED PETROLEUM GAS CODE; AMENDING SECTIONS 15.05.015 AND 15.05.020 OF THE KENMORE MUNICIPAL CODE; AMENDING AND REPLACING CHAPTERS 15.10, 15.20, AND 15.30 OF THE KENMORE MUNICIPAL CODE; REPEALING CHAPTER 15.15 OF THE KENMORE MUNICIPAL CODE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature enacted the State Building Code Act (Chapter 19.27 RCW) adopting the International Building Code, International Residential Code, International Mechanical Code, International Fire Code, and Uniform Plumbing Code and directed the State Building Code Council to adopt a process for the review of proposed statewide amendments and proposed or enacted local amendments as amended and adopted by the State Building Code Council; and

WHEREAS, the State Building Code Council amended and adopted the 2012 editions of such codes, and all jurisdictions in the state are required to enforce the 2012 editions of such codes effective as of July 1, 2013; and

WHEREAS, the City Council has determined that adoption of the 2012 codes with certain local amendments is in the public interest; and

WHEREAS, the City Council previously adopted and amended the construction codes to be consistent with the regional model code established by the jurisdictions participating within eCityGov.net and MyBuildingPermit.com; now, therefore

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

Section 1. Amendment. Section 15.05.015 of the Kenmore Municipal Code is hereby amended to read as follows:

15.05.015 Copies of codes on file.

A. Pursuant to state law (Chapters 19.27 and 19.27A RCW) the Kenmore Building Code is the Washington State Building Code as modified in this title. The Washington State Building Code is composed of the following elements, and the city shall at all times keep on file with the city clerk, for reference by the general public, a copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this title:

1. International Building Code, issued by the International Code Council, Inc., 20122009 Edition;
2. International Residential Code, issued by the International Code Council, Inc., 20122009 Edition;
3. International Mechanical Code, issued by the International Code Council, Inc., 20122009 Edition;
4. International Fire Code, issued by the International Code Council, Inc., 20122009 Edition;
5. Uniform Plumbing Code, issued by the International Association of Plumbing and Mechanical Officials, 20122009 Edition;
6. National Fuel Gas Code (NFPA 54), issued by the National Fire Protection Association, 20122009 Edition;
7. Liquefied Petroleum Gas Code (NFPA 58), issued by the National Fire Protection Association, 20112008 Edition;
8. International Fuel Gas Code, issued by the International Code Council, Inc., 20122009 Edition;
9. Uniform Housing Code, issued by the International Conference of Building Officials, 1997 Edition;
10. Uniform Code for the Abatement of Dangerous Buildings, issued by the International Conference of Building Officials; 1997 Edition;
11. International Energy Conservation Code, issued by the International Code Council, Inc., 2012 Edition;
12. National Electrical Code, issued by the National Fire Protection Association, 2008 Edition;
- ~~12~~13. International Existing Building Code, issued by the International Building Code Council, Inc., 20122009 Edition;
- ~~13~~14. All amendments, supplements, modifications, exclusions, exemptions and additions to the codes identified in subsections (A)(1) through (8) of this section adopted by the Washington State Building Code Council and published in WAC Title 51, including, but not by way of limitation, Chapters 51-11C, 51-11R, 51-50, 51-51, 51-52, 51-54, 51-56 and 51-57 WAC.

B. The copies of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available to inspection and use by the general public.

Section 2. Amendment. Section 15.05.020 of the Kenmore Municipal Code is hereby amended to read as follows:

15.05.020 Interpretation.

A. Whenever the following words appear in the codes adopted by reference in this title, they are to be interpreted as follows:

1. "Administrative authority" or "code official" as "building official";
2. "Fire code official" as "fire marshal" ~~"Chief or director of fire services"~~ as "fire chief";
3. "Corporation counsel" as "city attorney or designee";
4. "Local zoning code" as the "city of Kenmore Zoning Code," Title 18 of the Kenmore Municipal Code;
5. "Municipality" and "the jurisdiction" as "the city of Kenmore."

B. Whenever reference is made to local authority, codes, jurisdiction and similar concepts within the codes adopted by reference in this title, interpretations rendered by such reference shall apply to the city jurisdiction and authority.

Section 3. Amendment. Chapter 15.10, Fire Code, of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 4. Repealer. Chapter 15.15, Fire Hydrants and Water Mains, of the Kenmore Municipal Code is hereby repealed.

Section 5. Amendment. Chapter 15.20, Building Codes, of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit B** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 6. Amendment. Chapter 15.30, Construction Administrative Code, of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit C** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 7. 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 8. Effective Date. This Ordinance shall take effect and be in force on July 1, 2013, which is more than five (5) days after the date of publication of this Ordinance.

PASSED by the City Council this 10th day of June, 2013.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 13-0360

EXHIBIT A

Chapter 15.10 FIRE CODE

Sections:

- 15.10.010005** International Fire Code adopted.
- 15.10.012010** IFC Section 101.1 amended.
- 15.10.015** IFC Section 102.7, Referenced Codes and Standards, amended.
- ~~**15.10.020** IFC Section 104.2, Applications and Permits, amended.~~
- 15.10.025020** IFC Section 105.1-1, Permits Required General, amended.
- 15.10.022** IFC Section 105.7 Required Construction Permits, amended.
- ~~**15.10.030** IFC Section 105.7, Required Construction Permits, amended.~~
- 15.10.035025** IFC Section 108, Board of Appeals, replaced.
- 15.10.040030** IFC Section 109.3, Violation Penalties, replaced.
- 15.10.045035** IFC Section 308.3, Open Flame in Group A Occupancies, amended.
- 15.10.050040** IFC Section 401.7.1, Evacuation Required, added.
- ~~**15.10.055** IFC Section 503, Fire Apparatus Access Roads, amended.~~
- 15.10.045** IFC Section 503.2.1, Dimensions, amended.
- 15.10.050** IFC Section 503.2.6, Bridges and Elevated Surfaces, amended.
- 15.10.055** IFC Section 503.3, Markings, amended.
- 15.10.060** IFC Section 503.4, Obstruction of the Fire Apparatus Access Roads, amended.
- 15.10.060065** IFC Section 506.1, Where Required, amended.
- 15.10.065070** IFC Section 507.5.1, Where Required, amended.
- 15.10.070075** IFC Section 510, Emergency Responder Radio Coverage, amended.
- ~~**15.10.075** IFC Section 806.1, Natural Cut Trees, amended.~~
- 15.10.080** IFC Section 901.7, Systems Out of Service, amended.
- 15.10.085** IFC Section 903.2, Where Required, amended.
- 15.10.090** IFC Section 903.2.13, Additional Fire Sprinkler Requirements, added.
- ~~**15.10.095** IFC Section 903.4.2, Alarms, amended.~~
- 15.10.100095** IFC Section 903.4.3, Floor Control Valves, amended.
- ~~**15.10.105** IFC Section 903.6.3, Nightclubs, added.~~
- 15.10.110100** IFC Section 907.2, Where required – New buildings and structures, amended.
- ~~**15.10.115** IFC Section 1404.5, Fire Watch, amended.~~
- 15.10.120105** IFC Section 2703.95003.9, General Safety Precautions, amended.
- 15.10.110** IFC Section 5003.9.11, Manufacture Limitations, added.
- 15.10.125115** IFC Section 3304.15604.1, General, amended.
- 15.10.130120** IFC Section 3404.2.9.6.15704.2.9.6.1, Locations Where Above-Ground Tanks Are Prohibited, amended.

- 15.10.~~135~~125 IFC Section ~~3506, Flammable Cryogenic Fluids~~5806.2, Outdoor Storage, amended.
- 15.10.~~140~~130 IFC Section ~~3804, Liquefied Petroleum Gas~~6104.2, Maximum Capacity within Established Limits, amended.
- 15.10.~~145~~135 IFC Appendix B, Fire-Flow Requirements for Buildings, amended.

15.10.~~010~~005 International Fire Code adopted.

The International Fire Code, ~~2009~~2012 Edition, together with Appendix B (Fire-Flow Requirements for Buildings), as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-54 WAC.

15.10.~~012~~010 IFC Section 101.1 amended.

Section 101.1 of the International Fire Code is amended by inserting the phrase "City of Kenmore."

15.10.015 IFC Section 102.7, Referenced Codes and Standards, amended.

Section 102.7 of the International Fire Code is amended ~~to read as follows~~by adding the following:

~~The codes and standards referenced in this code shall be those that are listed in Chapter 47. Such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference as determined or modified by the fire code official. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply. When allowed by the fire code official, editions of the standards not herein referenced may be utilized provided the entire standard is followed.~~

~~15.10.020 IFC Section 104.2, Applications and Permits, amended.~~

~~Section 104.2 of the International Fire Code is amended by adding the following:~~

~~No building, structure, fire detection or suppression system, or other system, component or process requiring a permit under KMC Title 15 shall be erected, constructed, installed, enlarged, converted or moved unless or until the Fire Department has reviewed and approved plans as submitted to the Building Official.~~

~~An application for a commercial building permit, site development permit, binding site plan, a preliminary subdivision or short subdivision approval, final subdivision or short subdivision, urban planned development, zoning reclassification, conditional use or special use permit shall be reviewed and approved by the fire district prior to conditional approvals or permit issuance.~~

15.10.020 IFC Section 105.1 General, amended.

Section 105.1 of the International Fire Code is amended as follows:

Section 105.1 General. Permits shall be in accordance with Sections 105.1 through 105.7.20.

15.10.022 IFC Section 105.7 Required Construction Permits, amended.

Section 105.7 of the International Fire Code is amended by adding the following:

105.7.17 Emergency and Standby Power Systems. A construction permit is required to install or modify an Emergency Power Supply System (EPSS) that supplies power to life safety systems, fire pumps, elevators or any system required by the International Fire Code or the International Building Code.

105.7.18 Emergency Radio Responder Coverage. A construction permit is required to install, alter or modify an emergency responder radio system as defined and required in Section 510.

105.7.19 High-Piled Combustible Storage. A construction permit is required to install, alter or increase the hazard level of storage under the following criteria: Storage area including aisles exceeds 500 square feet floor area, and either Class I – IV commodities are stored more than 12 feet high, or high hazard materials are stored more than 6 feet high.

105.7.20 Mechanical Refrigeration. A construction permit is required to install, modify or expand any mechanical refrigeration system containing more than 220 pounds of a Group A1 refrigerant or more than 30 pounds of any other group refrigerant.

15.10.025 IFC Section 105.1.1, Permits Required, amended.

Section 105.1.1 of the International Fire Code is amended by adding the following:

All operational permits issued pursuant to the city's fire code shall be valid for the period specified thereon. All permits required by the city's fire code may be renewed, by application to the fire code official, during the 30 days preceding expiration. Permit fees and permit renewal fees shall be in an amount as established by resolution of the city council, which may be amended from time to time.

15.10.030 IFC Section 105.7, Required Construction Permits, amended.

Section 105.7 of the International Fire Code is amended by adding the following:

105.7.15 Emergency and Standby Power Systems. A construction permit is required to install or modify an Emergency Power Supply System (EPSS) that supplies power to life safety systems, fire pumps, elevators or any system required by the International Fire Code or the International Building Code.

105.7.16 Emergency Radio Responder Coverage. A construction permit is required to install, alter or modify an emergency responder radio system as defined and required in Section 510.

105.7.17 High-Piled Combustible Storage. A construction permit is required to install, alter or increase the hazard level of storage under the following criteria: Storage area including aisles

~~exceeds 500 square feet floor area, and either Class I—IV commodities are stored more than 12 feet high, or high hazard materials are stored more than 6 feet high.~~

~~105.7.18 Mechanical Refrigeration. A construction permit is required to install, modify or expand any mechanical refrigeration system containing more than 220 pounds of a Group A1 refrigerant or more than 30 pounds of any other group refrigerant.~~

15.10.035025 IFC Section 108, Board of Appeals, replaced.

Section 108 of the International Fire Code is deleted and replaced with the following:

APPEALS

Appeals of orders, decisions or determinations made by the fire code official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.10.040030 IFC Section 109.3, Violation Penalties, replaced.

Section 109.3 of the International Fire Code is deleted and replaced with the following:

Violation penalties. Any person who violates the provisions of this code or fails to comply with any of the requirements thereof or lawful directive of the fire code official, shall be subject to penalties as prescribed by law.

15.10.045035 IFC Section 308.3, Open Flame in Group A Occupancies, amended.

Section 308.3 of the International Fire Code is amended by adding the following exception:

4. Where approved by the fire code official.

15.10.050040 IFC Section 401.7.1, Evacuation Required, added.

Section 401.7.1 of the International Fire Code is added to Section 401.7:

401.7.1 Evacuation required. In the event of activation of a fire, emergency alarm, or at the direction the fire code official, occupants of the building or portion of the building in which the alarm is activated shall make a safe and orderly evacuation out of the building, or as provided in the building's fire safety and evacuation or high-rise emergency operations plan.

Exceptions:

1. Where the occupant's physical or other disability make the occupant unable to evacuate without assistance and no assistance is immediately available; or

2. Where the presence of smoke, fire, structural collapse or other hazard or obstruction of the occupant's means of egress make evacuation unsafe.

15.10.045 IFC Section 503.2.1, Dimensions, amended.

Section 503.2.1 of the International Fire Code is amended as follows:

503.2.1 Dimensions. Driveways serving one single-family residence shall have a minimum clear width of 12 feet.

15.10.050 IFC Section 503.2.6, Bridges and elevated surfaces, amended.

Section 503.2.6 of the International Fire Code is amended as follows:

503.2.6 Bridges, structures and elevated surfaces. Where a bridge, structure or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the live loads of fire apparatus. In addition, these structures shall be designed to support a 75 psi point load. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces are designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

15.10.055 IFC Section 503.3, Marking, amended.

Section 503.3 of the International Fire Code is amended as follows:

503.3 Marking. Where required by the fire code official, approved signs or other approved notices, as described in the Northshore Fire Department Access Standard, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

15.10.060 IFC Section 503.4 Obstruction of Fire Apparatus Access Roads, amended.

Section 503.4 of the International Fire Code is amended as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. The minimum widths and clearances shall be maintained at all times.

Exception: Parking of vehicles along residential streets where all homes along the road are protected by approved fire sprinkler systems.

15.10.055 IFC Section 503, Fire Apparatus Access Roads, amended.

Sections 503.1, 503.1.2, 503.2, 503.2.1, 503.2.2, 503.2.3, 503.2.4, 503.2.5, 503.2.6, 503.2.7, 503.3, and 503.4 of the International Fire Code are amended as follows:

~~503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with the City's adopted street, road, and access standards.~~

~~503.1.2 Additional access. Subdivisions may be required to provide a secondary means of access based on the number of lots served in accordance with the Kenmore Road Standards. The fire code official is further authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.~~

~~503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with sections 503.2.1 through 503.2.7.~~

~~503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed access width of not less than 20 feet, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.~~

~~Exceptions:~~

- ~~1) Driveways serving one single-family dwelling that are fifty feet or less in length, as measured from the road to the house, may be 12 feet wide and driveways serving one single-family dwelling that are more than fifty feet long may have a paved width of not less than 16 feet.~~
- ~~2) A joint use driveway tract serving 2 single-family homes may have a paved width of not less than 18 feet.~~

~~503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access widths where they are inadequate for fire or rescue operations.~~

~~503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (minimum 75,000 pounds with a 75 psi point load) and shall be surfaced so as to provide all-weather driving capabilities. Concrete or asphalt concrete pavement shall be used unless specifically approved by the fire code official.~~

~~503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be 20 feet inside and 40 feet outside.~~

~~503.2.5 Dead ends. Dead-end fire apparatus access roads serving more than 6 lots or in excess of 150 feet in length, as measured from the centerline of the connecting roadway, shall provide a turnaround in accordance with the Kenmore Road Standards.~~

~~503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the live loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces are designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.~~

~~503.2.7 Grade. The grade of the fire apparatus access road shall not exceed the maximum grade defined in the Kenmore Road Standards. If onsite grades exceed that allowed by the Kenmore Road Standard, for roads serving detached Group R-3 occupancies, a design of the proposed road~~

~~must be submitted during project review showing the extent and degree of coverage. Onsite access roads may be permitted to exceed the maximum grade defined in the Kenmore Road Standards if all of the Group R-3 dwellings accessed by the road are equipped with approved fire sprinkler systems. The grade of an access road serving Group R-3 occupancies may never exceed 20 percent.~~

~~503.3 Marking. Where required by the fire code official, approved signs or other approved notices, as described in the Northshore Fire Department Access Standard, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

~~503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. The minimum widths and clearances shall be maintained at all times.~~

15.10.069065 IFC Section 506.1, Where Required, amended.

Section 506.1 of the International Fire Code is amended by adding the following:

506.1 Where required. All occupancies equipped with an automatic sprinkler system, fire alarm system, or hazardous occupancies, or when required by the fire code official, shall have an emergency access key box mounted in an approved location.

Exception: One- and two-family dwellings.

15.10.065070 IFC Section 507.5.1, Where Required, amended.

Section 507.5.1 of the International Fire Code is amended to read:

507.5.1. Where required. Where a facility or building hereafter constructed or moved into or within the city is more than 150 feet from a hydrant on a fire apparatus access road, onsite fire hydrants and mains shall be provided where required by the fire code official. At least one hydrant shall be located within 400 feet of all portions of the exterior wall of the first story of the facility or building as measured by an approved route around the exterior of the building. All fire hydrants required by this section, whether existing or new shall be equipped with a 4-inch Storz fitting on the steamer port. A 4-inch Storz fitting shall also be installed on any hydrant required for protection of existing structures where the valuation of the improvement or alteration exceeds 50% of the assessed valuation or where the square footage is increased by 25% or 1,000 square feet, whichever is less.

Exceptions:

1. For ~~Group R-3 one- and two-family dwellings~~ and Group U occupancies, the maximum distance to the structure shall be 300 feet and 450 feet when protected by an approved fire sprinkler system.

2. Distances may be modified by the fire code official for facilities or buildings equipped with approved automatic sprinkler systems.

15.10.070075 IFC Section 510, Emergency Responder Radio Coverage, amended.

Section 510 of the International Fire Code is deleted and replaced by the addition of a new section to read as follows:

510.1 Emergency responder radio coverage. All new buildings shall have approved radio coverage for emergency responders within the building installed in accordance with Section 510 of this code and with applicable provisions of NFPA 72, National Fire Alarm Signaling Code. This section shall not require improvement of the existing public safety communication system.

Exceptions:

1. Buildings and area of buildings that have minimum radio coverage signal strength levels of the King County Regional 800 MHz Radio System within the building in accordance with Section 510.4.1
2. Buildings constructed primarily of wood frame that do not have storage or parking areas that extend more than one level below grade.
3. Buildings thirty-five (35) feet high (As defined by International Building Code Section 502) or less that do not have below grade storage or parking areas that extend more than one level below grade.
Should construction that is thirty-five (35) feet high or less include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.
4. One and two family dwellings and townhouses

510.2 Emergency responder radio coverage in existing buildings. Existing buildings shall be provided with approved radio coverage for emergency responders as required in Chapter 11.

510.3 Permit required.

510.3.1 Construction permit required. A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.5. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

510.3.2 Operational permit. An operational permit is required to operate an in building radio system.

510.4 Technical requirements. Systems, components, and equipment required to provide emergency responder radio coverage system shall comply with Sections 511.4.1 through 511.4.2.5

510.4.1 Radio signal strength. The building shall be considered to have acceptable emergency responder radio coverage when signal strength measurements in 95% of all

areas of the building and 99% in elevators (measured at the primary recall floor), stair shafts and Fire Command Centers meet the signal strength requirements in Sections 510.4.1.1 and 510.4.1.2

510.4.1.1 Minimum signal strength into the building. A minimum signal strength of -95 dBm shall be receivable within the building.

510.4.1.2. Minimum signal strength out of the building. A minimum signal strength of -95 dBm shall be received by the agency's radio system when transmitted from within the building.

510.4.2 System design. The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.5

510.4.2.1 Amplification systems allowed. Buildings and structures which cannot support the required level of radio coverage shall be equipped:

1. A radiating cable system and/or
2. An internal multiple antenna system with FCC certificated bi-directional 800 MHz amplifiers or
3. Systems otherwise approved by the city radio system manager in order to achieve the required adequate radio coverage

510.4.2.2 Technical criteria.

510.4.2.2.1 Frequency range. The frequency range which must be supported shall be 806 MHz to 824 MHz and 851 MHz to 869 MHz and such other frequencies as determined by the Regional Radio System operator in all areas of the building.

510.4.2.3 Power supply. Power supplies shall conform with NFPA 72, Section 10.5 (Power Supplies).

510.4.2.3.1 Secondary power. If any part of the installed system or systems contains an electrically powered component, the installed system or systems shall be provided with an independent battery system or an emergency generator capable of operating for a period of at least twenty four (24) hours without external power input. The battery system shall automatically charge in the presence of external power input.

510.4.2.4 Signal booster requirements. If used, signal boosters shall meet the following requirements:

1. All signal booster components shall be contained in a NEMA4-type waterproof cabinet.
2. The battery system shall be contained in a NEMA4-type waterproof cabinet.

3. The system shall include automatic alarming of malfunctions of the signal booster and battery system. Any resulting trouble alarm shall be automatically transmitted to an approved central station or proprietary supervising station as defined in NFPA 72 or, when approved by the fire code official, shall sound an audible signal at a constantly attended location.
4. Equipment shall have FCC certification prior to installation.
5. Signal boosters must be equipped with filters that reject adjacent frequencies in addition to the multi-band pass filters.

510.4.2.5 Additional frequencies and change of frequencies. The building owner shall modify or expand the frequency range at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this requirement.

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with Sections 510.5.1 through 510.5.5

510.5.1 Approval prior to installation. No amplification system capable of operating on frequencies used by the Regional 800 MHz Radio System shall be installed without prior coordination and approval of the radio system licensee (The Eastside Public Safety Communications Agency – www.epscs.com – (425) 556-2515) and any such system must comply with any standards adopted by the King County Regional Communications Board.

510.5.2 Minimum qualifications of personnel. The system designer, lead installation personnel and personnel conducting radio system tests shall be qualified to perform the work.

Design documents and all tests shall be documented and signed by a person in possession of a current FCC General Radio Telephone Operator License and a certificate or certification issued by the:

1. Associated Public Safety Communications Officials International (APCO); or
2. National Association of Business and Education Radio (NABER); or
3. Personal Communications Industry Association (PCIA); or
4. Manufacturer of the equipment being installed.

