

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - PO Box 82607, Kenmore WA 98028 - Phone: 425-398-8900 - Fax: 425-481-3236

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, July 11, 2011
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL TO ORDER REGULAR MEETING - 7:00 p.m.

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CONSENT AGENDA

- A. Minutes of the June 13, 2011 Regular Council Meeting and June 20, 2011 Regular Council Meeting.
- B. Approval of Claim Nos. 24107 - 24190 in the amount of \$328,024.07 for the period ending June 30, 2011.

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. BUSINESS AGENDA

- A. Discussion and Possible Adoption of Ordinance No. 11-0328 Amending Code Enforcement Regulations - Bryan Hampson, Director of Land Development and Permitting

VII. BUSINESS AGENDA

- B. Authorize the City Manager to Execute, Upon Final Review by the City Attorney, Contract No. 11-C954 with King County for Enhanced Animal Field Services, for a term of August 1, 2011 through December 31, 2012. Services and costs will be shared with the Cities of Shoreline and Lake Forest Park - Nancy Ousley, Assistant City Manager

VIII. COUNCILMEMBER COMMENTS/REPORTS

IX. ADJOURNMENT

Upcoming Meetings:

July 18, 2011	7:00 p.m.	Monday	Regular Council Meeting
July 25, 2011	7:00 p.m.	Monday	Regular Council Meeting

DRAFT
City of Kenmore
City Council Regular Meeting
Minutes
June 13, 2011

CALL TO ORDER - Mayor David Baker called the meeting to order at 7:00 p.m.

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

Staff present: Fred Stouder, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Debbie Bent, Director of Community Development; Lauri Anderson, Senior Planner; Jennifer Gordon, Public Works Operations Manager; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Kenmore resident Dennis Mendrey led the flag salute.

AGENDA APPROVAL

Councilmember Laurie Sperry moved to approve the agenda as submitted.
Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

CONSENT AGENDA

Councilmember Glenn Rogers pulled Item D “Authorize the City Manager to Sign Supplemental Agreement No. 9 to Contract No. 07-C602, with HDR Engineering, Inc., for the SR 522 Transportation Improvement Projects, in the Amount of \$44,829.80” from the consent agenda for separate consideration.

Councilmember Bob Hensel moved to approve the consent agenda as amended.
Councilmember Laurie Sperry seconded the motion to approved the Minutes of the April 18, 2011 Regular Council Meeting and April 25, 2011 Regular Council Meeting; Approval of Claim Nos. 23942 - 24042 for a total amount of \$357,799.06 for the period ending June 2, 2011; and Accept February 2011 Financial Report for the City of Kenmore. The motion passed unanimously.

CITIZEN COMMENTS

Dennis Mendrey, 6410 NE 182nd St., Kenmore, was present to state his concerns relating to the high engineering costs associated with SR 522.

Discussion on Item D that had been pulled from the consent agenda by Councilmember Glenn Rogers for separate consideration.

Ron Loewen, City Engineer, was available to answer any questions.

Councilmember Glenn Rogers moved to Authorize the City Manager to Sign Supplemental Agreement No. 9 to Contract No. 07-C602, with HDR Engineering, Inc., for the SR 522 Transportation Improvement Projects, in the Amount of \$44,829.80. Councilmember Laurie Sperry seconded the motion. The motion passed unanimously.

BUSINESS AGENDA

Authorize the Sale of the SR 522 Street Lights to Puget Sound Energy and Authorize the City Manager to Execute a Bill of Sale and Contract No. 11-C908 Transfer Agreement and Maintenance Order with Puget Sound Energy – Ron Loewen, City Engineer, was present to provide a report in which he reviewed that the City installed custom street and pedestrian lighting as part of the SR 522 projects. He stated that this system, 131 poles and luminaries, will need to be maintained as luminaries burn out, poles become damaged, or conduit or wiring needs replacement. He stated that City staff contacted Intolight, a subsidiary of Puget Sound Energy (PSE), who installs and maintains the existing street lighting system in Kenmore. He was also available to answer any questions.

Sheri Clark and Jim Kennedy, PSE representatives, were present to provide a presentation on IntoLight. They were also available to answer any questions.