510.5.3 Acceptance test procedure. Acceptance testing for Emergency responder radio amplification system is required, upon completion of installation. It is the building owner's responsibility to have the radio system tested by qualified personnel to ensure a minimum of 95% two-way coverage on each floor of the building.

A report shall be submitted to the Northshore Fire Department at the conclusion of acceptance testing containing a floor plan and the signal strengths at each location tested

and other relevant information. A representative of the Northshore Fire Department may oversee the acceptance test. Acceptance testing is also required whenever changes occur to the building that would materially change the original field performance test. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of approximately forty (40) equal areas.
2. Testing shall use a two (2) watt, portable transceiver with speaker/microphone and flexible antenna (or any calibrated device which will produce signal levels useable by the prescribed portable radio). Field strength testing instruments must have been calibrated within one (1) year of the date of the acceptance test. Field strength testing instruments must be of the frequency selective type incorporating a flexible antenna similar to the ones used on the hand held transceivers. City Radio System Manager may designate alternate methods of measuring the signal level, which satisfy appropriate levels of public safety coverage.
3. A maximum of two (2) nonadjacent areas will be allowed to fail the test.
4. In the event that three (3) of the areas fail the test, the floor may be divided into eighty (80) equal areas in order to be more statistically accurate. In such event, a maximum of four (4) nonadjacent areas will be allowed to fail the test. After the eighty (80) area tests, if the system continues to fail, the building owner shall have the system altered to meet the 95% coverage requirement.
5. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communication to and from the outside of the building through the Regional 800 MHz Radio System. Once the spot has been selected, prospecting for a better spot within the grid area is not permitted. The gain values of all amplifiers shall be measured and the results kept on file with the building owner so that the measurements can be verified each year during the annual tests. In the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to reestablish the gain values.
6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at time of installation and subsequent annual inspections.

510.5.4 FCC compliance. The emergency responder radio coverage system installation and components shall also comply with all applicable federal regulations including, but not limited to, FCC 47 DFR Part 90.219.

510.6 Maintenance. The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.3

510.6.1 Testing and proof of compliance. The emergency responder radio coverage system shall be inspected and tested annually, or whenever structural changes occur to the building that would materially change the original field performance tests by a consultant approved by the Fire Code Official. The performance test shall include at minimum a floor plan and the signal strength in various locations of the building.

Testing shall consist of the following:

1. In-building coverage test as described in Section 510.5.3.
2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. All other active components shall be checked to verify operation within the manufacturer's specifications.
5. At the conclusion of the testing, a report, which shall verify compliance with Section 510.5.3, shall be submitted to the fire code official not later than January 30th of each year.

510.6.2 Additional frequencies and change of frequencies. The building owner shall modify or expand the frequency range at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this requirement.

510.6.3 Identification. Radio Coverage system shall be identified by a sign located on or near the Fire Alarm Control Panel stating "This building is equipped with an Emergency Responder Radio Coverage System"

510.6.4 Field testing. Police and Fire Personnel shall at any time have the right to enter onto the property to conduct its own field-testing to be certain that the required level of radio coverage is present.

~~510.1 Building radio coverage. Except as otherwise provided no person shall maintain, own, erect, or construct, any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for city emergency services workers, including but not limited to firefighters and police officers.~~

~~Exceptions:~~

1. Single family residential buildings.
 2. Buildings constructed primarily of wood frame without below grade storage or parking areas.
 3. Buildings thirty-five (35) feet high (as defined by International Building Code Section 502) or less without below grade storage or parking areas. Should construction that is thirty-five (35) feet high or less include subterranean storage or parking, then this section shall apply only to the subterranean areas.
 4. Existing buildings. Buildings constructed prior to the implementation of this section shall not be required to comply with public safety radio coverage provisions of this section. However, should exempted structures undergo renovation, restoration, or significant modification to the original structure, exemption from the provisions of this section shall not apply.
- 510.1.1 Adequate radio coverage. A minimum signal strength of -95dBm available in 95% of all areas of the building and 99% in elevators (measured at the primary recall floor), stair shafts and Fire Command Centers when transmitted from the closest Regional 800 MHz. Radio System.
- 510.1.2 Minimum signal strength. A minimum signal strength of -100 dBm shall be received by the Regional 800 MHz. Radio System when transmitted from 95% of all areas of the building and 99% in elevators (measured at the primary recall floor), stair shafts and Fire Command Centers.
- 510.1.3 Frequency range. The frequency range which must be supported shall be 806 MHz. to 824 MHz. and 851 MHz. to 869 MHz. and such other frequencies as determined by the Regional Radio System operator in all areas of the building.
- The building owner shall modify or expand the frequency range at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this requirement.
- Point of Information: System designers should be aware that re-banding (Nextel) is currently well along making available the entire 800 MHz spectrum as well as portions of the 700 MHz band for public safety and equipment must be capable of supporting these and other spectrum bands. See www.FCC.gov for additional information.
- 510.2 Permits.
- 510.2.1 Construction Permit. A construction permit is required for installation of or modification to emergency responder radio coverage systems and related equipment. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.
- 510.2.2 Operational Permit. An operational permit is required to operate an in-building radio system.
- 510.3 Power supply. Power supplies shall conform with NFPA 72, Section 4.4.1 (Power Supplies).
- 510.4 Signal Booster Requirements.
- If used, signal boosters shall meet the following requirements:
1. All signal booster components shall be contained in a NEMA4 type waterproof cabinet.
 2. The battery system shall be contained in a NEMA4 type waterproof cabinet.

3. The system shall include automatic alarming of malfunctions of the signal booster and battery system. Any resulting trouble alarm shall be automatically transmitted to an approved central station or proprietary supervising station as defined in NFPA 72 or, when approved by the fire code official, shall sound an audible signal at a constantly attended location.

4. Equipment shall have FCC certification prior to installation.

510.5 Proof of compliance and testing.

510.5.1 Proof of Compliance. Each owner shall submit at least one field test, or as determined by the fire code official, whenever structural changes occur to the building that would materially change the original field performance tests by a consultant approved by the Fire Code Official. The performance test shall include at minimum a floor plan and the signal strength in various locations of the building.

510.5.2 Annual Test. It shall be the building owner's responsibility to have all active components of the system, such as amplifiers, power supplies and backup batteries tested a minimum of once every twelve (12) months. Testing shall consist of the following:

1. Amplifiers shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.

2. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If, within the one hour test period, and in the opinion of the testing technician, the battery exhibits symptoms of failure, the test shall be extended for additional one-hour periods until the integrity of the battery can be determined.

3. All other active components shall be checked to determine that they are operating within the manufacturer's specification for the intended purpose.

A report shall be submitted to the fire code official upon conclusion of the testing and not later than January 30th of each year.

510.5.3 Five-Year Tests. In addition to the annual test, it shall be the building owner's responsibility to perform a radio coverage test a minimum of once every five (5) years to ensure that the radio system continues to meet the requirements of the original acceptance test. A report shall be submitted to the fire code official upon conclusion of the testing.

510.5.4 Qualification of Personnel. The system designer, lead installation personnel and personnel conducting radio system tests shall be qualified to perform the work.

Design documents and all tests shall be documented and signed by a person in possession of a current FCC General Radio Telephone Operator License and

1. A current technician certification issued by the Associated Public Safety Communications Officials International (APCO);

2. The National Association of Business and Education Radio (NABER);

3. The Personal Communications Industry Association (PCIA); or

4. Certificate holder issued by the manufacturer of the equipment being installed.

510.6 Inadequate Radio Coverage. Buildings and structures which cannot support the required level of radio coverage shall be equipped with:

1. A radiating cable system; and/or
2. An internal multiple antenna system with FCC-certificated bi-directional 800 MHz amplifiers;
- or
3. Systems otherwise approved by the regional radio system manager in order to achieve the required adequate radio coverage. In the event that a signal booster is employed, it shall be fully encased with a NEMA 4 (or equivalent) dust/waterproof rated enclosure, and filters that reject adjacent frequencies in addition to the multi-band pass filters.

510.7 Secondary Power. If any part of the installed system or systems contains an electrically powered component, the installed system or systems shall be provided with an independent battery system or an emergency generator capable of operating for a period of at least twenty four (24) hours without external power input. The battery system shall automatically charge in the presence of external power input.

510.8 Approval Prior to Installation. No amplification system capable of operating on frequencies used by the Regional 800 MHz Radio System shall be installed without prior coordination and approval of the radio system licensee (The Eastside Public Safety Communications Agency) and any such system must comply with any standards adopted by the King County Regional Communications Board.

510.9 Acceptance Tests. Acceptance testing for an in-building radio amplification system is required, upon completion of installation. It is the building owner's responsibility to have the radio system tested by qualified personnel to ensure a minimum of 95% two-way coverage on each floor of the building.

Point of Information

A Certificate of Occupancy will not be issued to any structure if the building fails to comply with these provisions.

Talk-back testing from a site to the Regional 800 MHz Radio System shall use a two (2) watt, portable transceiver with speaker/microphone and flexible antenna (or any calibrated device which will produce signal levels useable by the prescribed portable radio). Field strength testing instruments must have been calibrated within one (1) year of the date of the acceptance test. Field strength testing instruments must be of the frequency selective type incorporating a flexible antenna similar to the ones used on the hand-held transceivers. The Regional Radio System Manager may designate alternate methods of measuring the signal level, which satisfy appropriate levels of public safety coverage.

A report shall be submitted to the Northshore Fire Department at the conclusion of acceptance testing containing a floor plan and the signal strengths at each location tested and other relevant information. A representative of the Northshore Fire Department may oversee the acceptance test. Acceptance testing is also required whenever changes occur to the building that would materially change the original field performance test.

510.10 Testing Criteria. Each floor of the building shall be divided into a grid of approximately forty (40) equal areas. A maximum of two (2) nonadjacent areas will be allowed to fail the test. In the event that three (3) of the areas fail the test, the floor may be divided into eighty (80) equal

areas in order to be more statistically accurate. In such event, a maximum of four (4) nonadjacent areas will be allowed to fail the test. After the eighty (80) area tests, if the system continues to fail, the building owner shall have the system altered to meet the 95% coverage requirement. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communication to and from the outside of the building through the Regional 800 MHz. Radio System. Once the spot has been selected, prospecting for a better spot within the grid area is not permitted. The gain values of all amplifiers shall be measured and the results kept on file with the building owner so that the measurements can be verified each year during the annual tests. In the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to reestablish the gain values.

Point of Information

While the foregoing implies manual measurement and recording, automated testing and recording is certainly permitted so long as a report can be produced documenting the signal strength (or average) in each test square.

510.11 Field Testing. Police and Fire Personnel shall at any time have the right to enter onto the property to conduct its own field testing to be certain that the required level of radio coverage is present.

15.10.075 IFC Section 806.1, Natural Cut Trees, amended.

Section 806.1 of the International Fire Code is amended by adding the following exception:

806.1 Natural Cut Trees. Natural cut trees, where allowed by this section, shall have the trunk bottoms cut off at least 0.5 inch (12.7 mm) above the original cut and shall be placed in support device complying with Section 806.1.2.

Exception:

1. Trees treated with an approved flame retardant and renewed to maintain flame resistance, subject to the approval of the fire code official.

15.10.080 IFC Section 901.7, Systems Out of Service, amended.

Section 901.7 of the International Fire Code shall be amended to read as follows:

901.7 Systems out of service. Where a fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with at least one means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

15.10.085 IFC Section 903.2, Where Required, amended.

Section 903.2 of the International Fire Code is amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.13.

The exception has been deleted.

15.10.090 IFC Section 903.2.13, Additional Fire Sprinkler Requirements, added.

Section 903.2 of the International Fire Code is amended by the adding a new section 903.2.13 as follows:

903.2.13 Additional fire sprinkler requirements.

NEW BUILDINGS

1. An automatic sprinkler system shall be installed in all occupancies requiring 2,000 gallons per minute or more fire flow, or where the gross square footage exceeds 5,000 square feet. This applies to all buildings regardless of type or use ~~as well as townhouses with an aggregate area 5,000 square feet or greater.~~ Fire walls, as noted in ~~Section 705 of~~ the International Building Code, shall not be considered to separate a building to enable deletion of the required sprinkler system.
2. All newly constructed buildings regardless of gross square footage shall be provided with an automatic sprinkler system if adequate fire flow, hydrant spacing, or approved fire department access is not provided as required in IFC Section 503, Appendix B, and/or Title 15 of the Kenmore Municipal Code.
3. An automatic sprinkler system shall be installed in newly constructed ~~Group R-3 residential~~ occupancies ~~if there is not a hydrant capable of providing at least 1,500 gallons per minute of water with 20 psi residual pressure located within 300 feet of the structure, or without approved emergency vehicle access.~~

EXISTING BUILDINGS

1. The provisions of this section shall apply to existing buildings that are subject to alterations, repairs, modifications or similar improvements where the total cost of the work performed exceeds 50% of the King County Assessor's Office valuation of the structure. Where subsequent alterations, repairs, modifications or similar improvements occur within five years of the first permitted work, the original building valuation shall be used and the total costs of improvements shall be accumulative.
2. The provisions of this section shall apply to existing buildings where the gross floor area of the building is increased. Additions to buildings that would result in a gross floor area greater than 5,000 square feet shall be retrofitted throughout with an approved automatic sprinkler system.

Exception:

- ~~2.~~ The floor area of an existing building may be increased by up to 25%, not to exceed 5,000 square foot floor area increase. This exception shall be allowed one

time only and acknowledgement of its use shall be recorded to run with the property title prior to permit issuance.

~~15.10.095 IFC Section 903.4.2, Alarms, amended.~~

Section 903.4.2 of the International Fire Code is amended to read:

~~903.4.2 Alarms. Approved audible and visible alarm notification appliances shall be provided for every automatic sprinkler system in accordance with Section 907, NFPA 72 or as designated by the fire code official. Sprinkler water flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm notification shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.~~

~~Exception: Domestically supplied local systems of 10 heads or less or for approved residential sprinkler systems in 1- or 2-family dwellings if not otherwise specifically required, when approved by the fire code official.~~

~~15.10.10095 IFC Section 903.4.3, Floor Control Valves, amended.~~

Section 903.4.3 of the International Fire Code is amended to read:

Section 903.4.3 Floor control valves. In multi-level buildings approved, supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception: When approved by the fire code official.

~~15.10.105 IFC Section 903.6.3, Nightclubs, added.~~

~~Section 903.6 of the International Fire Code is amended by adding the following:~~

~~903.6.3 Nightclubs. An automatic sprinkler system shall be provided throughout Group A-2 nightclubs as defined by WAC 51-54-0200.~~

~~15.10.110100 IFC Section 907.2, Where ~~r~~Required – New ~~B~~buildings and ~~S~~structures, amended.~~

Section 907.2, excluding subsections 907.2.1 – 23, of the International Fire Code is amended to read:

907.2 Where required – New buildings and structures.

All occupancies exceeding 3,000 square feet gross floor area shall be required to provide an approved, monitored automatic fire detection system. Fire walls as noted in Section 706 of the International Building Code shall not be considered to be a separate building to enable deletion of the required fire detection system.

Exception: Group U or ~~IRC regulated structures~~~~R-3 occupancies~~.

An approved fire alarm system installed in accordance with this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1

through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code. Where automatic sprinkler protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

A minimum of one fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

EXISTING BUILDINGS

The provisions of this section shall apply to existing buildings that are subject to alterations, repairs, modifications or similar improvements where the total cost of the work performed exceeds 50% of the King County Assessor's Office valuation of the structure. Where subsequent alterations, repairs, modifications or similar improvements occur within five years of the first permitted work, the original building valuation shall be used and the total costs of improvements shall be accumulative.

15.10.115 IFC Section 1404.5, Fire Watch, amended.

~~Section 1404.5 of the International Fire Code is amended to read:~~

~~Section 1404.5 Fire watch. When required by the Fire Code Official for building construction or demolition that is hazardous in nature, qualified personnel shall be provided to serve as an on-site fire watch. Fire watch personnel shall be provided with at least one approved means for notification of the fire department and their sole duty shall be to perform constant patrols and watch for the occurrence of fire.~~

15.10.120105 IFC Section 2703.95003.9, General Safety Precautions, amended.

~~Section 2703.95003.9 of the International Fire Code is amended to read:~~

~~2703.95003.9 General safety precautions. General precautions for the safe storage, handling or care of hazardous materials shall be in accordance with Sections 2703.9.15003.9.1 through 2703.9.105003.9.11. The storage and use of hazardous materials shall not exceed the manufacturer's limitations on shelf life and any other restrictions on use.~~

15.10.110 IFC Section 5003.9.11, Manufacture Limitations, added.

~~Section 5003.9 of the International Fire Code is amended by adding a new section 5003.9.11 as follows:~~

~~5003.9.11 Manufacturers limitations. The storage and use of hazardous materials shall not exceed the manufacturers limitations on shelf life and any other restrictions on use.~~

15.10.125115 IFC Section ~~3304.1~~5604.1, General, amended.

Section ~~3304.1~~5604.1 of the International Fire Code is amended by adding the following:

~~3304.1~~5604.1 General. The storage of blasting agents, detonators, explosives, explosive materials and special industrial explosive devices is prohibited within the city limits.

Exceptions:

1. Approved storage areas in law enforcement facilities and as otherwise provided in the Municipal Code.
2. When approved by the fire code official.

15.10.130120 IFC Section ~~3404.2.9.6.1~~5704.2.9.6.1, Locations Where Above-Ground Tanks Are Prohibited, amended.

Section ~~3404.2.9.6.1~~5704.2.9.6.1 of the International Fire Code is amended to read as follows:

~~3404.2.9.6.1~~5704.2.9.6.1 Locations where above-ground tanks are prohibited.

Throughout the city, the use of above ground storage tanks outside of buildings shall be limited to flammable or combustible liquids in outside above ground tanks of 2,000 gallons per tank with an aggregate capacity of 4,000 gallons per site, unless otherwise specifically approved by the fire code official. All above ground storage tanks containing flammable or combustible liquids with a capacity of 500 gallons or more shall be protected tanks designed in accordance with Section ~~3404.2.9.7~~5704.2.9.7 and UL2085, or other systems with prior approval of the fire code official. Above ground combustible liquid tanks, used for the storage of heating oil, for a single family residence shall not exceed 300 gallons. Above ground flammable liquid tanks shall not be permitted in a residential zone or within 100 feet of a residential zone within the city, except that such tanks may be located at fire stations or municipal facilities. Temporary uses may be permitted during periods of construction with the approval of the fire code official. Permits for above ground tanks shall be approved by the fire code official prior to installation or placement.

Exception: Existing installations exceeding 2,000 gallon tank or aggregate capacity of 4,000 gallons per site shall be allowed to continue until tank replacement is necessary or tank decommissioning.

15.10.135125 IFC Section ~~3506.2~~5806.2, Limitations, amended.

Section ~~3506.2~~5806.2 of the International Fire Code is amended to read as follows:

~~5806.2~~5806.2 Outdoor storage. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the city limits, except for those areas zoned as Industrial.

15.10.140130 IFC Section ~~3804.2~~6104.2, Maximum Capacity within Established Limits, amended.

Section ~~3804.26~~104.2 of the International Fire Code is amended to read as follows:

6104.2 Maximum capacity within established limits. Throughout the city, the aggregate capacity of any one installation of liquefied petroleum gas shall not exceed five hundred (500) gallons water capacity. This capacity limit may be increased up to, but not to exceed, two thousand (2,000) gallons water capacity if the installation is not within, or closer than 100 feet of a residential zone and must be approved by the fire code official. A permit is required to install a liquefied petroleum gas tank. Exception: Existing installations exceeding five hundred (500) gallons water capacity, but not exceeding two thousand (2,000) gallons water capacity, shall be allowed to continue.

15.10.~~145~~135 IFC Appendix B, Fire-Flow Requirements for Buildings, amended.

Appendix B and Sections B104.1, B104.2, B105.1, and B105.2 of the International Fire Code are amended to read as follows:

B104.1 General. The fire flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, including basements and attached garages, except as modified in Section B104.3.

B104.2 Area separation. Portions of buildings which are separated by four-hour fire walls without openings, constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.

B105.1 One and Two Family dwellings. The minimum fire flow requirements for one and two family dwellings having a fire-flow calculation area where the gross floor area, including attached garages, does not exceed 3,600 square feet (344.5 m²) shall be 1,500 gallons per minute (3785.4 L/min). Fire flow and flow duration for dwellings having a gross square footage in excess of 3,600 square feet (344.5 m²) shall be not less than that specified in Table B105.1 and the ISO Guide for the Determination of Needed Fire Flow.

Exception: The minimum fire flow required for one- and two-family dwellings protected by approved fire sprinkler systems shall be 1,000 gallons per minute.

B105.2 Buildings other than one- and two-family dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as determined by utilizing Table B105.1 and the ISO Guide for the Determination of Needed Fire Flow.

Exception: A reduction in required fire flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the International Fire Code. Where buildings are of Type I or II construction and are a light-hazard occupancy as defined by NFPA 13, the reduction may be up to 75 percent. The

resulting fire flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in Table B105.1.

EXHIBIT B

Chapter 15.20 BUILDING CODES

Sections:

- 15.20.010 International Building Code adopted.
- 15.20.015 IBC Section 312.1, U-Occupancy Use - General, amended.
- 15.20.020 IBC Section 403.4.78, Standby Power, amended.
- 15.20.025 IBC Section 403.4.78.1, Special Requirements for Standby Power, amended.
- 15.20.030 IBC Section 403.4.78.1.1, Standby Power Room Penetrations, added.
- 15.20.035 IBC Section 403.4.78.2, Standby Power Loads, amended.
- 15.20.040 IBC Section 403.7, Smoke Control, added.
- ~~15.20.045~~ IBC Section 405.8, Standby Power, amended.
- ~~15.20.045050~~ IBC Section ~~708.27~~12.1.3.1, Opening Size, amended.
- ~~15.20.050055~~ IBC Section 903.2, Sprinklers Where Required, amended.
- ~~15.20.055060~~ IBC Section 903.2.13, Additional Fire Sprinkler Requirements, added amended.
- ~~15.20.060~~ IBC Section 903.4.2 amended.
- 15.20.065 IBC Section 903.4.3, Floor Control Valves, amended.
- 15.20.070 IBC Section 907.2, Alarms Where Required - New Buildings and Structures, amended.
- 15.20.075 IBC Section 911.1.2.1, Fire Command Center Penetrations added.
- 15.20.080 IBC Section 1608.1, Snow Load - General, amended.
- 15.20.085 IBC Section 1612.3, Establishment of Flood Hazard Areas, amended.
- 15.20.090 IBC Section 3002.4, Elevator Car to Accommodate Stretcher, amended.
- 15.20.095 IBC Section 311.2, Waterfront Structures, added.
- 15.20.100 IBC Appendix adoption.
- 15.20.105 International Residential Code adopted.
- ~~15.20.110~~ IRC Table R301.2(2), Climate and Geographic Design Criteria, amended.
- ~~15.20.115~~ IRC Appendix S, Fire Sprinklers, amended.
- ~~15.20.110120~~ 1997 Uniform Housing Code adopted.
- ~~15.20.111125~~ ~~Uniform Housing Code~~ Section 203, Appeals, amended.
- ~~15.20.112130~~ ~~Uniform Housing Code~~ Section 1201.2, Processing of Appeals amended.
- ~~15.20.113135~~ ~~Uniform Housing Code~~ Section 1201.3 deleted.
- ~~15.20.114140~~ ~~Uniform Housing Code~~ Chapter 13 deleted.
- ~~15.20.115145~~ International Mechanical Code adopted.