Discussion followed.

Councilmember Allan Van Ness moved to Authorize the Sale of the SR 522 Street Lights to Puget Sound Energy and Authorize the City Manager to Execute a Bill of Sale and Contract No. 11-C908 Transfer Agreement and Maintenance Order with Puget Sound Energy. Councilmember Bob Hensel seconded the motion. The motion passed 6-1 with Councilmember John Hendrickson voting no.

Review of Proposed Amendments to Development Regulations Including Title 17 (Land Division), Title 18 (Zoning) and Title 19 (Planning Policies and Procedures) of the Kenmore Municipal Code and Request for Council Direction Regarding Scheduling June 29, 2011 for a Council Workshop Meeting and July

18, 2011 for a Public Hearing – Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner, were present to provide an overview of the proposed amendments to Title 17, Title 18, and Title 19. They were also available to answer any questions.

Fred Stouder, City Manager, distributed a proposed schedule for review, workshop, public hearing and direction regarding proposed amendments to the Kenmore Development Regulations. He was also available to answer any questions.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember John Hendrickson distributed to Council and then explained his financial document-related handouts. He shared his concerns related to the accuracy of the CIP forecast. He wants staff to go back to 6-year projections for Operation and Capital Projects.

Councilmember Bob Hensel briefly reviewed the recommendations from Suburban Cities Association South Central Area Caucus that are being passed on to Puget Sound Partnership.

Councilmember Laurie Sperry reminded everyone that the new Kenmore Library preview party will be held on June 29th and the official grand opening is scheduled for July 9th.

Councilmember Glenn Rogers took the opportunity to congratulate the citizens of Kenmore for supporting where we are as a city in terms of leadership, as was shown by no one running against the Mayor, Deputy Mayor and a new Council candidate Brent Smith. He stated how pleased he is that all 3 will be serving terms on the Council from 2012 through 2016.

Councilmember Allan Van Ness provided a brief update on the recent Suburban Cities Association Public Issues Committee meeting he attended on behalf of the Mayor.

Mayor David Baker provided an update on the Regional Transit Committee meeting he attended. He also reviewed the highlights of his recent National League of Cities (NLC) trip back to Washington D.C.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 9:00 p.m.

Mayor David Baker

ATTEST:

City of Kenmore - Regular Council Meeting Minutes
June 13, 2011

Lynn Suskin, City Clerk

Draft
City of Kenmore
City Council Regular Meeting
Minutes
June 20, 2011

CALL TO ORDER - Mayor David Baker called the meeting to order at 7:00 p.m.

Councilmembers present: Mayor David Baker, and Councilmembers John Hendrickson, Laurie Sperry, and Allan Van Ness.

Councilmembers excused: Deputy Mayor Milton Curtis, Councilmember Glenn Rogers and Councilmember Bob Hensel

Staff present: Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Leroy Anenson led the flag salute.

AGENDA APPROVAL

Councilmember Laurie Sperry moved to approve the agenda as submitted. Mayor David Baker seconded the motion. The motion passed unanimously.

CONSENT AGENDA

Councilmember Laurie Sperry moved to approve the consent agenda as submitted. Mayor David Baker seconded the motion to approve the Minutes of the May 9, 2011 Regular Council Meeting; Accept March 2011 Financial Reports for the City of Kenmore; and Authorize the City Manager to Execute Contract No. 11-C946 with the Kenmore Heritage Society to Permit the Organization to Purchase and Sell Flags which Display the City's Copyrighted Logo. The motion passed unanimously.

CITIZEN COMMENTS

Leroy Anenson, 5016 NE 194th Place, Lake Forest Park, was present to provide a brief overview on the history of the Kenmore flag.

PROCLAMATION

Honoring Kenmore Resident, Knut Einarsen – Mayor David Baker, on behalf of the entire Council, read the proclamation honoring a “hero right in our backyard,” Knut Einarsen.