- ~~15.20.120150~~ Uniform Plumbing Code adopted.**
~~15.20.125155~~ National Fuel Gas Code (NFPA 54) adopted.
~~15.20.130160~~ Liquefied Petroleum Gas Code (NFPA 58) adopted.
~~15.20.135165~~ International Fuel Gas Code adopted.
~~15.20.140170~~ ~~Washington State Energy~~International Energy Conservation Code adopted.
15.20.175 IECC Section C109, Appeals, amended.
15.20.180 IECC Section R109, Appeals, amended.
~~15.20.145185~~ Uniform Code for the Abatement of Dangerous Buildings adopted.
~~15.20.146190~~ ~~Uniform Code for the Abatement of Dangerous Buildings~~ Section 205, Appeals, amended.
~~15.20.147195~~ ~~Uniform Code for the Abatement of Dangerous Buildings~~ Section 501.2, Processing of Appeals, amended.
~~15.20.148200~~ ~~Uniform Code for the Abatement of Dangerous Buildings~~ Section 501.3 deleted.
~~15.20.149205~~ ~~Uniform Code for the Abatement of Dangerous Buildings~~ Chapter 6 deleted.
~~15.20.150210~~ International Existing Building Code adopted.

15.20.010 International Building Code adopted.

The ~~2009~~2012 Edition of the International Building Code, excluding Chapter 1, "Scope and Administration," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-50 WAC.

15.20.015 IBC Section 312.1, U-Occupancy Use - General, amended.

Section 312.1 of the International Building Code, ~~"Utility and Miscellaneous Group U, General,"~~ is ~~hereby~~ amended to read as follows by adding the following use to the list:

~~Section 312.1—General. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:~~

~~Agricultural buildings~~

~~Aircraft hangers, accessory to a one or two family residence (see Section 412.5)~~

~~Barns~~

~~Carports~~

~~Fences more than 6 feet (1829 mm) high~~

~~Grain silos, accessory to a residential occupancy~~

~~Greenhouses~~

~~Livestock shelters~~

Private garages
Retaining Walls
Sheds
Stables
Tanks
Towers
Waterfront structures

15.20.020 IBC Section 403.4.78, Standby Power, amended.

Section 403.4.78 of the International Building Code is hereby amended as follows:

Add the following sentence to the end of the paragraph:

Fuel-fired emergency generator sets and associated fuel storage, including optional generator sets, located more than 75 feet above the lowest level of Fire Department vehicle access requires the approval of the Fire Code Official.

15.20.025 IBC Section 403.4.78.1, Special Requirements for Standby Power Systems, amended.

Section 403.4.78.1 of the International Building Code, "~~Special requirements for standby power,~~" is hereby amended as follows by revising the first sentence to read:

Section 403.4.8.1 Special requirements for standby power systems. If the standby system is a generator set inside the building, the system shall be located in a separate room enclosed with 2-hour fire barriers constructed in accordance with Section 403.4.78.1.1 and Section 707 or horizontal assemblies constructed in accordance with Section 712.1, or both. System supervision with manual start and transfer features shall be provided at the fire command center.

15.20.030 IBC Section 403.4.78.1.1, Standby Power Room Penetrations, added.

Section 403.4.78.1.1 of the International Building Code, "~~Penetrations,~~" is added as follows:

403.4.78.1.1 Penetrations. Penetrations into and openings through a room containing a standby power system are prohibited except for required exit doors, equipment and ductwork necessary for heating, cooling or ventilation, sprinkler branch line piping, or electrical raceway serving the standby power system or being served by the standby power system and metallic piping with no joints or openings. Such penetrations shall be protected in accordance with Section 713.4.

15.20.035 IBC Section 403.4.78.2, Standby Power Loads, amended.

Section 403.4.78.2 of the International Building Code, "~~Standby power loads,~~" is hereby is amended by adding a fourth item which reads as follows:

4. Smoke control system.

15.20.040 IBC Section 403.7, Smoke Control, added.

Section 403.7 of the International Building Code, ~~“Smoke control,”~~ is hereby added as follows:

403.7 Smoke control. A smoke control system meeting the requirements of Section 909 shall be provided in buildings that exceed ten stories, or contain a use requiring defend-in-place firefighting operations in which occupants of some area cannot readily evacuate that area. This includes portions of facilities housing functions essential to continuity of public safety operations, and Group I and LC Occupancies where in the judgment of the Building Official and Fire Code Official, occupants having limited capacity for self-preservation are located on floors more than 75 feet above the lowest level of Fire Department vehicle access. A smoke control system for a defend-in-place use may be a performance-based design to protect that use without providing smoke control throughout the entire building, but shall otherwise comply with Section 909, buildings on occupied floors more than 75 feet above the lowest level of fire department vehicle access.
Exception: Smoke control may be omitted when approved by the Building Official and Fire Code Official

15.20.045 IBC Section 405.8, Standby Power, amended.

Section 405.8 of the International Building Code, is amended by adding the following sentence:

Fuel-fired emergency generator sets and associated fuel storage, including optional generator sets, located more than 30 feet below the lowest level of exit discharge requires the approval of the Fire Code Official.

15.20.045050 IBC Section ~~708.2712.1.3.1~~, Opening Size, amended.

Section ~~708.2712.1.3.1~~ of the International Building Code, ~~“Shaft enclosure required,”~~ is hereby amended by revising ~~Exception 2.1~~, the last sentence, to read:

This application is limited to openings that do not connect more than four stories in buildings not required to have smoke control systems. In buildings that are required to have smoke control systems, escalators are limited to openings that do not connect more than four stories and non-egress stairs are limited to openings that do not atmospherically connect more than two stories.

15.20.050055 IBC Section 903.2, Sprinklers Where Required, amended.

Section 903.2 of the International Building Code, ~~“Where Required,”~~ is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in Section 903.2.1 through 903.13.

The exception has been deleted.

15.20.055060 IBC Section 903.2.13, Additional Fire Sprinkler Requirements, added amended.

Section 903.2 of the International Building Code is amended by adding a new Section 903.2.13, ~~“Additional Fire Sprinkler Requirements,”~~ as follows:

903.2.13 Additional Fire Sprinkler Requirements.

NEW BUILDINGS

1. An automatic sprinkler system shall be installed in all occupancies requiring 2,000 gallons per minute or more fire flow, or where the gross square footage exceeds 5,000 square feet. This applies to all buildings regardless of type or use ~~as well as townhouses with an aggregate area of 5,000 square feet or greater.~~ Fire walls shall not be considered to separate a building to enable deletion of the required sprinkler system.
2. All newly constructed buildings regardless of gross square footage shall be provided with an automatic sprinkler system if adequate fire flow, hydrant spacing, or approved fire department access is not provided as required in the International Fire Code Section 503, Appendix B, and/or Title 15 of the Kenmore Municipal Code.
3. An automatic sprinkler system shall be installed in newly constructed ~~Group R-3 residential~~ occupancies ~~if there is not a hydrant capable of providing at least 1,500 gallons per minute of water with 20 psi residual pressure located within 300 feet of the structure, or without approved emergency vehicle access.~~

EXISTING BUILDINGS

1. The provisions of this section shall apply to existing buildings that are subject to alterations, repairs, modifications or similar improvements where the total cost of the work performed exceeds 50% of the King County Assessor's Office valuation. Where subsequent alterations, repairs, modifications or similar improvements occur within five years of the first permitted work, the original building valuation shall be used and the total costs of the improvements shall be accumulative.
2. The provisions of this section shall apply to existing buildings where the gross floor area of the building is increased. Additions to buildings that would result in a gross floor area greater than 5,000 square feet shall be retrofitted throughout with an approved automatic sprinkler system.

Exception:

The floor area of an existing building may be increased up to 25%, not to exceed 5,000 square foot floor area increase. This exception shall be allowed one time only and acknowledgement of its use shall be recorded on the property title prior to permit issuance.

15.20.060 IBC Section 903.4.2 amended.

Section 903.4.2 of the International Building Code, "Alarms," is hereby amended to read as follows:

~~Section 903.4.2 Alarms. Approved audible and visible alarm notification appliances shall be provided for every automatic sprinkler system in accordance with Section 907 of the IFC, NFPA 72, or as designated by the fire code official. Sprinkler water flow alarm devices shall be activated by the water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm notification shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.~~

~~Exception:~~

~~Domestically supplied local systems of 10 heads or less or for approved residential sprinkler systems in one- or two-family dwellings if not otherwise specifically required, when approved by the fire code official.~~

15.20.065 IBC Section 903.4.3, Floor Control Valves, amended.

Section 903.4.3 of the International Building Code, "~~Floor control valves~~," is hereby amended to read as follows:

Section 903.4.3 Floor control valves. In multi-level buildings approved, supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception:

When approved by the fire code official.

15.20.070 IBC Section 907.2, Alarms Where Required – New Buildings and Structures, amended.

Section 907.2 of the International Building Code, "~~Where required—new buildings and structures~~," is hereby amended to read as follows:

Section 907.2 Where required – new buildings and structures. All occupancies exceeding 3,000 square feet gross floor area shall be required to provide an approved and monitored fire detection system. Fire walls shall not be considered to be a separate building to enable deletion of the required fire detection system.

Exception: Group U or IRC regulated structures~~R-3 occupancies~~.

An approved fire alarm system installed in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of the IFC. Where automatic protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

A minimum of one fire alarm box shall be provided in an approved location to initiate a fire alarm signal for the fire alarm systems employing automatic fire

detectors or water-flow devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

EXISTING BUILDINGS

The provisions of this section shall apply to all buildings whose city assessed value has increased by more than 50% within a five year period due to the added value of additions, alterations and repairs. When the first permit application is submitted to add to, alter or repair an existing building, the city assessed value at the time the complete application is submitted shall be considered the base city assessed value for the following five-year period.

15.20.075 IBC Section 911.1.2.1, Fire Command Center Penetrations, added.

Section 911.1.2.1 of the International Building Code, ~~“Penetrations,”~~ is hereby added to read as follows:

911.1.2.1 Penetrations. Penetrations into and openings through a fire command center are prohibited except for required exit doors, equipment and ductwork necessary for heating, cooling or ventilation, sprinkler branch line piping, electrical raceway for the fire department communication and control, electrical raceway serving the fire command center for being controlled from the fire command center and metallic piping with no joints or openings. Such penetrations shall be protected in accordance with Section 713~~4~~.

15.20.080 IBC Section 1608.1, Snow Load - General, amended.

Section 1608.1 of the International Building Code, ~~“General,”~~ is hereby amended to read as follows:

1608.1 General. Design snow loads shall not be less than 25 psf, and the design roof loads shall not be less than that determined by Section 1607.

15.20.085 IBC Section 1612.3, Establishment of Flood Hazard Areas, amended.

Section 1612.3 of the International Building Code, ~~“Establishment of flood hazard areas,”~~ is hereby amended by revising the second sentence to read as follows:

The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled “The Flood Insurance Study for King County, Washington and Incorporated Areas,” DATED ~~September 28, 2007~~ April 9, 2005, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) ~~and Flood Boundary and Floodway Map (FBFM)~~ and related supporting data along with any revisions thereto.

15.20.090 IBC Section 3002.4, Elevator Car to Accommodate Ambulance Stretcher, amended.

Section 3002.4 of the International Building Code, ~~“Elevator car to accommodate ambulance stretcher,”~~ is hereby amended to read as follows:

3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are provided in buildings four or more stories above, or four or more stories below grade plane, or in any R or I occupancy building provided with an elevator regardless of the number of stories, at least one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate a 24-inch by 84-inch (610 mm by 1930 mm) ambulance stretcher in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches (76 mm) high and shall be placed inside on both sides of the hoistway door frame.

15.20.095 IBC Section 311~~12~~, Waterfront Structures, added.

Section 311~~12~~ of the International Building Code, ~~“Waterfront structures,”~~ is hereby added as follows:

SECTION 311~~12~~

WATERFRONT STRUCTURES

Section 311~~12~~.1 General. In addition to other requirements of this code, all waterfront structures ~~including, but not limited to docks, piers, wharves, floats, mooring piles, anchor buoys, bulkheads, submerged or overhead wires, pipes, and cables, and any object passing beneath, through or over the water beyond the line of ordinary high water~~ shall comply with the regulations of this section and the Kenmore Shoreline Management Code.

Section 311~~12~~.2 Approvals Required. Before any permit for a new waterfront structure or revisions to an existing waterfront structure is issued by the building official, the applicant shall obtain prior approval from all applicable state and federal agencies.

Section 311~~12~~.3 Definitions. For the purpose of this section, certain terms are defined as follows:

BULKHEAD. ~~A retaining wall or erosion control structure along a waterfront~~ As defined in the Kenmore Shoreline Management Code.

COVERED WATERFRONT STRUCTURE. Any waterfront structure covered in whole or in part by a roof.

DOCK. As defined in the Kenmore Shoreline Management Code.

FLOAT. As defined in the Kenmore Shoreline Management Code.

PIER. As defined in the Kenmore Shoreline Management Code.

POLLUTION-GENERATING MATERIAL. Include those which are erodable or leachable materials, wastes, or chemicals. Metal roofs are considered to be pollution-generated unless they are treated to prevent leaching.

SUBSTRUCTURE. That portion of the construction of a dock, pier, wharf or other similar waterfront structure below and including the deck.

SUPERSTRUCTURE. That portion of the construction of a dock, pier, wharf or other similar waterfront structure above the deck.

WATERFRONT STRUCTURE. Structures including, but not limited to docks, piers, wharves, floats, mooring piles, anchor buoys, bulkheads, submerged or overhead wires, pipes and cables, and any object passing beneath, through or over the water, waterward the ordinary high water mark.

WHARF. A structure of timber, stone, concrete or other material having a platform built along and parallel to navigable waters so that vessels may be moored alongside for loading and unloading, or for storage or repair.

Section 311+2.4 Construction Requirements. Waterfront structures shall comply with Sections 311+2.4.1 through 311+2.4.34.

Section 311+2.4.1 Substructure. The substructure may be constructed of any nonpollution-generating materials allowed by this code, and the Kenmore Shoreline Management Code. All decks shall sustain, within the limitations of this code, all dead loads plus a live load of not less than 100 pounds per square foot, assumed to act vertically. In addition to the live load requirement, all structures and every portion thereof shall be designed and constructed to resist a horizontal force of not less than 100 pounds per lineal foot acting at the deck line, in any direction. Exception: For waterfront structures serving only a single-family dwelling, a live load of 40 psf may be used and a horizontal force need only be considered where applicable.

Automatic sprinklers shall be installed under the substructure in accordance with the requirements of Chapter 9 and the International Fire Code.

Section 311+2.4.2 Superstructure. The superstructure shall be designed and constructed to sustain all dead loads, live loads, and wind loads required by this code, and may be constructed of any nonpollution-generating materials allowed by this code and the Kenmore Shorelines Management Code, except when the building area of a covered waterfront structure exceeds 1,000 square feet the entire superstructure and deck shall be constructed of noncombustible materials or as required for Type IV-H.T. Construction per Section 602.4 or be equipped throughout the structure with an approved automatic sprinkler system.

Section 311+2.4.3 Hardware. All hardware used structurally shall be of a corrosive-resistant metal such as aluminum, brass, copper, and stainless steel, or be completely protected by an approved corrosion-resistant metal, such as zinc.

Section 3112.4.4 Standpipes. When a distance of travel to fire apparatus access exceeds one hundred fifty (150) feet, a Class I manual, dry standpipe system shall be provided in accordance with NFPA 303. Systems shall be provided with outlets located such that no point of the structure exceeds one hundred fifty (150) feet from a standpipe outlet.

Exception: Waterfront structures serving not more than one single-family dwelling.

15.20.100 IBC Appendix adoption.

The city hereby adopts Appendix Chapter E, "Supplementary Accessibility Requirements," and Appendix Chapter H, "Signs," pursuant to Chapters 70.92 and 19.27 RCW.

15.20.105 International Residential Code adopted.

The ~~2009~~2012 Edition of the International Residential Code, including Appendix Chapter G, "Swimming Pools, Spas and Hot Tubs," Appendix Chapter R, "Dwelling Unit Fire Sprinkler Systems," and Appendix S, "Fire Sprinklers," but excluding Chapter 1 of the IRC, "Scope and Administration," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-51 WAC.

A-15.20.110 IRC Table R301.2(1), Climate and Geographic Design Criteria, amended.

~~International Residential Code~~ Table R301.2(1) of the International Residential Code is hereby amended to read as follows:

Climatic and Geographic Design Criteria IRC Table R301.2(1)

GROUND SNOW LOAD	WIND DESIGN		Seismic Design Category ^f	Subject To Damage From			Winter Design Temp ^e	Ice Barrier Underlayment Required ^b	Flood Hazards ^g	Air Freezing Index ⁱ	Mean Annual Temp ^j
	Speed ^d (mph)	Topographic effects ^k		Weathering ^a	Frost Line Depth ^b	Termite ^c					
25	85	No	D2	Moderate	12"	Slight to Moderate	22 24°F	No	Per KMC	47 0148	51°F

For SI: 1 pound per square foot = 0.0479 kN/m², 1 mile = 1.609 km/h.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The city shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The city shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

- d. The city shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on site-specific basis in accordance with Section R301.2.1.4.
- e. The outdoor design ~~dry-bulb~~ temperature shall be selected from the Washington State Energy Code, Appendix C, the columns of 97 1/2 percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix ~~DC~~ temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.
- f. The city shall fill in this part of the table with the Seismic Design Category determined from Section R301.2.2.1.
- g. The city shall fill in this part of the table with (a) the date of the city's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the currently effective FIRM and FBFM, or other flood hazard map adopted by the community, as may be amended.
- h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the city shall fill in this part of the table with "YES." Otherwise, the city shall fill in this part of the table with "NO."
- i. The city shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32° Fahrenheit)" at ~~www.ncdc.noaa.gov/fpsf.html~~ <http://www.ncdc.noaa.gov/oa/fpsf/AFI-pubreturn.pdf>.
- j. The city shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32° Fahrenheit)" at ~~www.ncdc.noaa.gov/fpsf.html~~ <http://www.ncdc.noaa.gov/oa/fpsf/AFI-pubreturn.pdf>.
- k. In accordance with Section R301.2.1.5, where there is local historic data documenting structural damage to buildings due to topographic wind speed-up effects, the city shall fill in this part of the table with "YES." Otherwise, the city shall indicate "NO" in this part of the table.

B-15.20.115 IRC Appendix S, Fire Sprinklers, amended.

Appendix S, Section AS107.1 of the 2009 International Residential Code is hereby amended to read as follows:

AS107.1 Fire Sprinklers.

An approved fire sprinkler system shall be installed in new one-family and two-family dwellings and townhouses in accordance with Appendix R.

Exception: Accessory dwelling units.

15.20.110 1997 Uniform Housing Code adopted.

The Uniform Housing Code issued by the International Conference of Building Officials, 1997 Edition, together with amendments and/or additions thereto, is adopted in its entirety by this

reference as the housing code for the city except that references to the uniform codes shall be replaced with the appropriate technical codes and sections as adopted by the city.

15.20.~~111~~125 ~~Uniform Housing Code~~ Section 203, Appeals - amended.

Section 203 of the Uniform Housing Code is hereby amended to read:

SECTION 203 – APPEALS

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.20.~~112~~130 ~~Uniform Housing Code~~ Section 1201.2, Processing of Appeals - amended.

Section 1201.2 of the Uniform Housing Code is hereby amended to read:

1201.2 Processing of Appeal. Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.20.~~113~~135 ~~Uniform Housing Code~~ Section 1201.3 deleted.

Section 1201.3 of the Uniform Housing Code is deleted.

15.20.~~114~~140 ~~Uniform Housing Code~~ Chapter 13 deleted.

Chapter 13, "RULES FOR CONDUCT OF HEARING APPEALS," of the Uniform Housing Code is deleted.

15.20.~~115~~145 ~~International Mechanical Code~~ adopted.

The ~~2009~~2012 Edition of the International Mechanical Code, excluding Chapter 1, "Scope and Administration," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-52 WAC.

15.20.~~120~~150 ~~Uniform Plumbing Code~~ adopted.

The ~~2009~~2012 Edition of the Uniform Plumbing Code, excluding Chapter 1, "Administration," as published by the International Association of Plumbing and Mechanical Officials, is adopted, together with Appendix A, "Recommended Rules for Sizing the Water Supply System", Appendix B, "Explanatory Notes on Combination Waste and Vent Systems", Appendix C,

“Alternate Plumbing Systems”, excluding Sections C5 through C7 of Appendix C, Appendix I “Installation Standards”, and the amendments set forth in Chapters 51-52 and 51-57 WAC, and the following amendments:

A. UPC Section 603.4.23 is hereby added as follows:

603.4.23 The water supply to dishwashers and ice makers with a reservoir or float system and drain line to waste shall be protected by an air gap. The water supply to an ice maker with a water-cooled condenser system shall be protected by an air gap or Reduced Pressure Backflow Assembly (RPBA).

B. Adopt Appendix Chapter A, “Recommended Rules for Sizing the Water Supply System.”

C. Adopt Appendix Chapter B, “Explanatory Notes on Combination Waste and Vent Systems.”

D. Adopt Appendix Chapter I, “Installation Standards.”

E. Adopt Appendix Chapter L, “Alternate Plumbing Systems,” excluding Sections L5 and L6.

15.20.125155 National Fuel Gas Code (NFPA 54) adopted.

The 20092012 National Fuel Gas Code, excluding Chapter 1, “Administration,” as published by NFPA, is adopted together with the amendments set forth in Chapter 51-52 WAC.

15.20.130160 Liquefied Petroleum Gas Code (NFPA 58) adopted.

The 20082011 Liquefied Petroleum Gas Code, excluding Chapter 1, “Administration,” as published by NFPA, is adopted, together with the amendments set forth in Chapter 51-52 WAC.

15.20.135165 International Fuel Gas Code adopted.

The 20092012 Edition of the International Fuel Gas Code, excluding Chapter 1, “Administration,” as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-52 WAC.

15.20.140170 Washington State Energy Code International Energy Conservation Code adopted.

The Washington State Energy Code2012 Edition of the International Energy Conservation Code, as adopted by the State Building Code Council in Chapter 51-11C & 51-11R WAC, is adopted.

15.20.175 International Energy Conservation Code as Adopted by the State Building Code Council, Section C109, Board of Appeals, amended.

Section C109 of the International Energy Conservation Code as adopted by the State Building Code Council, is hereby amended to read:

SECTION C109 – APPEALS

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been

incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.20.180 International Energy Conservation Code as Adopted by the State Building Code Council, Section R109, Board of Appeals, amended.

Section R109 of the International Energy Conservation Code as adopted by the State Building Code Council, is hereby amended to read:

SECTION R109 – APPEALS

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.20.145185 Uniform Code for the Abatement of Dangerous Buildings adopted.

The Uniform Code for the Abatement of Dangerous Buildings, issued by the International Conference of Building Officials, 1997 Edition, together with amendments and/or additions thereto, is adopted in its entirety by this reference as if fully set forth herein as the dangerous buildings code for the city, except that references to the uniform codes shall be replaced with the appropriate technical codes and sections as adopted by this city.

15.20.146190 Uniform Code for the Abatement of Dangerous Buildings Section 205, Appeals, amended.

Section 205 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read:

SECTION 205 – APPEALS

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.20.147195 ~~Uniform Code for the Abatement of Dangerous Buildings~~ Section 501.2, Processing of Appeals, amended.

Section 501.2 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read:

501.2 Processing of Appeal. Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.20.148200 ~~Uniform Code for the Abatement of Dangerous Buildings~~ Section 501.3 deleted.

Section 501.3 of the Uniform Code for the Abatement of Dangerous Buildings is deleted.

15.20.149205 ~~Uniform Code for the Abatement of Dangerous Buildings~~ Chapter 6 deleted.

Chapter 6, "PROCEDURES FOR CONDUCT OF HEARING APPEALS," of the Uniform Code for the Abatement of Dangerous Buildings is deleted.

15.20.150210 ~~International Existing Building Code~~ adopted.

The ~~2009~~2012 Edition of the International Existing Building Code, excluding Chapter 1, Part 2 – "Administration and Enforcement," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-50 WAC.

EXHIBIT C

Chapter 15.30 CONSTRUCTION ADMINISTRATIVE CODE

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- 15.30.025 Definitions.**
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- 15.30.035 Intent.**
- 15.30.040 Referenced codes.**
- 15.30.045 International Building Code – Scope.**
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Article I. General

15.30.010 Title.

The regulations contained in this chapter shall be known as the construction administrative code of the city, and are hereinafter referred to as “this code.”

15.30.015 Purpose.

The purpose of this chapter is to provide for the administration, organization and enforcement of the technical codes adopted by the city.

15.30.020 Scope.

The provisions of this code shall apply to the administration of the technical codes as adopted by the state of Washington and listed:

- A. ~~2009~~2012 International Building Code – Chapter 51-50 WAC;
- B. ~~2009~~2012 International Residential Code – Chapter 51-51 WAC;
- C. ~~2009~~2012 International Mechanical Code – Chapter 51-52 WAC;
- D. ~~2009~~2012 National Fuel Gas Code (NFPA 54) – Chapter 51-52 WAC;
- E. ~~2008~~2011 Liquefied Petroleum Gas Code (NFPA 58) – Chapter 51-52 WAC;
- F. ~~2009~~2012 International Fuel Gas Code – Chapter 51-52 WAC;
- G. ~~2009~~2012 Uniform Plumbing Code – Chapters 51-56 and 51-57 WAC;
- H. ~~2009~~2012 International Existing Building Code – Chapter 51-50 WAC;

I. 2012 International Energy Conservation Code – Chapter 51-11C & 51-11R WAC.

15.30.025 Definitions.

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall have the meanings set forth in this section. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third International Dictionary of the English Language, Unabridged latest edition, shall be considered as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

- A. "Action" means a specific response complying fully with a specific request by the city.
- B. "Building service equipment" means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.
- C. "Complete response" means an adequate response to all requests from city staff in sufficient detail to allow the application to be processed.
- D. "Dangerous building code" means the 1997 Uniform Code for the Abatement of Dangerous Buildings promulgated by the International Council of Building Officials as adopted by the city.
- E. "Energy code" means the ~~Washington State Energy Code~~ International Energy Conservation Code promulgated by the Washington State Building Code Council as adopted by the city.
- F. "Housing code" means the 1997 Uniform Housing Code promulgated by the International Council of Building Officials as adopted by the city.
- G. "IBC" means the latest edition of the International Building Code promulgated by the International Code Council as adopted by this city.
- H. "IEBC" means the latest edition of the International Existing Building Code promulgated by the International Code Council as adopted by this city.
- I. "IMC" means the latest edition of the International Mechanical Code promulgated by the International Code Council as adopted by this city.
- J. "IRC" means the latest edition of the International Residential Code for One- and Two-Family Dwellings promulgated by the International Code Council as adopted by this city.
- K. "Minor field change" means a change to an approved plan that does not change the building use, area, height, or location on a lot and does not affect the means of egress, accessibility, or structural design and does not add plumbing or mechanical fixtures or appliances.
- L. "NEC" means the latest edition of the National Electrical Code promulgated by the National Fire Protection Association as adopted by this city.
- M. "Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.
- N. "Shall," as used in this chapter, is mandatory.

O. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention.

P. "Temporary worker housing" means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes "labor camps" under RCW 70.54.110.

Q. "UPC" means the latest edition of the Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials as adopted by this city.

R. "Valuation" or "value," as applied to a building or building service equipment, means and shall be the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs. It shall also include the contractor's overhead and profit.

15.30.030 Appendices.

Provisions in the appendices shall not apply unless specifically adopted.

15.30.035 Intent.

The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

15.30.040 Referenced codes.

The codes listed in KMC 15.30.020 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

15.30.045 International Building Code – Scope.

The provisions of the International Building Code shall apply to the construction, alteration, ~~movement~~relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with separate means of egress and their accessory structures shall comply with the International Residential Code.

15.30.050 International Residential Code –Scope.

The provisions of the International Residential Code for One- and Two-Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment,

use and occupancy, location, removal, and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with separate means of egress and their accessory structures.

Exceptions:

1. Live/work units complying with the requirements of Section 419 of the International Building Code shall be permitted to be built as one- and two-family dwellings or townhouses. Fire suppression required by Section 419.5 of the International Building Code when constructed under the International Residential Code for One- and Two-family Dwellings shall conform to ~~Section 903.3.1.3 of the International Building Code~~ Appendix R.

2. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-family Dwellings when equipped with a fire sprinkler system in accordance with Appendix R.

15.30.055 Mechanical code – Scope.

The provisions of the International Mechanical Code shall apply to the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes with buildings. The International Mechanical Code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas distribution piping and equipment, fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code.

Exceptions:

A. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code.

B. The standards for liquefied petroleum gas installations shall be ~~the 2008 Edition of~~ NFPA 58 (Liquefied Petroleum Gas Code) and ~~the 2009 Edition of ANSI Z223.1/~~ NFPA 54 (National Fuel Gas Code).

15.30.060 Liquid propane gas.

The provisions of the National Fuel Gas Code and Liquefied Petroleum Gas Code (NFPA 54 and 58) shall apply to the installation of all materials and equipment utilizing liquid propane gas.

15.30.065 Natural gas code – Scope.

The provisions of the International Fuel Gas Code shall apply to the installation of fuel gas piping systems, fuel gas utilization equipment, gaseous hydrogen systems and regulated accessories.

Exceptions:

A. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code.

B. The standards for liquefied petroleum gas installations shall be ~~the 2008 Edition of~~ NFPA 58 (Liquefied Petroleum Gas Code) and ~~the 2009 Edition of ANSI Z223.1/~~ NFPA 54 (National Fuel Gas Code).

15.30.070 Plumbing code – Scope.

The provisions of the Uniform Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, where connected to a water or sewage system and all aspects of a medical gas system. Fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code and liquefied petroleum gas installations shall be regulated by NFPA 58 and NFPA 54.

15.30.075 Energy.

The provisions of the ~~Washington State~~ Energy Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

Article II. Applicability

15.30.080 General.

A. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern except that the hierarchy of the codes named in Chapter 19.27 RCW shall govern.

B. New Installations. This chapter applies to new installs.

C. Existing Installations. Lawfully installed existing installations that do not comply with the provisions of this chapter shall be permitted to be continued without change, except as is specifically covered in this chapter, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and public. Where changes are required for correction of hazards, a reasonable amount of time shall be given for compliance, depending on the degree of the hazard.

D. Maintenance. Buildings and structures, including their electrical, plumbing, and mechanical systems, equipment, materials and appurtenances, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. Devices or safeguards that are required by this chapter shall be maintained in compliance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of the system and equipment. To determine

compliance with this provision, the building official shall have the authority to require that the systems and equipment be reinspected.

E. Additions, Alterations, Modifications or Repairs. Additions, alterations, modifications or repairs to a building or structure or to the electrical, plumbing, or mechanical system(s) of any building, structure or premises shall conform to the requirements of this chapter without requiring those portions of the existing building or system not being altered or modified to comply with all the requirements of this chapter. Installations, additions, alterations, modifications, or repairs shall not cause an existing building to become unsafe or to adversely affect the performance of the building as determined by the building official or designated representative. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the code in force at the time the additions were made.

Exception: Additions with less than 500 square feet of conditioned floor area to IRC regulated structures are exempt from the requirements for Whole House Ventilation Systems, Section M1508.

F. Moved Buildings. Building or structures moved into or within a jurisdiction shall comply with the provisions of this code for new buildings or structures.

Exception: One- and two-family buildings or structures are not required to comply if:

1. The original occupancy classification is not changed; and
2. The original building is not substantially remodeled or rehabilitated.

For the purpose of this section a building shall be considered to be substantially remodeled when the costs of remodeling exceed 60 percent of the value of the building exclusive of the costs relating to preparation, construction, demolition, or renovation of foundations.

15.30.085 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

15.30.090 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

15.30.095 Referenced codes and standards.

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

15.30.100 Partial invalidity.

In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

15.30.105 Existing structures.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, other codes referenced in this code, the International Fire Code, or as is deemed necessary by the building official or fire marshal for the general safety and welfare of the occupants and the public. Modifications to existing structures shall be permitted to be performed in accordance with the International Existing Building Code.

15.30.110 Structures in areas of special flood hazard.

Buildings located in areas of special flood hazard shall be regulated by the International Building Code, International Residential Code or the Kenmore Municipal Code.

Article III. Department of Building Safety

15.30.115 Creation of enforcement agency.

The building department is hereby created and the official in charge thereof shall be known as the building official.

15.30.120 Appointment.

The building official shall be appointed by the chief appointing authority of the city.

15.30.125 Deputies.

In accordance with the prescribed procedures of this city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

Article IV. Duties and Powers of Building Official

15.30.130 General.

The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

15.30.135 Applications and permits.

The building official shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings, structures and building service equipment, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

15.30.140 Notices and orders.

The building official shall issue all necessary notices or orders to ensure compliance with this code.

15.30.145 Inspections.

The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise at the applicant's expense.

15.30.150 Identification.

The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

15.30.155 Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code; provided, that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

15.30.160 Department records.

The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

15.30.165 Liability.

The building official, member of the board of appeals or employee charged with the enforcement of this chapter and the technical codes, while acting for the city in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the city until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

15.30.170 Approved materials and equipment.

Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

15.30.175 Used materials and equipment.

The use of used materials and building service equipment which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless prior approval is obtained from the building official.

15.30.180 Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department. The building official is authorized to charge an additional fee to evaluate any proposed modification under the provisions of this section.

15.30.185 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code; provided, that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

The building official is authorized to charge an additional fee to evaluate any proposed alternate material, design and/or method of construction and equipment under the provisions of this section.

15.30.190 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

15.30.195 Tests.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the city. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

Article V. Permits

15.30.200 Permit required.

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

15.30.205 Work exempt from permit.

The provisions of this code shall not apply to work located primarily in a public way, public utility towers and poles and hydraulic flood control structures. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this city. Permits shall not be required for the following:

A. Building.

1. One-story detached accessory structures accessory to residential buildings constructed under the provisions of the IRC used as tool and storage sheds, tree-supported play structures, playhouse and similar uses, provided the floor area does not exceed 200 square feet (~~18.58 m²~~), the height does not exceed 10 feet, and the structure is located in accordance with all land use regulations.
2. Fences not over ~~six~~eight feet (~~1,829 mm~~) high.

3. Oil derricks.
4. Retaining walls which are not over four feet ~~(1,219 mm)~~ in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons ~~(18,925 L)~~ and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks, driveways, decks and steps not more than 30 inches above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work; provided, that existing, required accessible features are not altered.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a one- and two-family dwelling or Group R3 occupancy, which are less than 24 inches ~~(610 mm)~~ deep, do not exceed 5,000 gallons ~~(18,925 L)~~ and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
11. Swings, slides and other similar playground equipment.
12. Window awnings supported by an exterior wall of one- and two-family dwellings or Group R-3 and Group U occupancies which do not project more than 54 inches ~~(1,372 mm)~~ from the exterior wall and do not require additional support.
13. Nonfixed and movable cases, counters and partitions not over five feet nine inches ~~(1,753 mm)~~ in height.
14. Satellite earth station antennas six and one-half feet ~~(two meters)~~ or less in diameter or diagonal dimensions in zones other than residential zones.
15. Satellite earth station antennas three and one-quarter feet ~~(one meter)~~ or less in diameter in residential zones; and
16. Video programming service antennas three and one-quarter feet ~~(one meter)~~ or less in diameter or diagonal dimension, regardless of zone.
17. Replacement of nonstructural siding on IRC structures except for veneer, stucco, or exterior finish and insulation systems (EFIS).
18. In-kind window replacement for IRC structures where no alteration of framing members is required and when the window U-values meet the prescriptive requirements within the ~~Washington State~~ Energy Code.
19. Job shacks that are placed at a permitted job site during construction may be allowed on a temporary basis and shall be removed upon final approval of construction. A job shack is a portable structure for which the primary purpose is to house equipment and supplies, and which may serve as a temporary office during construction for the purposes of the construction activity.
20. In-kind reroofing on IRC structures, provided roof sheathing is not removed, replaced or added.

B. Mechanical.

1. Portable heating, cooking, or clothes drying appliances.
2. Portable ventilation appliances and equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment or appliances regulated by the construction codes.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (~~4.54 kg~~) or less of refrigerant and actuated by motors of one horsepower (~~746 W~~) or less.
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

C. Plumbing.

1. The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe; provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures.
3. Reinstallation or replacement of prefabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes.

15.30.210 Emergency repairs.

Where equipment replacements and equipment repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

15.30.215 Repairs.

Application or notice to the building official is not required for ordinary repairs to structures. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

15.30.220 Application for permit.

To obtain a permit, the applicant shall first file a complete application as defined by the city therefor in writing on a form furnished by the building department for that purpose. Such application shall:

- A. Identify and describe the work to be covered by the permit for which application is made.
- B. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
- C. Indicate the use and occupancy for which the proposed work is intended.
- D. Be accompanied by construction documents and other information as required in KMC 15.30.260 through 15.30.325.
- E. State the valuation of the proposed work.
- F. Be signed by the applicant, or the applicant's authorized agent.
- G. Give such other data and information as required by the building official.

15.30.225 Complete application.

- A. No application for building permit relating to any construction, including landfill or pier and piling to support same upon privately owned shorelands submerged by the water of Lake Washington, shall be accepted for filing with the building department, unless there are attached to such application certified copies of the approval of such project by such state and federal agencies as may have jurisdiction or regulatory authority over such proposed project.
- B. The requirements for a fully complete building permit application include compliance with KMC 15.30.220 and RCW 19.27.097 (which relates to water supply); provided, that for any construction project costing more than \$5,000 the following shall also be required:
 - 1. The legal description, or the tax parcel number assigned pursuant to RCW 84.40.160, and the street address if available, and may include any other identification of the construction site by the prime contractor;
 - 2. The property owner's name, address, and phone number;
 - 3. The prime contractor's business name, address, phone number, current state contractor registration number; and
 - 4. Either:
 - a. The name, address and phone number of the office of the lender administering the interim construction financing, if any; or
 - b. The name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than 50 percent of the total amount of the construction project; provided, that if any of this information is not available at the time the application is submitted, the applicant shall so state and the lack of said information shall not cause the application to be deemed incomplete for the purposes of this section. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information.

The requirements for a fully complete building permit application include a consent statement of the property owner to confirm dedication of rights-of-way which abut the subject property, if any are shown as such on city, county or plat maps, and to verify the designation of public road easements as rights-of-way.

15.30.230 Action on application.

The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application is incomplete or the construction documents or other submittal information does not conform to the requirements of pertinent laws, the building official may reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable.

15.30.235 Time limitation of application.

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

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

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

1. Compliance with the State Environmental Policy Act is in progress; or
2. Any other city review is in progress; provided the applicant has submitted a complete response to city requests or the building official determines that unique or unusual circumstances exist that warrant additional time for such response, and the building official determines that the review is proceeding in a timely manner toward final city decision; or
3. Litigation against the city or applicant is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such application.

15.30.240 Validity of permit.

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance or laws of the city. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the city shall not be valid. The issuance of a permit based on construction

documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this city.

15.30.245 Permit expiration.

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

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

C. Mechanical and plumbing permits shall expire at the same time as the associated building permit, except that if no associated building permit is issued, the mechanical and/or plumbing permit shall expire 12 months from the date of issuance.

15.30.250 Suspension or revocation.

The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

15.30.255 Placement of permit.

The building permit or copy shall be kept on the site of the work until the completion of the project.

Article VI. Floor and Roof Design Loads

15.30.260 Live loads posted.

Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

Exception: Floors or portions located on a concrete slab on grade.

15.30.265 Issuance of certificate of occupancy.

A certificate of occupancy required by KMC 15.30.500 shall not be issued until the floor loads signs, required by KMC 15.30.260, have been installed.

15.30.270 Restrictions on loading.

It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by the IBC.

Article VII. Submittal Documents**15.30.275 General.**

Submittal documents consisting of construction documents, statement of special inspection, structural observation programs, engineering reports and calculations, diagrams, and other data shall be submitted with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the state of Washington. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

15.30.280 Construction documents.

Construction documents shall be in accordance with this section.

A. Information on Construction Documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed in the proper orientation and layout as it is to be constructed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. The plans must include the relevant items listed in this section and any other information or documents as deemed necessary by the building official.

B. Fire Protection System Shop Drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the IBC. Shop drawings shall be prepared by a certified individual as required by the state of Washington.

C. Means of Egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, one- and two-family dwellings as applicable in Section 101.2, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

D. Exterior Wall Envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing,

intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Exception: Subject to the approval of the building official, R-3, one- and two-family dwellings, and U occupancies may be exempt from the detailing requirements of this section.

E. Site Plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1 of the IBC; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

F. Plumbing. Plans must be submitted for review and approval whenever the scope of the work is too complex for inspection alone as determined by the building official.

G. Mechanical. Plans must be submitted for review and approval whenever the scope of work is too complex for inspection alone as determined by the building official.

15.30.290 Examination of documents.

The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

15.30.295 Use of consultants.

Whenever review of a building permit application requires retention by the city for professional consulting services, the applicant shall reimburse the city the cost of such professional consulting services. This fee shall be in addition to the normal plan review and building permit fees. The city may require the applicant to deposit an amount with the city estimated in the discretion of the building official to be sufficient to cover anticipated costs of retaining professional consultant services and to ensure reimbursement for such costs.

15.30.300 Approval of construction documents.

When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

15.30.305 Phased approval.

The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted; provided, that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

15.30.310 Design professional in responsible charge – General.

When it is required that documents be prepared by a qualified registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by Section 1710 of the IBC, the statement of special inspections shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur (see also other duties specified in Chapter 17 of the IBC).

15.30.315 Deferred submittals.

For the purposes of this section, "deferred submittals" are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not

be installed until the deferred submittal documents have been approved by the building official. The building official is authorized to charge an additional plan review fee to evaluate deferred submittals under the provisions of this section.

15.30.320 Amended construction documents.

Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents. The building official may authorize minor field changes subject to the approval of the field inspector.

15.30.325 Retention of construction documents.

One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, expired permit, or as required by state or local laws.

Article VIII. Temporary Structures and Uses

15.30.330 General.

The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

Exceptions:

- A. The building official may authorize unheated tents and yurts under 500 square feet accommodating an R-1 recreational use as a temporary structure and allow them to be used indefinitely. Such sited structures must comply with the Kenmore zoning code provisions for setbacks and lot coverage.
- B. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. A temporary growing structure is not considered a building for purposes of this code.
- C. The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rules adopted under Chapter 70.114A RCW or Chapter 37, Laws of 1998 (SB 6168).

15.30.335 Conformance.

Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure the public health, safety and general welfare.

15.30.340 Termination of approval.

The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued when the use is in violation of other local ordinances or when the use becomes a public nuisance as defined in the city code.

Article IX. Fees

15.30.345 Payment of fees.

A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

15.30.350 Schedule of permit fees.

On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. The building official is authorized to establish fees for any permit activity not specifically set forth herein.

15.30.355 Plan review fees.

When submittal documents are required by KMC 15.30.275, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The building official may have the option to charge a deposit in lieu of the full plan review fee if the full amount is not known at the time. Any plan review deposit shall be applied toward the total plan review fee owed. The actual permit fees and related plan review fee shall be determined upon completion of the plan review and the balance owing shall be paid at the time of permit issuance. The plan review fee shall be a separate fee from the permit fees specified in this section and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in KMC 15.30.315, an additional plan review fee may be charged.