BUSINESS AGENDA

Adopt Ordinance No. 11-0327, an Ordinance of the City of Kenmore, Washington, Amending Chapter 6.05 of the Kenmore Municipal Code to Add a New Section 6.05.275 Making it Unlawful to Fail to Remove Animal Waste on Public Property or Private Property of Another, and Fixing an Effective Date - Nancy Ousley, Assistant City Manager was present to provide a brief staff report. She distributed and reviewed an Animal Waste Regulations Jurisdiction Comparison table. She was also available to answer any questions.

Councilmember Laurie Sperry moved to adopt Ordinance No. 11-0327, an Ordinance of the City of Kenmore, Washington, Amending Chapter 6.05 of the Kenmore Municipal Code to Add a New Section 6.05.275 Making it Unlawful to Fail to Remove Animal Waste on Public Property or Private Property of Another, and Fixing an Effective Date. Councilmember Allan Van Ness seconded the motion.

Discussion followed.

Mayor David Baker moved to amend the main motion to include language that would exempt service dogs in harness. Councilmember Laurie Sperry seconded the motion. The motion passed unanimously.

Councilmember Allan Van Ness moved to adopt as amended Ordinance No. 11-0327, an Ordinance of the City of Kenmore, Washington, Amending Chapter 6.05 of the Kenmore Municipal Code to Add a New Section 6.05.275 Making it Unlawful to Fail to Remove Animal Waste on Public Property or Private Property of Another, and Fixing an Effective Date. Councilmember Laurie Sperry seconded the motion. The motion failed 3 – 1 with Councilmember John Hendrickson voting no.

Mayor David Baker explained that it failed because in order for an ordinance to pass, there needs to be a majority vote of the entire Council.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember John Hendrickson discussed a development in the City of Brier in regard to its detention vault. He stated that he would like to know if our City is taking responsibility and ownership of detention vaults in large developments.

ADJOURNMENT

City of Kenmore - Regular Council Meeting Minutes
June 20, 2011

Mayor David Baker adjourned the regular meeting at 7:42 p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

City of Kenmore **Voucher Certification and Approval**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 24107 - 24190 which total \$328,024.07 are just, due, and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.

City Manager

Date

Finance Director

Date

Check	Name	Description	Net amount
24107	WA ASSOC FOR FLOODPLAIN MANAGEMENT	Floodplain Management Registration	\$ 50.00
24108	BAKER, DAVID	May 2011 Business Meetings	232.74
24109	AWC EMPLOYEE BENEFITS	Payroll Entry	31,312.65
24110	CITY OF LAKE FOREST PARK	May 2011 Streets Contract	58,546.51
24111	CROWN PRODUCTS LLC	Parks Materials	550.64
24112	ALLIED WASTE SERVICES #172	May 2011 Trash Services	715.39
24113	HOME DEPOT	Parks Building Repairs	35.41
24114	KING COUNTY FINANCE	May 2011 Disposal Fees	88.78
24115	KING COUNTY RADIO COMM SERVICES	May - July 2011 Radio Maintenance	240.53
24116	NORTHSHORE UTILITY DIST	Water Bills	1,638.65
24117	NORTHSHORE UTILITY DIST	May 2011 Fleet Maintenance	2,772.64
24118	PACIFIC TOPSOILS	May 2011 Landscape Maintenance	285.00
24119	PUGET SOUND ENERGY	Electricity Bills	5,988.40
24120	CEMEX	Pothole Patching	246.64
24121	TOTAL LANDSCAPE CORP	Landscape Maintenance	1,576.80
24122	WA STATE DEPT OF TRANSPORTATION	April 2011 Signal Maintenance	1,135.94
24123	COLUMBIA RIDGE LANDFILL	May Solid Waste Disposal Fees	1,766.03
24124	NATIONWIDE FINANCIAL 401a	Payroll Entry	9,501.34
24125	NATIONWIDE RETIREMENT SOLUTIONS 457	Payroll Entry	1,570.00
24126	ICMA RETIREMENT TRUST 457 - 304745	Payroll Entry	2,219.22
24127	DRS 457	Payroll Entry	1,706.66
24128	CITY OF KENMORE FS	Payroll Entry	176.96
24129	BANK OF AMERICA 941	Payroll Entry	10,902.70
24130	DEPARTMENT OF RETIREMENT SYSTEMS	Payroll Entry	6,817.69
24131	DEPARTMENT OF LABOR AND INDUSTRIES	Payroll Entry	1,362.50
24132	ESA ADOLFSON	Swamp Creek Park Restoration	853.07
24133	BULGER SAFE & LOCK, INC.	Facility Supplies	98.55
24134	CASCADE PEST CONTROL	June 2011 Pest Control	142.35
24135	CITY OF BELLEVUE	Q1 2011 MBP Surcharge	1,455.78
24136	COASTWIDE LABORATORIES	Facility Maintenance Supplies	90.80
24137	DAILY JOURNAL OF COMMERCE	June 2011 Legal Notices	118.80
24138	AFLAC	June 2011 Admin Fees	50.00
24139	FRUHLING SAND & TOPSOIL	Downed Tree Removal Debris Removal	24.00