15.30.360 Master and basic plan program.

- A. The city has established a “master” and “basic” plan program, the purpose of which is to allow for an expedited review process for plans that are intended to remain unchanged but used multiple times. Options are allowed to be submitted with the initial registering of the basic plan to accommodate a variation of building styles using the basic plan. When plans are submitted under the city’s master and basic plan program, a plan review fee shall be paid at the time of application for the first or “master” plan. Subsequent plans are called the “basic” plan.
- B. Valuations used to compute the permit fees shall include all options submitted with a registered plan. When a registered plan consists of a number of plan options that can produce any number of similar but different buildings, the building official may charge plan review fees based on each different building configuration. Plan review fees shall be paid for at the time of application for a building permit. The building official may have the option to charge a partial deposit in lieu of the full plan review fee. All portions of fees paid as a deposit amount shall be

applied to the total plan review fees owed. The applicant shall be required to pay the balance of amount owed for the plan review. The plan review fees specified in this section are separate fees from the permit fees and are in addition to the permit fees.

~~C. Plan Orientation. Building construction shall follow the direction, layout and orientation of the plan as approved. Applications to reverse or flip a plan shall only be allowed as an approved option to a registered plan where all drawing floor plans, site plans, sections, elevations and structural drawings reflect the layout of the building to be constructed. Master plan applications do not need to show a reverse or flip as an option. Mirrored plans are allowed at basic plan submittal. Basic plan orientation shall match the site plan.~~

~~D. Preapproved Master Plan. The building official may have the option to accept a basic plan where the master plan has been approved by a MyBuildingPermit.com participating jurisdiction.~~

~~DE. Revisions. Once a plan and associated options are reviewed, approved and registered, changes or revisions to that plan are not permitted without requiring the plan to be resubmitted as a new registered plan and pay full new fees.~~

~~EF. Field Revision. Once a permit is issued for a registered plan, no revisions will be permitted except for minor field changes as defined in KMC 15.30.025. Changes other than minor field changes will be considered major changes and require the permit holder to resubmit those changes as a new submittal and pay a fee.~~

~~FG. Time Limitation. An application for a basic plan associated to a master plan approved and registered under a previous code edition shall not be accepted when there has been a code cycle change as required by the state. When this occurs the master plan shall be submitted as a new registered plan, and pay full new fees.~~

15.30.365 Building permit valuations.

The applicant for a permit shall provide an estimated permit value at time of application. The determination of value or valuation under any of the provisions of this code shall be made by the building official. The latest edition of the ICC "Building Safety Journal" publication shall be used to determine building valuations for the various building types and occupancies noted in that table except that the valuation for wooden decks, platforms, stairs, carports, and porches shall be \$18.00 per square foot. Regional modifiers shall not be applicable. When a specific building type or occupancy is not noted in the valuation table, the building official is authorized to use any of the classification types noted in the table that most closely resembles the proposed type of building, or determine a valuation type independently.

15.30.370 Work commencing before permit issuance.

Any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee in an amount equal to twice the permit fee, or otherwise established by the building official. The special investigation fee shall be in addition to the required permit fees.

15.30.375 Related fees.

The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

15.30.380 Refunds.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of application

Article X. Inspections**15.30.390 General.**

Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the city.

Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the city shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the city shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

15.30.395 Preliminary inspections.

Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

15.30.400 Manufacturer's installation instructions.

Manufacturer's installation instructions, as required by this code, shall be available on the job site at the time of inspection.

15.30.405 Required inspections.

The building official, upon notification, shall make the inspections set forth in Sections 109.4.1 through 109.4.11.

15.30.410 Footing and foundation inspection.

Footings and foundation inspections shall be made after poles or piers are set or trenches or basement areas are excavated and all required hold-down anchor bolts, hold-down straps, any forms erected, and any required reinforcing steel is in place and supported. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

15.30.415 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, slab insulation, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

15.30.420 Lowest floor elevation.

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in IBC Section 1612 or IRC Section R322 shall be submitted to the building official. FEMA flood elevation certificates shall contain an original stamp and signature of the surveyor, licensed by the state of Washington, and shall document the elevation of the lowest floor, including basement, and other information required by the flood elevation certificate.

15.30.425 Exterior wall sheathing inspection.

Exterior wall sheathing shall be inspected after all wall framing is complete, strapping and nailing is properly installed but prior to being covered.

15.30.430 Roof sheathing inspection.

The roof sheathing shall be inspected after all roof framing is complete. No roof coverings shall be installed until inspections are made and approved.

15.30.435 IMC/UPC/GAS/NEC rough in inspection.

Rough in mechanical, gas piping, plumbing and electrical shall be inspected when the rough in work is complete and, if required, under test. No connections to primary utilities shall be made until the rough in work is inspected and approved.

15.30.440 Frame inspection.

Framing inspections shall be made after the roof deck, wall sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, fire suppression piping, heating wires, pipes and ducts are approved and the building is substantially dried in.

15.30.445 Multi-unit residential building enclosure inspection.

Chapter 64.55 RCW, Engrossed House Bill (EHB) 1848, requires affected multi-unit residential buildings to provide a building enclosure inspection performed by a third-party, independent, and qualified inspector during the course of initial construction and during rehabilitative construction. The city does not verify the qualifications of the inspector or determine whether the building enclosure inspection is adequate or appropriate. However, the city is prohibited from issuing a certificate of occupancy for the building until the inspector prepares a report and submits to the building department a signed letter certifying that the building enclosure has been constructed in substantial compliance with the building enclosure design documents. Reference Chapter 64.55 RCW for additional requirements.

15.30.450 Lath inspection and gypsum board inspection.

Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance rated assembly or a shear assembly.

15.30.455 Fire- and smoke-resistant penetrations.

Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

15.30.460 Energy efficiency inspection.

A. Envelope.

1. Wall Insulation Inspection. To be made after all wall insulation and air vapor retarder sheet or film materials are in place, but before any wall covering is placed.
2. Glazing Inspection. To be made after glazing materials are installed in the building.
3. Exterior Roofing Insulation. To be made after the installation of the roof insulation, but before concealment.
4. Slab/Floor Insulation. To be made after the installation of the slab/floor insulation, but before concealment.

B. Mechanical.

1. Mechanical Equipment Efficiency and Economizer. To be made after all equipment and controls required by this code are installed and prior to the concealment of such equipment or controls.
2. Mechanical Pipe and Duct Insulation. To be made after all pipe, fire suppression piping and duct insulation is in place, but before concealment.

C. Lighting and Motors.

1. Lighting Equipment and Controls. To be made after the installation of all lighting equipment and controls required by this code, but before concealment of the lighting equipment.
2. Motor Inspections. To be made after installation of all equipment covered by this code, but before concealment.

15.30.465 Reinspection.

The building official may require a structure or portions of work to be reinspected. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which the inspection was requested is not complete; or when previous corrections called for are not made; or when there are reoccurring missed items that have previously been identified to the same builder on multiple lots; or when the approved plans and permit are not on site in a conspicuous or pre-approved location; or when the building is not accessible. In instances where reinspection fees have been assessed, no additional inspection of the work shall be provided by the city until the required fees are paid.

15.30.470 Other inspections.

In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

15.30.475 Special inspections.

In addition to the inspections noted above, the building official is authorized to require special inspections for any type of work related to the technical codes by an approved agency at no cost to the city.

15.30.480 Final inspection.

The final inspection shall be made after all work required by the building permit is completed.

15.30.485 Inspection agencies.

The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

15.30.490 Inspection requests.

It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

15.30.495 Approval required.

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

Article XI. Certificate of Occupancy

15.30.500 Use and occupancy.

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the city.

Exceptions:

- A. Work exempt from permits per KMC 15.30.205.
- B. For single-family dwellings and their accessory structures, the city-issued building permit inspection record may serve as the certificate of occupancy when the final inspection has been approved by the building department.

15.30.505 Certificate issued.

After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the building department, the building official shall issue a certificate of occupancy that contains the following:

- A. The building permit number.
- B. The address of the structure.
- C. The name and address of the owner.
- D. Project name.
- E. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
- F. The name of the building official.
- G. The edition of the code under which the permit was issued.
- H. The use and occupancy.
- I. The type of construction.
- J. The design occupant load.
- K. If an automatic sprinkler system is provided, and whether the sprinkler system is required.
- L. Any special stipulations and conditions of the building permit.

15.30.510 Temporary or phased occupancy.

The building official is authorized to issue a temporary or phased certificate of occupancy before the completion of the entire work covered by the permit; provided, that such portion or portions shall be occupied safely. The building official is authorized to require, in addition to the completion of life safety building components, any or all accessibility components. The building official shall set a time period during which the temporary or phased certificate of occupancy is valid. The building official is authorized to require that a performance bond be posted with the city in an amount equal to 150 percent of the incomplete work as determined by the design professional. The bond shall be refundable upon inspection, final approval and a request in writing for the refund. It shall be the duty of the applicant to request the refund.

15.30.515 Revocation.

The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

Article XII. Service Utilities

15.30.520 Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

15.30.525 Temporary connection.

The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

15.30.530 Authority to disconnect service utilities.

The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life or property, or when such utility connection has been made without the required approval. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

Article XIII. Appeals

15.30.535 General.

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.30.540 Limitations on authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.30.545 Qualifications.

Repealed by Ord. 12-0333.

15.30.550 Reconsideration.

Repealed by Ord. 12-0333.

15.30.555 Corrections.

Repealed by Ord. 12-0333.

15.30.560 Court review.

Repealed by Ord. 12-0333.

Article XIV. Violations

15.30.565 Unlawful acts.

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

15.30.570 Notice of violation.

The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

15.30.575 Prosecution of violation.

If the notice of violation is not complied with in the time prescribed by such notice, the building official is authorized to request the legal counsel of the city to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the

removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

15.30.580 Violation – Penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

Article XV. Stop Work Order

15.30.585 Authority.

Whenever the building official finds any work being performed in a manner either contrary to the provisions of this code or other pertinent laws or ordinances that are violated during the course of work authorized by the building permit, the building official is authorized to issue a stop work order.

15.30.590 Issuance.

The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

15.30.595 Investigation fee.

The building official is authorized to assess a special investigation fee for the issuance of a stop work order when work has started without the issuance of a permit. The special investigation fee shall be determined by KMC 15.30.370.

15.30.600 Unlawful continuance.

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Article XVI. Unsafe Structures and Equipment

15.30.605 General.

Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in the 1997 Edition of the Uniform Code for the

Abatement of Dangerous Buildings or the 1997 Edition of the Uniform Housing Code. A vacant structure that is not secured against entry shall be deemed unsafe.

ATTACHMENT 2

CITY OF KENMORE WASHINGTON ORDINANCE NO. 13-0360

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, ADOPTING THE 2012 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL EXISTING BUILDING CODE, THE UNIFORM PLUMBING CODE, THE NATIONAL FUEL GAS CODE, THE 2011 EDITION OF THE LIQUEFIED PETROLEUM GAS CODE; AMENDING SECTIONS 15.05.015 AND 15.05.020 OF THE KENMORE MUNICIPAL CODE; AMENDING AND REPLACING CHAPTERS 15.10, 15.20, AND 15.30 OF THE KENMORE MUNICIPAL CODE; REPEALING CHAPTER 15.15 OF THE KENMORE MUNICIPAL CODE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature enacted the State Building Code Act (Chapter 19.27 RCW) adopting the International Building Code, International Residential Code, International Mechanical Code, International Fire Code, and Uniform Plumbing Code and directed the State Building Code Council to adopt a process for the review of proposed statewide amendments and proposed or enacted local amendments as amended and adopted by the State Building Code Council; and

WHEREAS, the State Building Code Council amended and adopted the 2012 editions of such codes, and all jurisdictions in the state are required to enforce the 2012 editions of such codes effective as of July 1, 2013; and

WHEREAS, the City Council has determined that adoption of the 2012 codes with certain local amendments is in the public interest; and

WHEREAS, the City Council previously adopted and amended the construction codes to be consistent with the regional model code established by the jurisdictions participating within eCityGov.net and MyBuildingPermit.com; now, therefore

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

Section 1. Amendment. Section 15.05.015 of the Kenmore Municipal Code is hereby amended to read as follows:

15.05.015 Copies of codes on file.

A. Pursuant to state law (Chapters 19.27 and 19.27A RCW) the Kenmore Building Code is the Washington State Building Code as modified in this title. The Washington State Building Code is composed of the following elements, and the city shall at all times keep on file with the city clerk, for reference by the general public, a copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this title:

1. International Building Code, issued by the International Code Council, Inc., 2012 Edition;
2. International Residential Code, issued by the International Code Council, Inc., 2012 Edition;
3. International Mechanical Code, issued by the International Code Council, Inc., 2012 Edition;
4. International Fire Code, issued by the International Code Council, Inc., 2012 Edition;
5. Uniform Plumbing Code, issued by the International Association of Plumbing and Mechanical Officials, 2012 Edition;
6. National Fuel Gas Code (NFPA 54), issued by the National Fire Protection Association, 2012 Edition;
7. Liquefied Petroleum Gas Code (NFPA 58), issued by the National Fire Protection Association, 2011 Edition;
8. International Fuel Gas Code, issued by the International Code Council, Inc., 2012 Edition;
9. Uniform Housing Code, issued by the International Conference of Building Officials, 1997 Edition;
10. Uniform Code for the Abatement of Dangerous Buildings, issued by the International Conference of Building Officials; 1997 Edition;
11. International Energy Conservation Code, issued by the International Code Council, Inc., 2012 Edition;
12. National Electrical Code, issued by the National Fire Protection Association, 2008 Edition;
13. International Existing Building Code, issued by the International Building Code Council, Inc., 2012 Edition;
14. All amendments, supplements, modifications, exclusions, exemptions and additions to the codes identified in subsections (A)(1) through (8) of this section adopted by the Washington State Building Code Council and published in WAC Title 51, including, but not by way of limitation, Chapters 51-11C, 51-11R, 51-50, 51-51, 51-52, 51-54, 51-56 and 51-57 WAC.

B. The copies of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available to inspection and use by the general public.

Section 2. Amendment. Section 15.05.020 of the Kenmore Municipal Code is hereby amended to read as follows:

15.05.020 Interpretation.

A. Whenever the following words appear in the codes adopted by reference in this title, they are to be interpreted as follows:

1. "Administrative authority" or "code official" as "building official";
2. "Fire code official" as "fire marshal";
3. "Corporation counsel" as "city attorney or designee";
4. "Local zoning code" as the "city of Kenmore Zoning Code," Title 18 of the Kenmore Municipal Code;
5. "Municipality" and "the jurisdiction" as "the city of Kenmore."

B. Whenever reference is made to local authority, codes, jurisdiction and similar concepts within the codes adopted by reference in this title, interpretations rendered by such reference shall apply to the city jurisdiction and authority.

Section 3. Amendment. Chapter 15.10, Fire Code, of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit A** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 4. Repealer. Chapter 15.15, Fire Hydrants and Water Mains, of the Kenmore Municipal Code is hereby repealed.

Section 5. Amendment. Chapter 15.20, Building Codes, of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit B** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 6. Amendment. Chapter 15.30, Construction Administrative Code, of the Kenmore Municipal Code is hereby amended and replaced to read as set forth on **Exhibit C** to this Ordinance, attached hereto and incorporated herein by this reference.

Section 7. 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 8. Effective Date. This Ordinance shall take effect and be in force on July 1, 2013, which is more than five (5) days after the date of publication of this Ordinance.

PASSED by the City Council this 10th day of June, 2013.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 13-0360

EXHIBIT A

Chapter 15.10 FIRE CODE

Sections:

- 15.10.005 International Fire Code adopted.**
- 15.10.010 IFC Section 101.1 amended.**
- 15.10.015 IFC Section 102.7, Referenced Codes and Standards, amended.**
- 15.10.020 IFC Section 105.1, General, amended.**
- 15.10.022 IFC Section 105.7, Required Construction Permits, amended.**
- 15.10.025 IFC Section 108, Board of Appeals, replaced.**
- 15.10.030 IFC Section 109.3, Violation Penalties, replaced.**
- 15.10.035 IFC Section 308.3, Open Flame in Group A Occupancies, amended.**
- 15.10.040 IFC Section 401.7.1, Evacuation Required, added.**
- 15.10.045 IFC Section 503.2.1, Dimensions, amended.**
- 15.10.050 IFC Section 503.2.6, Bridges and Elevated Surfaces, amended.**
- 15.10.055 IFC Section 503.3, Markings, amended.**
- 15.10.060 IFC Section 503.4, Obstruction of the Fire Apparatus Access Roads, amended.**
- 15.10.065 IFC Section 506.1, Where Required, amended.**
- 15.10.070 IFC Section 507.5.1, Where Required, amended.**
- 15.10.075 IFC Section 510, Emergency Responder Radio Coverage, amended.**
- 15.10.080 IFC Section 901.7, Systems Out of Service, amended.**
- 15.10.085 IFC Section 903.2, Where Required, amended.**
- 15.10.090 IFC Section 903.2.13, Additional Fire Sprinkler Requirements, added.**
- 15.10.095 IFC Section 903.4.3, Floor Control Valves, amended.**
- 15.10.100 IFC Section 907.2, Where required – New buildings and structures, amended.**
- 15.10.105 IFC Section 5003.9, General Safety Precautions, amended.**
- 15.10.110 IFC Section 5003.9.11, Manufacture Limitations, added.**
- 15.10.115 IFC Section 5604.1, General, amended.**
- 15.10.120 IFC Section 5704.2.9.6.1, Locations Where Above-Ground Tanks Are Prohibited, amended.**
- 15.10.125 IFC Section 5806.2, Outdoor Storage, amended.**
- 15.10.130 IFC Section 6104.2, Maximum Capacity within Established Limits, amended.**
- 15.10.135 IFC Appendix B, Fire-Flow Requirements for Buildings, amended.**

15.10.005 International Fire Code adopted.

The International Fire Code, 2012 Edition, together with Appendix B (Fire-Flow Requirements for Buildings), as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-54 WAC.

15.10.010 IFC Section 101.1 amended.

Section 101.1 of the International Fire Code is amended by inserting the phrase "City of Kenmore."

15.10.015 IFC Section 102.7, Referenced Codes and Standards, amended.

Section 102.7 of the International Fire Code is amended by adding the following:

When allowed by the fire code official, editions of the standards not herein referenced may be utilized provided the entire standard is followed.

15.10.020 IFC Section 105.1 General, amended.

Section 105.1 of the International Fire Code is amended as follows:

Section 105.1 General. Permits shall be in accordance with Sections 105.1 through 105.7.20.

15.10.022 IFC Section 105.7 Required Construction Permits, amended.

Section 105.7 of the International Fire Code is amended by adding the following:

105.7.17 Emergency and Standby Power Systems. A construction permit is required to install or modify an Emergency Power Supply System (EPSS) that supplies power to life safety systems, fire pumps, elevators or any system required by the International Fire Code or the International Building Code.

105.7.18 Emergency Radio Responder Coverage. A construction permit is required to install, alter or modify an emergency responder radio system as defined and required in Section 510.

105.7.19 High-Piled Combustible Storage. A construction permit is required to install, alter or increase the hazard level of storage under the following criteria: Storage area including aisles exceeds 500 square feet floor area, and either Class I – IV commodities are stored more than 12 feet high, or high hazard materials are stored more than 6 feet high.

105.7.20 Mechanical Refrigeration. A construction permit is required to install, modify or expand any mechanical refrigeration system containing more than 220 pounds of a Group A1 refrigerant or more than 30 pounds of any other group refrigerant.

15.10.025 IFC Section 108, Board of Appeals, replaced.

Section 108 of the International Fire Code is deleted and replaced with the following:

APPEALS

Appeals of orders, decisions or determinations made by the fire code official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.10.030 IFC Section 109.3, Violation Penalties, replaced.

Section 109.3 of the International Fire Code is deleted and replaced with the following:

Violation penalties. Any person who violates the provisions of this code or fails to comply with any of the requirements thereof or lawful directive of the fire code official, shall be subject to penalties as prescribed by law.

15.10.035 IFC Section 308.3, Open Flame in Group A Occupancies, amended.

Section 308.3 of the International Fire Code is amended by adding the following exception:

4. Where approved by the fire code official.

15.10.040 IFC Section 401.7.1, Evacuation Required, added.

Section 401.7.1 of the International Fire Code is added to Section 401.7:

401.7.1 Evacuation required. In the event of activation of a fire, emergency alarm, or at the direction the fire code official, occupants of the building or portion of the building in which the alarm is activated shall make a safe and orderly evacuation out of the building, or as provided in the building's fire safety and evacuation or high-rise emergency operations plan.

Exceptions:

1. Where the occupant's physical or other disability make the occupant unable to evacuate without assistance and no assistance is immediately available; or
2. Where the presence of smoke, fire, structural collapse or other hazard or obstruction of the occupant's means of egress make evacuation unsafe.

15.10.045 IFC Section 503.2.1, Dimensions, amended.

Section 503.2.1 of the International Fire Code is amended as follows:

503.2.1 Dimensions. Driveways serving one single-family residence shall have a minimum clear width of 12 feet.

15.10.050 IFC Section 503.2.6, Bridges and elevated surfaces, amended.

Section 503.2.6 of the International Fire Code is amended as follows:

503.2.6 Bridges, structures and elevated surfaces. Where a bridge, structure or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the live loads of fire apparatus. In addition, these structures shall be designed to support a 75 psi point load. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces are designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

15.10.055 IFC Section 503.3, Marking, amended.

Section 503.3 of the International Fire Code is amended as follows:

503.3 Marking. Where required by the fire code official, approved signs or other approved notices, as described in the Northshore Fire Department Access Standard, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

15.10.060 IFC Section 503.4 Obstruction of Fire Apparatus Access Roads, amended.

Section 503.4 of the International Fire Code is amended as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. The minimum widths and clearances shall be maintained at all times.

Exception: Parking of vehicles along residential streets where all homes along the road are protected by approved fire sprinkler systems.

15.10.065 IFC Section 506.1, Where Required, amended.

Section 506.1 of the International Fire Code is amended by adding the following:

506.1 Where required. All occupancies equipped with an automatic sprinkler system, fire alarm system, or hazardous occupancies, or when required by the fire code official, shall have an emergency access key box mounted in an approved location.

Exception: One- and two-family dwellings.

15.10.070 IFC Section 507.5.1, Where Required, amended.

Section 507.5.1 of the International Fire Code is amended to read:

507.5.1. Where required. Where a facility or building hereafter constructed or moved into or within the city is more than 150 feet from a hydrant on a fire apparatus access road, onsite fire hydrants and mains shall be provided where required by the fire code official. At least one hydrant shall be located within 400 feet of all portions of the exterior wall of the first story of the facility or building as measured by an approved route around the exterior of the building. All fire hydrants required by this section, whether existing or new shall be equipped with a 4-inch Storz fitting on the steamer port. A 4-inch Storz fitting shall also be installed on any hydrant required for protection of existing structures where the valuation of the improvement or alteration exceeds 50% of the assessed valuation or where the square footage is increased by 25% or 1,000 square feet, whichever is less.

Exceptions:

1. For one- and two-family dwellings and Group U occupancies, the maximum distance to the structure shall be 300 feet and 450 feet when protected by an approved fire sprinkler system.
2. Distances may be modified by the fire code official for facilities or buildings equipped with approved automatic sprinkler systems.

15.10.075 IFC Section 510, Emergency Responder Radio Coverage, amended.

Section 510 of the International Fire Code is deleted and replaced by the addition of a new section to read as follows:

510.1 Emergency responder radio coverage. All new buildings shall have approved radio coverage for emergency responders within the building installed in accordance with Section 510 of this code and with applicable provisions of NFPA 72, National Fire Alarm Signaling Code. This section shall not require improvement of the existing public safety communication system.

Exceptions:

1. Buildings and area of buildings that have minimum radio coverage signal strength levels of the King County Regional 800 MHz Radio System within the building in accordance with Section 510.4.1
2. Buildings constructed primarily of wood frame that do not have storage or parking areas that extend more than one level below grade.
3. Buildings thirty-five (35) feet high (As defined by International Building Code Section 502) or less that do not have below grade storage or parking areas that extend more than one level below grade.

Should construction that is thirty-five (35) feet high or less include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

4. One and two family dwellings and townhouses

510.2 Emergency responder radio coverage in existing buildings. Existing buildings shall be provided with *approved* radio coverage for emergency responders as required in Chapter 11.

510.3 Permit required.

510.3.1 Construction permit required. A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.5. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

510.3.2 Operational permit. An operational permit is required to operate an in building radio system.

510.4 Technical requirements. Systems, components, and equipment required to provide emergency responder radio coverage system shall comply with Sections 511.4.1 through 511.4.2.5

510.4.1 Radio signal strength. The building shall be considered to have acceptable emergency responder radio coverage when signal strength measurements in 95% of all areas of the building and 99% in elevators (measured at the primary recall floor), stair shafts and Fire Command Centers meet the signal strength requirements in Sections 510.4.1.1 and 510.4.1.2

510.4.1.1 Minimum signal strength into the building. A minimum signal strength of -95 dBm shall be receivable within the building.

510.4.1.2. Minimum signal strength out of the building. A minimum signal strength of -95 dBm shall be received by the agency's radio system when transmitted from within the building.

510.4.2 System design. The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.5

510.4.2.1 Amplification systems allowed. Buildings and structures which cannot support the required level of radio coverage shall be equipped:

1. A radiating cable system and/or
2. An internal multiple antenna system with FCC certificated bi-directional 800 MHz amplifiers or
3. Systems otherwise approved by the city radio system manager in order to achieve the required adequate radio coverage

510.4.2.2 Technical criteria.

510.4.2.2.1 Frequency range. The frequency range which must be supported shall be 806 MHz to 824 MHz and 851 MHz to 869 MHz and such other frequencies as determined by the Regional Radio System operator in all areas of the building.

510.4.2.3 Power supply. Power supplies shall conform with NFPA 72, Section 10.5 (Power Supplies).

510.4.2.3.1 Secondary power. If any part of the installed system or systems contains an electrically powered component, the installed system or systems shall be provided with an independent battery system or an emergency generator capable of operating for a period of at least twenty four (24) hours without external power input. The battery system shall automatically charge in the presence of external power input.

510.4.2.4 Signal booster requirements. If used, signal boosters shall meet the following requirements:

1. All signal booster components shall be contained in a NEMA4-type waterproof cabinet.
2. The battery system shall be contained in a NEMA4-type waterproof cabinet.
3. The system shall include automatic alarming of malfunctions of the signal booster and battery system. Any resulting trouble alarm shall be automatically transmitted to an approved central station or proprietary supervising station as defined in NFPA 72 or, when approved by the fire code official, shall sound an audible signal at a constantly attended location.
4. Equipment shall have FCC certification prior to installation.
5. Signal boosters must be equipped with filters that reject adjacent frequencies in addition to the multi-band pass filters.

510.4.2.5 Additional frequencies and change of frequencies. The building owner shall modify or expand the frequency range at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this requirement.

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with Sections 510.5.1 through 510.5.5

510.5.1 Approval prior to installation. No amplification system capable of operating on frequencies used by the Regional 800 MHz Radio System shall be installed without prior coordination and approval of the radio system licensee (The Eastside Public Safety

Communications Agency – www.epasca.com – (425) 556-2515) and any such system must comply with any standards adopted by the King County Regional Communications Board.

510.5.2 Minimum qualifications of personnel. The system designer, lead installation personnel and personnel conducting radio system tests shall be qualified to perform the work.

Design documents and all tests shall be documented and signed by a person in possession of a current FCC General Radio Telephone Operator License and a certificate or certification issued by the:

1. Associated Public Safety Communications Officials International (APCO); or
2. National Association of Business and Education Radio (NABER); or
3. Personal Communications Industry Association (PCIA); or
4. Manufacturer of the equipment being installed.

510.5.3 Acceptance test procedure. Acceptance testing for Emergency responder radio amplification system is required, upon completion of installation. It is the building owner's responsibility to have the radio system tested by qualified personnel to ensure a minimum of 95% two-way coverage on each floor of the building.

A report shall be submitted to the Northshore Fire Department at the conclusion of acceptance testing containing a floor plan and the signal strengths at each location tested and other relevant information. A representative of the Northshore Fire Department may oversee the acceptance test. Acceptance testing is also required whenever changes occur to the building that would materially change the original field performance test. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of approximately forty (40) equal areas.
2. Testing shall use a two (2) watt, portable transceiver with speaker/microphone and flexible antenna (or any calibrated device which will produce signal levels useable by the prescribed portable radio). Field strength testing instruments must have been calibrated within one (1) year of the date of the acceptance test. Field strength testing instruments must be of the frequency selective type incorporating a flexible antenna similar to the ones used on the hand held transceivers. City Radio System Manager may designate alternate methods of measuring the signal level, which satisfy appropriate levels of public safety coverage.
3. A maximum of two (2) nonadjacent areas will be allowed to fail the test.
4. In the event that three (3) of the areas fail the test, the floor may be divided into eighty (80) equal areas in order to be more statistically accurate. In such event, a maximum of four (4) nonadjacent areas will be allowed to fail the test. After the eighty (80) area tests, if the system continues to fail, the building owner shall have the system altered to meet the 95% coverage requirement.

5. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communication to and from the outside of the building through the Regional 800 MHz Radio System. Once the spot has been selected, prospecting for a better spot within the grid area is not permitted. The gain values of all amplifiers shall be measured and the results kept on file with the building owner so that the measurements can be verified each year during the annual tests. In the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to reestablish the gain values.
6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building *owner* so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building *owner* shall be required to rerun the acceptance test to reestablish the gain values.
7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at time of installation and subsequent annual inspections.

510.5.4 FCC compliance. The emergency responder radio coverage system installation and components shall also comply with all applicable federal regulations including, but not limited to, FCC 47 DFR Part 90.219.

510.6 Maintenance. The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.3

510.6.1 Testing and proof of compliance. The emergency responder radio coverage system shall be inspected and tested annually, or whenever structural changes occur to the building that would materially change the original field performance tests by a consultant approved by the Fire Code Official. The performance test shall include at minimum a floor plan and the signal strength in various locations of the building.

Testing shall consist of the following:

1. In-building coverage test as described in Section 510.5.3.
2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. All other active components shall be checked to verify operation within the manufacturer's specifications.

5. At the conclusion of the testing, a report, which shall verify compliance with Section 510.5.3, shall be submitted to the fire code official not later than January 30th of each year.

510.6.2 Additional frequencies and change of frequencies. The building owner shall modify or expand the frequency range at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this requirement.

510.6.3 Identification. Radio Coverage system shall be identified by a sign located on or near the Fire Alarm Control Panel stating "This building is equipped with an Emergency Responder Radio Coverage System"

510.6.4 Field testing. Police and Fire Personnel shall at any time have the right to enter onto the property to conduct its own field-testing to be certain that the required level of radio coverage is present.

15.10.080 IFC Section 901.7, Systems Out of Service, amended.

Section 901.7 of the International Fire Code shall be amended to read as follows:

901.7 Systems out of service. Where a fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with at least one means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

15.10.085 IFC Section 903.2, Where Required, amended.

Section 903.2 of the International Fire Code is amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.13.

The exception has been deleted.

15.10.090 IFC Section 903.2.13, Additional Fire Sprinkler Requirements, added.

Section 903.2 of the International Fire Code is amended by the adding a new section 903.2.13 as follows:

903.2.13 Additional fire sprinkler requirements.

NEW BUILDINGS

1. An automatic sprinkler system shall be installed in all occupancies requiring 2,000 gallons per minute or more fire flow, or where the gross square footage exceeds 5,000 square feet. This applies to all buildings regardless of type or use. Fire walls, as noted in the International Building Code, shall not be considered to separate a building to enable deletion of the required sprinkler system.
2. All newly constructed buildings regardless of gross square footage shall be provided with an automatic sprinkler system if adequate fire flow, hydrant spacing, or approved fire department access is not provided as required in IFC Section 503, Appendix B, and/or Title 15 of the Kenmore Municipal Code.
3. An automatic sprinkler system shall be installed in newly constructed residential occupancies.

EXISTING BUILDINGS

1. The provisions of this section shall apply to existing buildings that are subject to alterations, repairs, modifications or similar improvements where the total cost of the work performed exceeds 50% of the King County Assessor's Office valuation of the structure. Where subsequent alterations, repairs, modifications or similar improvements occur within five years of the first permitted work, the original building valuation shall be used and the total costs of improvements shall be accumulative.
2. The provisions of this section shall apply to existing buildings where the gross floor area of the building is increased. Additions to buildings that would result in a gross floor area greater than 5,000 square feet shall be retrofitted throughout with an approved automatic sprinkler system.
Exception: The floor area of an existing building may be increased by up to 25%, not to exceed 5,000 square foot floor area increase. This exception shall be allowed one time only and acknowledgement of its use shall be recorded to run with the property title prior to permit issuance.

15.10.095 IFC Section 903.4.3, Floor Control Valves, amended.

Section 903.4.3 of the International Fire Code is amended to read:

Section 903.4.3 Floor control valves. In multi-level buildings approved, supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception: When approved by the fire code official.

15.10.100 IFC Section 907.2, Where Required – New Buildings and Structures, amended.

Section 907.2, excluding subsections 907.2.1 – 23, of the International Fire Code is amended to read:

907.2 Where required – New buildings and structures.

All occupancies exceeding 3,000 square feet gross floor area shall be required to provide an approved, monitored automatic fire detection system. Fire walls as noted in Section 706 of the International Building Code shall not be considered to be a separate building to enable deletion of the required fire detection system.

Exception: Group U or IRC regulated structures.

An approved fire alarm system installed in accordance with this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code. Where automatic sprinkler protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

A minimum of one fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

EXISTING BUILDINGS

The provisions of this section shall apply to existing buildings that are subject to alterations, repairs, modifications or similar improvements where the total cost of the work performed exceeds 50% of the King County Assessor's Office valuation of the structure. Where subsequent alterations, repairs, modifications or similar improvements occur within five years of the first permitted work, the original building valuation shall be used and the total costs of improvements shall be accumulative.

15.10.105 IFC Section 5003.9, General Safety Precautions, amended.

Section 5003.9 of the International Fire Code is amended to read:

5003.9 General safety precautions. General precautions for the safe storage, handling or care of hazardous materials shall be in accordance with Sections 5003.9.1 through 5003.9.11

15.10.110 IFC Section 5003.9.11, Manufacture Limitations, added.

Section 5003.9 of the International Fire Code is amended by adding a new section 5003.9.11 as follows:

5003.9.11 Manufacturers limitations. The storage and use of hazardous materials shall not exceed the manufacturers limitations on shelf life and any other restrictions on use.

15.10.115 IFC Section 5604.1, General, amended.

Section 5604.1 of the International Fire Code is amended by adding the following:

5604.1 General. The storage of blasting agents, detonators, explosives, explosive materials and special industrial explosive devices is prohibited within the city limits.

Exceptions:

1. Approved storage areas in law enforcement facilities and as otherwise provided in the Municipal Code.
2. When approved by the fire code official.

15.10.120 IFC Section 5704.2.9.6.1, Locations Where Above-Ground Tanks Are Prohibited, amended.

Section 5704.2.9.6.1 of the International Fire Code is amended to read as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Throughout the city, the use of above ground storage tanks outside of buildings shall be limited to flammable or combustible liquids in outside above ground tanks of 2,000 gallons per tank with an aggregate capacity of 4,000 gallons per site, unless otherwise specifically approved by the fire code official. All above ground storage tanks containing flammable or combustible liquids with a capacity of 500 gallons or more shall be protected tanks designed in accordance with Section 5704.2.9.7 and UL2085, or other systems with prior approval of the fire code official. Above ground combustible liquid tanks, used for the storage of heating oil, for a single family residence shall not exceed 300 gallons. Above ground flammable liquid tanks shall not be permitted in a residential zone or within 100 feet of a residential zone within the city, except that such tanks may be located at fire stations or municipal facilities. Temporary uses may be permitted during periods of construction with the approval of the fire code official. Permits for above ground tanks shall be approved by the fire code official prior to installation or placement.

Exception: Existing installations exceeding 2,000 gallon tank or aggregate capacity of 4,000 gallons per site shall be allowed to continue until tank replacement is necessary or tank decommissioning.

15.10.125 IFC Section 5806.2, Limitations, amended.

Section 5806.2 of the International Fire Code is amended to read as follows:

5806.2 Outdoor storage. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the city limits, except for those areas zoned as Industrial.

15.10.130 IFC Section 6104.2, Maximum Capacity within Established Limits, amended.

Section 6104.2 of the International Fire Code is amended to read as follows:

6104.2 Maximum capacity within established limits. Throughout the city, the aggregate capacity of any one installation of liquefied petroleum gas shall not exceed five hundred (500) gallons water capacity. This capacity limit may be increased up

to, but not to exceed, two thousand (2,000) gallons water capacity if the installation is not within, or closer than 100 feet of a residential zone and must be approved by the fire code official. A permit is required to install a liquefied petroleum gas tank.

Exception: Existing installations exceeding five hundred (500) gallons water capacity, but not exceeding two thousand (2,000) gallons water capacity, shall be allowed to continue.

15.10.135 IFC Appendix B, Fire-Flow Requirements for Buildings, amended.

Appendix B and Sections B104.1, B104.2, B105.1, and B105.2 of the International Fire Code are amended to read as follows:

B104.1 General. The fire flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, including basements and attached garages, except as modified in Section B104.3.

B104.2 Area separation. Portions of buildings which are separated by four-hour fire walls without openings, constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.

B105.1 One and Two Family dwellings. The minimum fire flow requirements for one and two family dwellings having a fire-flow calculation area where the gross floor area, including attached garages, does not exceed 3,600 square feet (344.5 m²) shall be 1,500 gallons per minute (3785.4 L/min). Fire flow and flow duration for dwellings having a gross square footage in excess of 3,600 square feet (344.5 m²) shall be not less than that specified in Table B105.1 and the ISO Guide for the Determination of Needed Fire Flow.

Exception: The minimum fire flow required for one- and two-family dwellings protected by approved fire sprinkler systems shall be 1,000 gallons per minute.

B105.2 Buildings other than one- and two-family dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as determined by utilizing Table B105.1 and the ISO Guide for the Determination of Needed Fire Flow.

Exception: A reduction in required fire flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the International Fire Code. Where buildings are of Type I or II construction and are a light-hazard occupancy as defined by NFPA 13, the reduction may be up to 75 percent. The resulting fire flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in Table B105.1.

EXHIBIT B

Chapter 15.20 BUILDING CODES

Sections:

- 15.20.010 International Building Code adopted.**
- 15.20.015 IBC Section 312.1, U-Occupancy Use - General, amended.**
- 15.20.020 IBC Section 403.4.8, Standby Power, amended.**
- 15.20.025 IBC Section 403.4.8.1, Special Requirements for Standby Power, amended.**
- 15.20.030 IBC Section 403.4.8.1.1, Standby Power Room Penetrations, added.**
- 15.20.035 IBC Section 403.4.8.2, Standby Power Loads, amended.**
- 15.20.040 IBC Section 403.7, Smoke Control, added.**
- 15.20.045 IBC Section 405.8, Standby Power, amended.**
- 15.20.050 IBC Section 712.1.3.1, Opening Size, amended.**
- 15.20.055 IBC Section 903.2, Sprinklers Where Required, amended.**
- 15.20.060 IBC Section 903.2.13, Additional Fire Sprinkler Requirements, added.**
- 15.20.065 IBC Section 903.4.3, Floor Control Valves, amended.**
- 15.20.070 IBC Section 907.2, Alarms Where Required - New Buildings and Structures, amended.**
- 15.20.075 IBC Section 911.1.2.1, Fire Command Center Penetrations added.**
- 15.20.080 IBC Section 1608.1, Snow Load - General, amended.**
- 15.20.085 IBC Section 1612.3, Establishment of Flood Hazard Areas, amended.**
- 15.20.090 IBC Section 3002.4, Elevator Car to Accommodate Stretcher, amended.**
- 15.20.095 IBC Section 3112, Waterfront Structures, added.**
- 15.20.100 IBC Appendix adoption.**
- 15.20.105 International Residential Code adopted.**
- 15.20.110 IRC Table R301.2(2), Climate and Geographic Design Criteria, amended.**
- 15.20.115 IRC Appendix S, Fire Sprinklers, amended.**
- 15.20.120 1997 Uniform Housing Code adopted.**
- 15.20.125 UHC Section 203, Appeals, amended.**
- 15.20.130 UHC Section 1201.2, Processing of Appeals amended.**
- 15.20.135 UHC Section 1201.3 deleted.**
- 15.20.140 UHC Chapter 13 deleted.**
- 15.20.145 International Mechanical Code adopted.**
- 15.20.150 Uniform Plumbing Code adopted.**
- 15.20.155 National Fuel Gas Code (NFPA 54) adopted.**
- 15.20.160 Liquefied Petroleum Gas Code (NFPA 58) adopted.**
- 15.20.165 International Fuel Gas Code adopted.**
- 15.20.170 International Energy Conservation Code adopted.**

- 15.20.175 IECC Section C109, Appeals, amended.**
- 15.20.180 IECC Section R109, Appeals, amended.**
- 15.20.185 Uniform Code for the Abatement of Dangerous Buildings adopted.**
- 15.20.190 UCADB Section 205, Appeals, amended.**
- 15.20.195 UCADB Section 501.2, Processing of Appeals, amended.**
- 15.20.200 UCADB Section 501.3 deleted.**
- 15.20.205 UCADB Chapter 6 deleted.**
- 15.20.210 International Existing Building Code adopted.**

15.20.010 International Building Code adopted.

The 2012 Edition of the International Building Code, excluding Chapter 1, "Scope and Administration," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-50 WAC.

15.20.015 IBC Section 312.1, U-Occupancy Use - General, amended.

Section 312.1 of the International Building Code is amended to read as follows by adding the following use to the list:

Waterfront structures

15.20.020 IBC Section 403.4.8, Standby Power, amended.

Section 403.4.8 of the International Building Code is hereby amended as follows:

Add the following sentence to the end of the paragraph:

Fuel-fired emergency generator sets and associated fuel storage, including optional generator sets, located more than 75 feet above the lowest level of Fire Department vehicle access requires the approval of the Fire Code Official.

15.20.025 IBC Section 403.4.8.1, Special Requirements for Standby Power Systems, amended.

Section 403.4.8.1 of the International Building Code, is amended as follows:

Section 403.4.8.1 Special requirements for standby power systems. If the standby system is a generator set inside the building, the system shall be located in a separate room enclosed with 2-hour fire barriers constructed in accordance with Section 403.4.8.1.1 and Section 707 or horizontal assemblies constructed in accordance with Section 711, or both. System supervision with manual start and transfer features shall be provided at the fire command center.

15.20.030 IBC Section 403.4.8.1.1, Standby Power Room Penetrations, added.

Section 403.4.8.1.1 of the International Building Code is added as follows:

403.4.8.1.1 Penetrations. Penetrations into and openings through a room containing a standby power system are prohibited except for required exit doors, equipment

and ductwork necessary for heating, cooling or ventilation, sprinkler branch line piping, or electrical raceway serving the standby power system or being served by the standby power system and metallic piping with no joints or openings. Such penetrations shall be protected in accordance with Section 714.

15.20.035 IBC Section 403.4.8.2, Standby Power Loads, amended.

Section 403.4.8.2 of the International Building Code is amended by adding a fourth item which reads as follows:

4. Smoke control system.

15.20.040 IBC Section 403.7, Smoke Control, added.

Section 403.7 of the International Building Code is hereby added as follows:

403.7 Smoke control. A smoke control system meeting the requirements of Section 909 shall be provided in buildings that exceed ten stories, or contain a use requiring defend-in-place firefighting operations in which occupants of some area cannot readily evacuate that area. This includes portions of facilities housing functions essential to continuity of public safety operations, and Group I and LC Occupancies where in the judgment of the Building Official and Fire Code Official, occupants having limited capacity for self-preservation are located on floors more than 75 feet above the lowest level of Fire Department vehicle access. A smoke control system for a defend-in-place use may be a performance-based design to protect that use without providing smoke control throughout the entire building, but shall otherwise comply with Section 909.. Exception: Smoke control may be omitted when approved by the Building Official and Fire Code Official

15.20.045 IBC Section 405.8, Standby Power, amended.

Section 405.8 of the International Building Code, is amended by adding the following sentence:

Fuel-fired emergency generator sets and associated fuel storage, including optional generator sets, located more than 30 feet below the lowest level of exit discharge requires the approval of the Fire Code Official.