VB. Approval of Claim Nos. 24107 - 24190 in the amount of \$328,024.07 for the period ending June 30, 2011.

24140 FULL MAINTENANCE GARDENING	May 2011 6700 Bldg. Maintenance	373.40
24141 GRAY & OSBORNE, INC	Tributary 057 Channel Relocation	719.60
24142 INSLEE, BEST, DOEZIE & RYDER, P.S.	SR 522 Mid Mountain Expense Reimb.	36,835.00
24143 JET CITY PRINTING	4th of July & Summer Concert Posters	451.68
24144 KCDA PURCHASING COOP	WA State & US Flags	557.22
24145 KING COUNTY W.L.R.D.	2011 WRIA 8	2,208.67
24146 KING COUNTY FINANCE	May 2011 Streets Contract & Jail	35,476.15
24147 SOUND PUBLISHING, INC.	Kenmore Reporter Advertisement	720.00
24148 KING COUNTY PUBLIC DEFENSE	May 2011 Indigency Screening	823.43
24149 LIGHTHOUSE CONSULTING INC	Server Upgrade, Consulting, & Software	5,069.30
24150 MR. T'S TROPHIES	Award Plaque Printing	152.76
24151 NEXTEL COMMUNICATIONS	April 2011 Staff & PD Cell Phones	828.25
24152 NORTSHORE FIRE DEPT	2011 Annual Fire Permit	200.00
24153 OTAK	NLW Trib 0056 Improvements	5,727.03
24154 PUGET SOUND ENERGY	Electricity Bills	7,040.95
24155 SUBURBAN CITIES ASSOC	SCA Networking Dinner-6/15/11	45.00
24156 TOTAL LANDSCAPE CORP	Q2 2011 Park & Ride Maintenance	6,864.11
24157 AURORA RENTS	Overlay Prep Rental Tools	392.01
24158 NetVersant	NE 181st St. Improvements	9,959.70
24159 ENTERTAINMENT FIREWORKS INC	4th of July Fireworks Display	12,025.00
24160 SNOHOMISH COUNTY	May 2011 Jail Services	26,558.25
24161 HEARTLAND	May 2011 Kenmore Redevelopment	5,765.01
24162 MAIL FINANCE	June 2011 Postage Machine Lease	250.76
24163 BANNER BANK CS	Citizen Academy, Supplies, & Mtgs.	904.09
24164 BANNER BANK LB	Conference Hotel	879.18
24165 DIGITAL REPROGRAPHICS SERVICES INC.	PRR Photocopying	141.45
24166 TRAFFIC COUNT CONSULTANTS, INC	SR 522 Traffic Count	800.00
24167 BANNER BANK NO	Registration, Mtgs. & Econ. Development	416.09
24168 QUALITY BUSINESS SYSTEMS	May 2011 Photocopier Usage	46.48
24169 PERKINS COIE	April & May Urban Partners Project	6,228.00
24170 BANNER BANK JG	Conference Hotel & Comp. Hardware	1,104.37
24171 BEEGEE TOLPA	Summer Concert Poster Design	700.00
24172 PUGET SOUND BUSINESS JOURNAL	Annual Subscription Fees	94.00
24173 BANNER BANK KENMORE	NLC Conf Rental Car, Gas, & Parking	220.52
24174 BANNER BANK KENMORE	Conf. Registration & Server Software	2,945.66
24175 BANNER BANK JGORDON	Facility Supplies	619.43
24176 UNIVERSAL FIELD SERVICES	May 2011 ROW Services	288.85
24177 KENMORE ELEMENTARY PTA	Q2 2011 Social Services Crisis	2,000.00
24178 CLARITY SIGNS	Firework, Concert, & 4th of July Signs	1,026.57
24179 TOWNE CENTRE HARDWARE	Park Materials, Repair & ROW Materials	136.15
24180 FIRE PROTECTION, INC	City Hall Alarm Monitoring	783.48
24181 ASP, ANGELA	4th of July Poster Design/Set-Up	210.00
24182 AM TEST, INC	Water Sample Analysis	125.00
24183 SCHINDLER ELEVATOR CORPORATION	City Hall Elevator Maintenance	862.64
24184 WELLS FARGO FINANCIAL	June 2011 Photocopier Lease	803.43
24185 DEVRIES, DENIS	Mileage Reimbursement	29.07
24186 WA ASSOC FOR FLOODPLAIN MANAGEMENT	Conference Registration	50.00
24187 JURASSIC PARLIAMENT	Council Meeting Consultants	710.95
24188 OFFICE CLEANING CREW	May & June Janitorial Services	2,102.85
24189 BENNETT, STUART	Mechanical Permit Refund	29.36
24190 SHORELINE PUBLIC SCHOOLS	District Building Rental	450.00