15.20.050 IBC Section 712.1.3.1, Opening Size, amended.

Section 712.1.3.1 of the International Building Code" is hereby amended by revising the last sentence, to read:

This application is limited to openings that do not connect more than four stories in buildings not required to have smoke control systems. In buildings that are required to have smoke control systems, escalators are limited to openings that do not connect more than four stories and non-egress stairs are limited to openings that do not atmospherically connect more than two stories.

15.20.055 IBC Section 903.2, Sprinklers Where Required, amended.

Section 903.2 of the International Building Code is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in Section 903.2.1 through 903.13.

The exception has been deleted.

15.20.060 IBC Section 903.2.13, Additional Fire Sprinkler Requirements, added.

Section 903.2 of the International Building Code is amended by adding a new Section 903.2.13 as follows:

903.2.13 Additional Fire Sprinkler Requirements.

NEW BUILDINGS

1. An automatic sprinkler system shall be installed in all occupancies requiring 2,000 gallons per minute or more fire flow, or where the gross square footage exceeds 5,000 square feet. This applies to all buildings regardless of type or use. Fire walls shall not be considered to separate a building to enable deletion of the required sprinkler system.
2. All newly constructed buildings regardless of gross square footage shall be provided with an automatic sprinkler system if adequate fire flow, hydrant spacing, or approved fire department access is not provided as required in the International Fire Code Section 503, Appendix B, and/or Title 15 of the Kenmore Municipal Code.
3. An automatic sprinkler system shall be installed in newly constructed residential occupancies.

EXISTING BUILDINGS

1. The provisions of this section shall apply to existing buildings that are subject to alterations, repairs, modifications or similar improvements where the total cost of the work performed exceeds 50% of the King County Assessor's Office valuation. Where subsequent alterations, repairs, modifications or similar improvements occur within five years of the first permitted work, the original building valuation shall be used and the total costs of the improvements shall be accumulative.
2. The provisions of this section shall apply to existing buildings where the gross floor area of the building is increased. Additions to buildings that would result in a gross floor area greater than 5,000 square feet shall be retrofitted throughout with an approved automatic sprinkler system.

Exception: The floor area of an existing building may be increased up to 25%, not to exceed 5,000 square foot floor area increase. This exception shall be allowed one time only and acknowledgement of its use shall be recorded on the property title prior to permit issuance.

15.20.065 IBC Section 903.4.3, Floor Control Valves, amended.

Section 903.4.3 of the International Building Code is hereby amended to read as follows:

Section 903.4.3 Floor control valves. In multi-level buildings approved, supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception: When approved by the fire code official.

15.20.070 IBC Section 907.2, Alarms Where Required – New Buildings and Structures, amended.

Section 907.2 of the International Building Code is hereby amended to read as follows:

Section 907.2 Where required – new buildings and structures. All occupancies exceeding 3,000 square feet gross floor area shall be required to provide an approved and monitored fire detection system. Fire walls shall not be considered to be a separate building to enable deletion of the required fire detection system.

Exception: Group U or IRC regulated structures.

An approved fire alarm system installed in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of the IFC. Where automatic protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

A minimum of one fire alarm box shall be provided in an approved location to initiate a fire alarm signal for the fire alarm systems employing automatic fire detectors or water-flow devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

EXISTING BUILDINGS

The provisions of this section shall apply to all buildings whose city assessed value has increased by more than 50% within a five year period due to the added value of additions, alterations and repairs. When the first permit application is submitted to add to, alter or repair an existing building, the city assessed value at the time the complete application is submitted shall be considered the base city assessed value for the following five-year period.

15.20.075 IBC Section 911.1.2.1, Fire Command Center Penetrations, added.

Section 911.1.2.1 of the International Building Code is hereby added to read as follows:

911.1.2.1 Penetrations. Penetrations into and openings through a fire command center are prohibited except for required exit doors, equipment and ductwork necessary for heating, cooling or ventilation, sprinkler branch line piping, electrical raceway for the fire department communication and control, electrical raceway

serving the fire command center for being controlled from the fire command center and metallic piping with no joints or openings. Such penetrations shall be protected in accordance with Section 714.

15.20.080 IBC Section 1608.1, Snow Load - General, amended.

Section 1608.1 of the International Building Code is hereby amended to read as follows:

1608.1 General. Design snow loads shall not be less than 25 psf, and the design roof loads shall not be less than that determined by Section 1607.

15.20.085 IBC Section 1612.3, Establishment of Flood Hazard Areas, amended.

Section 1612.3 of the International Building Code is hereby amended by revising the second sentence to read as follows:

The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for King County, Washington and Incorporated Areas," DATED April 9, 2005, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto.

15.20.090 IBC Section 3002.4, Elevator Car to Accommodate Ambulance Stretcher, amended.

Section 3002.4 of the International Building Code is hereby amended to read as follows:

3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are provided in buildings four or more stories above, or four or more stories below grade plane, or in any R or I occupancy building provided with an elevator regardless of the number of stories, at least one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate a 24-inch by 84-inch (610 mm by 1930 mm) ambulance stretcher in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches (76 mm) high and shall be placed inside on both sides of the hoistway door frame.

15.20.095 IBC Section 3112, Waterfront Structures, added.

Section 3112 of the International Building Code is hereby added as follows:

SECTION 3112

WATERFRONT STRUCTURES

Section 3112.1 General. In addition to other requirements of this code, all waterfront structures shall comply with the regulations of this section and the Kenmore Shoreline Management Code.

Section 3112.2 Approvals Required. Before any permit for a new waterfront structure or revisions to an existing waterfront structure is issued by the building official, the applicant shall obtain prior approval from all applicable state and federal agencies.

Section 3112.3 Definitions. For the purpose of this section, certain terms are defined as follows:

BULKHEAD. As defined in the Kenmore Shoreline Management Code.

COVERED WATERFRONT STRUCTURE. Any waterfront structure covered in whole or in part by a roof.

DOCK. As defined in the Kenmore Shoreline Management Code.

FLOAT. As defined in the Kenmore Shoreline Management Code.

PIER. As defined in the Kenmore Shoreline Management Code.

POLLUTION-GENERATING MATERIAL. Include those which are erodable or leachable materials, wastes, or chemicals. Metal roofs are considered to be pollution-generated unless they are treated to prevent leaching.

SUBSTRUCTURE. That portion of the construction of a dock, pier, wharf or other similar waterfront structure below and including the deck.

SUPERSTRUCTURE. That portion of the construction of a dock, pier, wharf or other similar waterfront structure above the deck.

WATERFRONT STRUCTURE. Structures including, but not limited to docks, piers, wharves, floats, mooring piles, anchor buoys, bulkheads, submerged or overhead wires, pipes and cables, and any object passing beneath, through or over the water, waterward of the ordinary high water mark.

WHARF. A structure of timber, stone, concrete or other material having a platform built along and parallel to navigable waters so that vessels may be moored alongside for loading and unloading, or for storage or repair.

Section 3112.4 Construction Requirements. Waterfront structures shall comply with Sections 3112.4.1 through 3112.4.4.

Section 3112.4.1 Substructure. The substructure may be constructed of any nonpollution-generating materials allowed by this code, and the Kenmore Shoreline Management Code. All decks shall sustain, within the limitations of this code, all dead loads plus a live load of not less than 100 pounds per square foot, assumed to act vertically. In addition to the live load requirement, all structures and every portion thereof shall be designed and constructed to resist a horizontal force of not less than 100 pounds per lineal foot acting at the deck line, in any direction.

Exception: For waterfront structures serving only a single-family dwelling, a live load of 40 psf may be used and a horizontal force need only be considered where applicable.

Automatic sprinklers shall be installed under the substructure in accordance with the requirements of Chapter 9 and the International Fire Code.

Section 3112.4.2 Superstructure. The superstructure shall be designed and constructed to sustain all dead loads, live loads, and wind loads required by this code, and may be constructed of any nonpollution-generating materials allowed by this code and the Kenmore Shorelines Management Code, except when the building area of a covered waterfront structure exceeds 1,000 square feet the entire superstructure and deck shall be constructed of noncombustible materials or as required for Type IV-H.T. Construction per Section 602.4 or be equipped throughout the structure with an approved automatic sprinkler system.

Section 3112.4.3 Hardware. All hardware used structurally shall be of a corrosive-resistant metal such as aluminum, brass, copper, and stainless steel, or be completely protected by an approved corrosion-resistant metal, such as zinc.

Section 3112.4.4 Standpipes. When a distance of travel to fire apparatus access exceeds one hundred fifty (150) feet, a Class I manual, dry standpipe system shall be provided in accordance with NFPA 303. Systems shall be provided with outlets located such that no point of the structure exceeds one hundred fifty (150) feet from a standpipe outlet.

Exception: Waterfront structures serving not more than one single-family dwelling.

15.20.100 IBC Appendix adoption.

The city hereby adopts Appendix Chapter E, "Supplementary Accessibility Requirements," and Appendix Chapter H, "Signs," pursuant to Chapters 70.92 and 19.27 RCW.

15.20.105 International Residential Code adopted.

The 2012 Edition of the International Residential Code, including Appendix Chapter G, "Swimming Pools, Spas and Hot Tubs," Appendix Chapter R, "Dwelling Unit Fire Sprinkler Systems," and Appendix S, "Fire Sprinklers," but excluding Chapter 1 of the IRC, "Scope and Administration," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-51 WAC.

15.20.110 IRC Table R301.2(1), Climate and Geographic Design Criteria, amended.

Table R301.2(1) of the International Residential Code is hereby amended to read as follows:

Climatic and Geographic Design Criteria IRC Table R301.2(1)											
GROUND SNOW LOAD	WIND DESIGN		Seismic Design Category ^f	Subject To Damage From			Winter Design Temp ^e	Ice Barrier Underlayment Required ^b	Flood Hazards ^d	Air Freezing Index ⁱ	Mean Annual Temp ^j
	Speed ^d (mph)	Topographic effects ^k		Weathering ^a	Frost Line Depth ^b	Termite ^c					
25	85	No	D2	Moderate	12"	Slight to Moderate	24°F	No	Per KMC	148	51°F

For SI: 1 pound per square foot = 0.0479 kN/m², 1 mile = 1.609 km/h.

- a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., “negligible,” “moderate” or “severe”) for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The city shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The city shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The city shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on site-specific basis in accordance with Section R301.2.1.4.
- e. The outdoor design temperature shall be selected from the Washington State Energy Code, Appendix C. Deviations from the Appendix C temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.
- f. The city shall fill in this part of the table with the Seismic Design Category determined from Section R301.2.2.1.
- g. The city shall fill in this part of the table with (a) the date of the city’s entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the currently effective FIRM and FBFM, or other flood hazard map adopted by the community, as may be amended.
- h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the city shall fill in this part of the table with “YES.” Otherwise, the city shall fill in this part of the table with “NO.”
- i. The city shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32° Fahrenheit)” at <http://www.ncdc.noaa.gov/oa/fpsf/AFI-pubreturn.pdf>.
- j. The city shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32° Fahrenheit)” at <http://www.ncdc.noaa.gov/oa/fpsf/AFI-pubreturn.pdf>.
- k. In accordance with Section R301.2.1.5, where there is local historic data documenting structural damage to buildings due to topographic wind speed-up effects, the city shall fill in this part of the table with “YES.” Otherwise, the city shall indicate “NO” in this part of the table.

15.20.115 IRC Appendix S, Fire Sprinklers, amended.

Appendix S, Section AS107.1 of the 2009 International Residential Code is hereby amended to read as follows:

AS107.1 Fire Sprinklers. An approved fire sprinkler system shall be installed in new one-family and two-family dwellings and townhouses in accordance with Appendix R.

Exception: Accessory dwelling units.

15.20.120 1997 Uniform Housing Code adopted.

The Uniform Housing Code issued by the International Conference of Building Officials, 1997 Edition, together with amendments and/or additions thereto, is adopted in its entirety by this reference as the housing code for the city except that references to the uniform codes shall be replaced with the appropriate technical codes and sections as adopted by the city.

15.20.125 UHC Section 203, Appeals - amended.

Section 203 of the Uniform Housing Code is hereby amended to read:

SECTION 203 – APPEALS

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.20.130 UHC Section 1201.2, Processing of Appeals - amended.

Section 1201.2 of the Uniform Housing Code is hereby amended to read:

1201.2 Processing of Appeal. Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.20.135 UHC Section 1201.3 deleted.

Section 1201.3 of the Uniform Housing Code is deleted.

15.20.140 UHC Chapter 13 deleted.

Chapter 13, "RULES FOR CONDUCT OF HEARING APPEALS," of the Uniform Housing Code is deleted.

15.20.145 International Mechanical Code adopted.

The 2012 Edition of the International Mechanical Code, excluding Chapter 1, "Scope and Administration," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-52 WAC.

15.20.150 Uniform Plumbing Code adopted.

The 2012 Edition of the Uniform Plumbing Code, excluding Chapter 1, "Administration," as published by the International Association of Plumbing and Mechanical Officials, is adopted,

together with Appendix A, "Recommended Rules for Sizing the Water Supply System", Appendix B, "Explanatory Notes on Combination Waste and Vent Systems", Appendix C, "Alternate Plumbing Systems", excluding Sections C5 through C7 of Appendix C, Appendix I "Installation Standards", and the amendments set forth in Chapters 51-52 and 51-57 WAC.

15.20.155 National Fuel Gas Code (NFPA 54) adopted.

The 2012 National Fuel Gas Code, excluding Chapter 1, "Administration," as published by NFPA, is adopted together with the amendments set forth in Chapter 51-52 WAC.

15.20.160 Liquefied Petroleum Gas Code (NFPA 58) adopted.

The 2011 Liquefied Petroleum Gas Code, excluding Chapter 1, "Administration," as published by NFPA, is adopted, together with the amendments set forth in Chapter 51-52 WAC.

15.20.165 International Fuel Gas Code adopted.

The 2012 Edition of the International Fuel Gas Code, excluding Chapter 1, "Administration," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-52 WAC.

15.20.170 International Energy Conservation Code adopted.

The 2012 Edition of the International Energy Conservation Code, as adopted by the State Building Code Council in Chapter 51-11C & 51-11R WAC, is adopted.

15.20.175 IECC Section C109, Appeals, amended.

Section C109 of the International Energy Conservation Code as adopted by the State Building Code Council, is hereby amended to read:

SECTION C109 – APPEALS

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.20.180 IECC Section R109, Appeals, amended.

Section R109 of the International Energy Conservation Code as adopted by the State Building Code Council, is hereby amended to read:

SECTION R109 – APPEALS

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.20.185 Uniform Code for the Abatement of Dangerous Buildings adopted.

The Uniform Code for the Abatement of Dangerous Buildings, issued by the International Conference of Building Officials, 1997 Edition, together with amendments and/or additions thereto, is adopted in its entirety by this reference as if fully set forth herein as the dangerous buildings code for the city, except that references to the uniform codes shall be replaced with the appropriate technical codes and sections as adopted by this city.

15.20.190 UCADB Section 205, Appeals, amended.

Section 205 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read:

SECTION 205 – APPEALS

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.20.195 UCADB Section 501.2, Processing of Appeals, amended.

Section 501.2 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read:

501.2 Processing of Appeal. Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.20.200 UCADB Section 501.3 deleted.

Section 501.3 of the Uniform Code for the Abatement of Dangerous Buildings is deleted.

15.20.205 UCADB Chapter 6 deleted.

Chapter 6, "PROCEDURES FOR CONDUCT OF HEARING APPEALS," of the Uniform Code for the Abatement of Dangerous Buildings is deleted.

15.20.210 International Existing Building Code adopted.

The 2012 Edition of the International Existing Building Code, excluding Chapter 1, Part 2 – "Administration and Enforcement," as published by the International Code Council, is adopted, together with the amendments set forth in Chapter 51-50 WAC.

EXHIBIT C

Chapter 15.30 CONSTRUCTION ADMINISTRATIVE CODE

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- 15.30.010 Title.**
- 15.30.015 Purpose.**
- 15.30.020 Scope.**
- 15.30.025 Definitions.**
- 15.30.030 Appendices.**
- 15.30.035 Intent.**
- 15.30.040 Referenced codes.**
- 15.30.045 International Building Code – Scope.**
- 15.30.050 International Residential Code – Scope.**
- 15.30.055 Mechanical code – Scope.**
- 15.30.060 Liquid propane gas.**
- 15.30.065 Natural gas code – Scope.**
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- 15.30.080 General.**
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- 15.30.095 Referenced codes and standards.**
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Article I. General

15.30.010 Title.

The regulations contained in this chapter shall be known as the construction administrative code of the city, and are hereinafter referred to as “this code.”

15.30.015 Purpose.

The purpose of this chapter is to provide for the administration, organization and enforcement of the technical codes adopted by the city.

15.30.020 Scope.

The provisions of this code shall apply to the administration of the technical codes as adopted by the state of Washington and listed:

- A. 2012 International Building Code – Chapter 51-50 WAC;
- B. 2012 International Residential Code – Chapter 51-51 WAC;
- C. 2012 International Mechanical Code – Chapter 51-52 WAC;
- D. 2012 National Fuel Gas Code (NFPA 54) – Chapter 51-52 WAC;
- E. 2011 Liquefied Petroleum Gas Code (NFPA 58) – Chapter 51-52 WAC;
- F. 2012 International Fuel Gas Code – Chapter 51-52 WAC;
- G. 2012 Uniform Plumbing Code – Chapters 51-56 and 51-57 WAC;
- H. 2012 International Existing Building Code – Chapter 51-50 WAC;

I. 2012 International Energy Conservation Code – Chapter 51-11C & 51-11R WAC.

15.30.025 Definitions.

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall have the meanings set forth in this section. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third International Dictionary of the English Language, Unabridged latest edition, shall be considered as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

- A. "Action" means a specific response complying fully with a specific request by the city.
- B. "Building service equipment" means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.
- C. "Complete response" means an adequate response to all requests from city staff in sufficient detail to allow the application to be processed.
- D. "Dangerous building code" means the 1997 Uniform Code for the Abatement of Dangerous Buildings promulgated by the International Council of Building Officials as adopted by the city.
- E. "Energy code" means the International Energy Conservation Code promulgated by the Washington State Building Code Council as adopted by the city.
- F. "Housing code" means the 1997 Uniform Housing Code promulgated by the International Council of Building Officials as adopted by the city.
- G. "IBC" means the latest edition of the International Building Code promulgated by the International Code Council as adopted by this city.
- H. "IEBC" means the latest edition of the International Existing Building Code promulgated by the International Code Council as adopted by this city.
- I. "IMC" means the latest edition of the International Mechanical Code promulgated by the International Code Council as adopted by this city.
- J. "IRC" means the latest edition of the International Residential Code for One- and Two-Family Dwellings promulgated by the International Code Council as adopted by this city.
- K. "Minor field change" means a change to an approved plan that does not change the building use, area, height, or location on a lot and does not affect the means of egress, accessibility, or structural design and does not add plumbing or mechanical fixtures or appliances.
- L. "NEC" means the latest edition of the National Electrical Code promulgated by the National Fire Protection Association as adopted by this city.
- M. "Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.
- N. "Shall," as used in this chapter, is mandatory.

O. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention.

P. "Temporary worker housing" means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes "labor camps" under RCW 70.54.110.

Q. "UPC" means the latest edition of the Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials as adopted by this city.

R. "Valuation" or "value," as applied to a building or building service equipment, means and shall be the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs. It shall also include the contractor's overhead and profit.

15.30.030 Appendices.

Provisions in the appendices shall not apply unless specifically adopted.

15.30.035 Intent.

The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

15.30.040 Referenced codes.

The codes listed in KMC 15.30.020 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

15.30.045 International Building Code – Scope.

The provisions of the International Building Code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with separate means of egress and their accessory structures shall comply with the International Residential Code.

15.30.050 International Residential Code –Scope.

The provisions of the International Residential Code for One- and Two-Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment,

use and occupancy, location, removal, and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with separate means of egress and their accessory structures.

Exceptions:

1. Live/work units complying with the requirements of Section 419 of the International Building Code shall be permitted to be built as one- and two-family dwellings or townhouses. Fire suppression required by Section 419.5 of the International Building Code when constructed under the International Residential Code for One- and Two-family Dwellings shall conform to Appendix R.
2. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-family Dwellings when equipped with a fire sprinkler system in accordance with Appendix R.

15.30.055 Mechanical code – Scope.

The provisions of the International Mechanical Code shall apply to the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes with buildings. The International Mechanical Code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas distribution piping and equipment, fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code.

Exceptions:

- A. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code.
- B. The standards for liquefied petroleum gas installations shall be NFPA 58 (Liquefied Petroleum Gas Code) and NFPA 54 (National Fuel Gas Code).

15.30.060 Liquid propane gas.

The provisions of the National Fuel Gas Code and Liquefied Petroleum Gas Code (NFPA 54 and 58) shall apply to the installation of all materials and equipment utilizing liquid propane gas.

15.30.065 Natural gas code – Scope.

The provisions of the International Fuel Gas Code shall apply to the installation of fuel gas piping systems, fuel gas utilization equipment, gaseous hydrogen systems and regulated accessories.

Exceptions:

- A. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code.

B. The standards for liquefied petroleum gas installations shall be NFPA 58 (Liquefied Petroleum Gas Code) and NFPA 54 (National Fuel Gas Code).

15.30.070 Plumbing code – Scope.

The provisions of the Uniform Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, where connected to a water or sewage system and all aspects of a medical gas system. Fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code and liquefied petroleum gas installations shall be regulated by NFPA 58 and NFPA 54.

15.30.075 Energy.

The provisions of the Energy Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

Article II. Applicability

15.30.080 General.

A. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern except that the hierarchy of the codes named in Chapter 19.27 RCW shall govern.

B. New Installations. This chapter applies to new installs.

C. Existing Installations. Lawfully installed existing installations that do not comply with the provisions of this chapter shall be permitted to be continued without change, except as is specifically covered in this chapter, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and public. Where changes are required for correction of hazards, a reasonable amount of time shall be given for compliance, depending on the degree of the hazard.

D. Maintenance. Buildings and structures, including their electrical, plumbing, and mechanical systems, equipment, materials and appurtenances, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. Devices or safeguards that are required by this chapter shall be maintained in compliance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of the system and equipment. To determine compliance with this provision, the building official shall have the authority to require that the systems and equipment be reinspected.

E. Additions, Alterations, Modifications or Repairs. Additions, alterations, modifications or repairs to a building or structure or to the electrical, plumbing, or mechanical system(s) of any building, structure or premises shall conform to the requirements of this chapter without

requiring those portions of the existing building or system not being altered or modified to comply with all the requirements of this chapter. Installations, additions, alterations, modifications, or repairs shall not cause an existing building to become unsafe or to adversely affect the performance of the building as determined by the building official or designated representative. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the code in force at the time the additions were made.

Exception: Additions with less than 500 square feet of conditioned floor area to IRC regulated structures are exempt from the requirements for Whole House Ventilation Systems, Section M1508.

F. Moved Buildings. Building or structures moved into or within a jurisdiction shall comply with the provisions of this code for new buildings or structures.

Exception: One- and two-family buildings or structures are not required to comply if:

1. The original occupancy classification is not changed; and
2. The original building is not substantially remodeled or rehabilitated.

For the purpose of this section a building shall be considered to be substantially remodeled when the costs of remodeling exceed 60 percent of the value of the building exclusive of the costs relating to preparation, construction, demolition, or renovation of foundations.

15.30.085 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

15.30.090 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

15.30.095 Referenced codes and standards.

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

15.30.100 Partial invalidity.

In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

15.30.105 Existing structures.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, other codes

referenced in this code, the International Fire Code, or as is deemed necessary by the building official or fire marshal for the general safety and welfare of the occupants and the public. Modifications to existing structures shall be permitted to be performed in accordance with the International Existing Building Code.

15.30.110 Structures in areas of special flood hazard.

Buildings located in areas of special flood hazard shall be regulated by the International Building Code, International Residential Code or the Kenmore Municipal Code.

Article III. Department of Building Safety

15.30.115 Creation of enforcement agency.

The building department is hereby created and the official in charge thereof shall be known as the building official.

15.30.120 Appointment.

The building official shall be appointed by the chief appointing authority of the city.

15.30.125 Deputies.

In accordance with the prescribed procedures of this city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

Article IV. Duties and Powers of Building Official

15.30.130 General.

The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

15.30.135 Applications and permits.

The building official shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings, structures and building service equipment, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

15.30.140 Notices and orders.

The building official shall issue all necessary notices or orders to ensure compliance with this code.

15.30.145 Inspections.

The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise at the applicant's expense.

15.30.150 Identification.

The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

15.30.155 Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code; provided, that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

15.30.160 Department records.

The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

15.30.165 Liability.

The building official, member of the board of appeals or employee charged with the enforcement of this chapter and the technical codes, while acting for the city in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the

provisions of this code shall be defended by legal representative of the city until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

15.30.170 Approved materials and equipment.

Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

15.30.175 Used materials and equipment.

The use of used materials and building service equipment which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless prior approval is obtained from the building official.

15.30.180 Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department. The building official is authorized to charge an additional fee to evaluate any proposed modification under the provisions of this section.

15.30.185 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code; provided, that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

The building official is authorized to charge an additional fee to evaluate any proposed alternate material, design and/or method of construction and equipment under the provisions of this section.

15.30.190 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

15.30.195 Tests.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the city. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

Article V. Permits**15.30.200 Permit required.**

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

15.30.205 Work exempt from permit.

The provisions of this code shall not apply to work located primarily in a public way, public utility towers and poles and hydraulic flood control structures. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this city. Permits shall not be required for the following:

A. Building.

1. One-story detached accessory structures accessory to residential buildings constructed under the provisions of the IRC used as tool and storage sheds, tree-supported play structures, playhouse and similar uses, provided the floor area does not exceed 200 square feet, the height does not exceed 10 feet, and the structure is located in accordance with all land use regulations.
2. Fences not over eight feet high.
3. Oil derricks.
4. Retaining walls which are not over four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks, driveways, decks and steps not more than 30 inches above adjacent grade, and not over any basement or story below and are not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work; provided, that existing, required accessible features are not altered.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a one- and two-family dwelling or Group R3 occupancy, which are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
11. Swings, slides and other similar playground equipment.
12. Window awnings supported by an exterior wall of one- and two-family dwellings or Group R-3 and Group U occupancies which do not project more than 54 inches from the exterior wall and do not require additional support.
13. Nonfixed and movable cases, counters and partitions not over five feet nine inches in height.
14. Satellite earth station antennas six and one-half feet or less in diameter or diagonal dimensions in zones other than residential zones.
15. Satellite earth station antennas three and one-quarter feet or less in diameter in residential zones; and
16. Video programming service antennas three and one-quarter feet or less in diameter or diagonal dimension, regardless of zone.
17. Replacement of nonstructural siding on IRC structures except for veneer, stucco, or exterior finish and insulation systems (EFIS).
18. In-kind window replacement for IRC structures where no alteration of framing members is required and when the window U-values meet the prescriptive requirements within the Energy Code.
19. Job shacks that are placed at a permitted job site during construction may be allowed on a temporary basis and shall be removed upon final approval of construction. A job shack is a portable structure for which the primary purpose is to house equipment and supplies, and which may serve as a temporary office during construction for the purposes of the construction activity.
20. In-kind reroofing on IRC structures, provided roof sheathing is not removed, replaced or added.

B. Mechanical.

1. Portable heating, cooking, or clothes drying appliances.
2. Portable ventilation appliances and equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment or appliances regulated by the construction codes.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by motors of one horsepower or less.
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

C. Plumbing.

1. The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe; provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures.
3. Reinstallation or replacement of prefabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes.

15.30.210 Emergency repairs.

Where equipment replacements and equipment repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

15.30.215 Repairs.

Application or notice to the building official is not required for ordinary repairs to structures. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

15.30.220 Application for permit.

To obtain a permit, the applicant shall first file a complete application as defined by the city therefor in writing on a form furnished by the building department for that purpose. Such application shall:

- A. Identify and describe the work to be covered by the permit for which application is made.
- B. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
- C. Indicate the use and occupancy for which the proposed work is intended.

D. Be accompanied by construction documents and other information as required in KMC 15.30.260 through 15.30.325.

E. State the valuation of the proposed work.

F. Be signed by the applicant, or the applicant's authorized agent.

G. Give such other data and information as required by the building official.

15.30.225 Complete application.

A. No application for building permit relating to any construction, including landfill or pier and piling to support same upon privately owned shorelands submerged by the water of Lake Washington, shall be accepted for filing with the building department, unless there are attached to such application certified copies of the approval of such project by such state and federal agencies as may have jurisdiction or regulatory authority over such proposed project.

B. The requirements for a fully complete building permit application include compliance with KMC 15.30.220 and RCW 19.27.097 (which relates to water supply); provided, that for any construction project costing more than \$5,000 the following shall also be required:

1. The legal description, or the tax parcel number assigned pursuant to RCW 84.40.160, and the street address if available, and may include any other identification of the construction site by the prime contractor;
2. The property owner's name, address, and phone number;
3. The prime contractor's business name, address, phone number, current state contractor registration number; and
4. Either:
 - a. The name, address and phone number of the office of the lender administering the interim construction financing, if any; or
 - b. The name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than 50 percent of the total amount of the construction project; provided, that if any of this information is not available at the time the application is submitted, the applicant shall so state and the lack of said information shall not cause the application to be deemed incomplete for the purposes of this section. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information.

The requirements for a fully complete building permit application include a consent statement of the property owner to confirm dedication of rights-of-way which abut the subject property, if any are shown as such on city, county or plat maps, and to verify the designation of public road easements as rights-of-way.

15.30.230 Action on application.

The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application is incomplete or the

construction documents or other submittal information does not conform to the requirements of pertinent laws, the building official may reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable.

15.30.235 Time limitation of application.

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

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

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

1. Compliance with the State Environmental Policy Act is in progress; or
2. Any other city review is in progress; provided the applicant has submitted a complete response to city requests or the building official determines that unique or unusual circumstances exist that warrant additional time for such response, and the building official determines that the review is proceeding in a timely manner toward final city decision; or
3. Litigation against the city or applicant is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such application.

15.30.240 Validity of permit.

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance or laws of the city. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the city shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this city.

15.30.245 Permit expiration.

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

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

C. Mechanical and plumbing permits shall expire at the same time as the associated building permit, except that if no associated building permit is issued, the mechanical and/or plumbing permit shall expire 12 months from the date of issuance.

15.30.250 Suspension or revocation.

The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

15.30.255 Placement of permit.

The building permit or copy shall be kept on the site of the work until the completion of the project.

Article VI. Floor and Roof Design Loads

15.30.260 Live loads posted.

Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

Exception: Floors or portions located on a concrete slab on grade.

15.30.265 Issuance of certificate of occupancy.

A certificate of occupancy required by KMC 15.30.500 shall not be issued until the floor loads signs, required by KMC 15.30.260, have been installed.

15.30.270 Restrictions on loading.

It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by the IBC.

Article VII. Submittal Documents

15.30.275 General.

Submittal documents consisting of construction documents, statement of special inspection, structural observation programs, engineering reports and calculations, diagrams, and other data shall be submitted with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the state of Washington. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

15.30.280 Construction documents.

Construction documents shall be in accordance with this section.

A. Information on Construction Documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed in the proper orientation and layout as it is to be constructed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. The plans must include the relevant items listed in this section and any other information or documents as deemed necessary by the building official.

B. Fire Protection System Shop Drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the IBC. Shop drawings shall be prepared by a certified individual as required by the state of Washington.

C. Means of Egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, one- and two-family dwellings as applicable in Section 101.2, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

D. Exterior Wall Envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The

supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Exception: Subject to the approval of the building official, R-3, one- and two-family dwellings, and U occupancies may be exempt from the detailing requirements of this section.

E. Site Plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1 of the IBC; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

F. Plumbing. Plans must be submitted for review and approval whenever the scope of the work is too complex for inspection alone as determined by the building official.

G. Mechanical. Plans must be submitted for review and approval whenever the scope of work is too complex for inspection alone as determined by the building official.

15.30.290 Examination of documents.

The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

15.30.295 Use of consultants.

Whenever review of a building permit application requires retention by the city for professional consulting services, the applicant shall reimburse the city the cost of such professional consulting services. This fee shall be in addition to the normal plan review and building permit fees. The city may require the applicant to deposit an amount with the city estimated in the discretion of the building official to be sufficient to cover anticipated costs of retaining professional consultant services and to ensure reimbursement for such costs.

15.30.300 Approval of construction documents.

When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

15.30.305 Phased approval.

The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted; provided, that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

15.30.310 Design professional in responsible charge – General.

When it is required that documents be prepared by a qualified registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by Section 1710 of the IBC, the statement of special inspections shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur (see also other duties specified in Chapter 17 of the IBC).

15.30.315 Deferred submittals.

For the purposes of this section, "deferred submittals" are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official. The building official is authorized to charge an additional plan review fee to evaluate deferred submittals under the provisions of this section.

15.30.320 Amended construction documents.

Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents. The building official may authorize minor field changes subject to the approval of the field inspector.

15.30.325 Retention of construction documents.

One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, expired permit, or as required by state or local laws.

Article VIII. Temporary Structures and Uses

15.30.330 General.

The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

Exceptions:

A. The building official may authorize unheated tents and yurts under 500 square feet accommodating an R-1 recreational use as a temporary structure and allow them to be used indefinitely. Such sited structures must comply with the Kenmore zoning code provisions for setbacks and lot coverage.

B. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. A temporary growing structure is not considered a building for purposes of this code.

C. The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rules adopted under Chapter 70.114A RCW or Chapter 37, Laws of 1998 (SB 6168).

15.30.335 Conformance.

Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure the public health, safety and general welfare.

15.30.340 Termination of approval.

The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued when the use is in violation of other local ordinances or when the use becomes a public nuisance as defined in the city code.

Article IX. Fees

15.30.345 Payment of fees.

A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

15.30.350 Schedule of permit fees.

On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. The building official is authorized to establish fees for any permit activity not specifically set forth herein.

15.30.355 Plan review fees.

When submittal documents are required by KMC 15.30.275, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The building official may have the option to charge a deposit in lieu of the full plan review fee if the full amount is not known at the time. Any plan review deposit shall be applied toward the total plan review fee owed. The actual permit fees and related plan review fee shall be determined upon completion of the plan review and the balance owing shall be paid at the time of permit issuance. The plan review fee shall be a separate fee from the permit fees specified in this section and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in KMC 15.30.315, an additional plan review fee may be charged.

15.30.360 Master and basic plan program.

A. The city has established a “master” and “basic” plan program, the purpose of which is to allow for an expedited review process for plans that are intended to remain unchanged but used multiple times. Options are allowed to be submitted with the initial registering of the basic plan to accommodate a variation of building styles using the basic plan. When plans are submitted under the city’s master and basic plan program, a plan review fee shall be paid at the time of application for the first or “master” plan. Subsequent plans are called the “basic” plan.

B. Valuations used to compute the permit fees shall include all options submitted with a registered plan. When a registered plan consists of a number of plan options that can produce any number of similar but different buildings, the building official may charge plan review fees based on each different building configuration. Plan review fees shall be paid for at the time of application for a building permit. The building official may have the option to charge a partial deposit in lieu of the full plan review fee. All portions of fees paid as a deposit amount shall be applied to the total plan review fees owed. The applicant shall be required to pay the balance of amount owed for the plan review. The plan review fees specified in this section are separate fees from the permit fees and are in addition to the permit fees.

C. Plan Orientation. Master plan applications do not need to show a reverse or flip as an option. Mirrored plans are allowed at basic plan submittal. Basic plan orientation shall match the site plan.

- D. Preapproved Master Plan. The building official may have the option to accept a basic plan where the master plan has been approved by a MyBuildingPermit.com participating jurisdiction.
- E. Revisions. Once a plan and associated options are reviewed, approved and registered, changes or revisions to that plan are not permitted without requiring the plan to be resubmitted as a new registered plan and pay full new fees.
- F. Field Revision. Once a permit is issued for a registered plan, no revisions will be permitted except for minor field changes as defined in KMC 15.30.025. Changes other than minor field changes will be considered major changes and require the permit holder to resubmit those changes as a new submittal and pay a fee.
- G. Time Limitation. An application for a basic plan associated to a master plan approved and registered under a previous code edition shall not be accepted when there has been a code cycle change as required by the state. When this occurs the master plan shall be submitted as a new registered plan, and pay full new fees.

15.30.365 Building permit valuations.

The applicant for a permit shall provide an estimated permit value at time of application. The determination of value or valuation under any of the provisions of this code shall be made by the building official. The latest edition of the ICC "Building Safety Journal" publication shall be used to determine building valuations for the various building types and occupancies noted in that table except that the valuation for wooden decks, platforms, stairs, carports, and porches shall be \$18.00 per square foot. Regional modifiers shall not be applicable. When a specific building type or occupancy is not noted in the valuation table, the building official is authorized to use any of the classification types noted in the table that most closely resembles the proposed type of building, or determine a valuation type independently.

15.30.370 Work commencing before permit issuance.

Any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee in an amount equal to twice the permit fee, or otherwise established by the building official. The special investigation fee shall be in addition to the required permit fees.

15.30.375 Related fees.

The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

15.30.380 Refunds.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an

application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of application

Article X. Inspections

15.30.390 General.

Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the city. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the city shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the city shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

15.30.395 Preliminary inspections.

Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

15.30.400 Manufacturer's installation instructions.

Manufacturer's installation instructions, as required by this code, shall be available on the job site at the time of inspection.

15.30.405 Required inspections.

The building official, upon notification, shall make the inspections set forth in Sections 109.4.1 through 109.4.11.

15.30.410 Footing and foundation inspection.

Footing and foundation inspections shall be made after poles or piers are set or trenches or basement areas are excavated and all required hold-down anchor bolts, hold-down straps, any forms erected, and any required reinforcing steel is in place and supported. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

15.30.415 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, slab insulation, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

15.30.420 Lowest floor elevation.

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in IBC Section 1612 or IRC Section R322 shall be submitted to the building official. FEMA flood elevation certificates shall contain an original stamp and signature of the surveyor, licensed by the state of Washington, and shall document the elevation of the lowest floor, including basement, and other information required by the flood elevation certificate.

15.30.425 Exterior wall sheathing inspection.

Exterior wall sheathing shall be inspected after all wall framing is complete, strapping and nailing is properly installed but prior to being covered.

15.30.430 Roof sheathing inspection.

The roof sheathing shall be inspected after all roof framing is complete. No roof coverings shall be installed until inspections are made and approved.

15.30.435 IMC/UPC/GAS/NEC rough in inspection.

Rough in mechanical, gas piping, plumbing and electrical shall be inspected when the rough in work is complete and, if required, under test. No connections to primary utilities shall be made until the rough in work is inspected and approved.

15.30.440 Frame inspection.

Framing inspections shall be made after the roof deck, wall sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, fire suppression piping, heating wires, pipes and ducts are approved and the building is substantially dried in.

15.30.445 Multi-unit residential building enclosure inspection.

Chapter 64.55 RCW, Engrossed House Bill (EHB) 1848, requires affected multi-unit residential buildings to provide a building enclosure inspection performed by a third-party, independent, and qualified inspector during the course of initial construction and during rehabilitative construction. The city does not verify the qualifications of the inspector or determine whether the building enclosure inspection is adequate or appropriate. However, the city is prohibited from issuing a certificate of occupancy for the building until the inspector prepares a report and submits to the building department a signed letter certifying that the building enclosure has been

constructed in substantial compliance with the building enclosure design documents. Reference Chapter 64.55 RCW for additional requirements.

15.30.450 Lath inspection and gypsum board inspection.

Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance rated assembly or a shear assembly.

15.30.455 Fire- and smoke-resistant penetrations.

Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

15.30.460 Energy efficiency inspection.

A. Envelope.

1. Wall Insulation Inspection. To be made after all wall insulation and air vapor retarder sheet or film materials are in place, but before any wall covering is placed.
2. Glazing Inspection. To be made after glazing materials are installed in the building.
3. Exterior Roofing Insulation. To be made after the installation of the roof insulation, but before concealment.
4. Slab/Floor Insulation. To be made after the installation of the slab/floor insulation, but before concealment.

B. Mechanical.

1. Mechanical Equipment Efficiency and Economizer. To be made after all equipment and controls required by this code are installed and prior to the concealment of such equipment or controls.
2. Mechanical Pipe and Duct Insulation. To be made after all pipe, fire suppression piping and duct insulation is in place, but before concealment.

C. Lighting and Motors.

1. Lighting Equipment and Controls. To be made after the installation of all lighting equipment and controls required by this code, but before concealment of the lighting equipment.
2. Motor Inspections. To be made after installation of all equipment covered by this code, but before concealment.

15.30.465 Reinspection.

The building official may require a structure or portions of work to be reinspected. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which the inspection was requested is not complete; or when previous corrections called for

are not made; or when there are reoccurring missed items that have previously been identified to the same builder on multiple lots; or when the approved plans and permit are not on site in a conspicuous or pre-approved location; or when the building is not accessible. In instances where reinspection fees have been assessed, no additional inspection of the work shall be provided by the city until the required fees are paid.

15.30.470 Other inspections.

In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

15.30.475 Special inspections.

In addition to the inspections noted above, the building official is authorized to require special inspections for any type of work related to the technical codes by an approved agency at no cost to the city.

15.30.480 Final inspection.

The final inspection shall be made after all work required by the building permit is completed.

15.30.485 Inspection agencies.

The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

15.30.490 Inspection requests.

It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

15.30.495 Approval required.

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

Article XI. Certificate of Occupancy

15.30.500 Use and occupancy.

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official

has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the city.

Exceptions:

A. Work exempt from permits per KMC 15.30.205.

B. For single-family dwellings and their accessory structures, the city-issued building permit inspection record may serve as the certificate of occupancy when the final inspection has been approved by the building department.

15.30.505 Certificate issued.

After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the building department, the building official shall issue a certificate of occupancy that contains the following:

A. The building permit number.

B. The address of the structure.

C. The name and address of the owner.

D. Project name.

E. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

F. The name of the building official.

G. The edition of the code under which the permit was issued.

H. The use and occupancy.

I. The type of construction.

J. The design occupant load.

K. If an automatic sprinkler system is provided, and whether the sprinkler system is required.

L. Any special stipulations and conditions of the building permit.

15.30.510 Temporary or phased occupancy.

The building official is authorized to issue a temporary or phased certificate of occupancy before the completion of the entire work covered by the permit; provided, that such portion or portions shall be occupied safely. The building official is authorized to require, in addition to the completion of life safety building components, any or all accessibility components. The building official shall set a time period during which the temporary or phased certificate of occupancy is valid. The building official is authorized to require that a performance bond be posted with the city in an amount equal to 150 percent of the incomplete work as determined by the design professional. The bond shall be refundable upon inspection, final approval and a request in writing for the refund. It shall be the duty of the applicant to request the refund.

15.30.515 Revocation.

The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

Article XII. Service Utilities

15.30.520 Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

15.30.525 Temporary connection.

The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

15.30.530 Authority to disconnect service utilities.

The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life or property, or when such utility connection has been made without the required approval. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

Article XIII. Appeals

15.30.535 General.

Appeals of orders, decisions or determinations made by the building official shall be made to the hearing examiner in accordance with the requirements and process of Chapter 19.30 KMC.

15.30.540 Limitations on authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.30.545 Qualifications.

Repealed by Ord. 12-0333.

15.30.550 Reconsideration.

Repealed by Ord. 12-0333.

15.30.555 Corrections.

Repealed by Ord. 12-0333.

15.30.560 Court review.

Repealed by Ord. 12-0333.

Article XIV. Violations

15.30.565 Unlawful acts.

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

15.30.570 Notice of violation.

The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

15.30.575 Prosecution of violation.

If the notice of violation is not complied with in the time prescribed by such notice, the building official is authorized to request the legal counsel of the city to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

15.30.580 Violation – Penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

Article XV. Stop Work Order

15.30.585 Authority.

Whenever the building official finds any work being performed in a manner either contrary to the provisions of this code or other pertinent laws or ordinances that are violated during the course of work authorized by the building permit, the building official is authorized to issue a stop work order.

15.30.590 Issuance.

The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

15.30.595 Investigation fee.

The building official is authorized to assess a special investigation fee for the issuance of a stop work order when work has started without the issuance of a permit. The special investigation fee shall be determined by KMC 15.30.370.

15.30.600 Unlawful continuance.

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Article XVI. Unsafe Structures and Equipment

15.30.605 General.

Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings or the 1997 Edition of the Uniform Housing Code. A vacant structure that is not secured against entry shall be deemed unsafe.