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\$ 328,024.07

PRIOR VENDOR ACTIVITY

	Previous YTD
3CMA	\$ 375.00
A+ CONFERENCING	146.85
AA PARTY RENTALS	379.96
ACTION ENTERTAINMENT	395.00
ACTIVE SHOOTER TRAINING LLC	815.90
ADT SECURITY SERVICES	812.26
AFLAC	6,531.12
ALCALDE & FAY	40,359.90
ALLIANCE OF PEOPLE W/ DISABILITIES	386.25
ALLIED WASTE SERVICES #172	4,982.31
ALPHA COURIER SERVICES	33.60
AM TEST, INC	875.00
AMERICAN GENERAL	2,889.30
AMERICAN PLANNING ASSOCIATION	1,501.00
AMERICAN PUBLIC WORKS ASSOCIATION	503.42
AMERICAN SOCIETY OF COMPOSERS	305.00
AMES2BFIT	50.00
ANDERSON, LAURI	27.94
ANDONIADIS INC	826.17
ARGENS	15.88
ASSOCIATION OF WA CITIES	13,970.00
AT WORK	1,230.25
AURORA RENTS	215.47
AWC EMPLOYEE BENEFITS	208,137.01
BABB, MICHELLE	186.92
BAKER, DAVID	2,059.81
BANK OF AMERICA 941	172,993.50
BANNER BANK BH	327.66
BANNER BANK CS	3,502.79
BANNER BANK DB	930.49
BANNER BANK JG	6,266.20
BANNER BANK JGORDON	5,607.18
BANNER BANK KENMORE	19,409.76
BANNER BANK LB	976.12
BANNER BANK LD	5,304.49
BANNER BANK NO	2,874.09
BASTYR UNIVERSITY	194,494.20
BAYLES, GREGORY	50.00
BEKINS NORTHWEST	303.45
BIS	3,250.00
BLACKBAUD	4,956.23
BLUE WAVE CONSTRUCTION, INC	24,671.83
BODINE CONSTRUCTION SERVICES, INC	383.25

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BOTHELL SKI & BIKE	120.44
BRAVO ENVIRONMENTAL SERVICE	108,003.47
C. ANDERSON & CO.	1,209.98
CALIBRE HOMES, INC	7,500.00
CALPORTLAND COMPANY	2,037.77
CARLSON, THOMAS G.	858.16
CASCADE PEST CONTROL	1,100.51
CATHOLIC COMMUNITY SERVICES	3,012.75
CEMEX	2,663.03
CENTER FOR HUMAN SERVICES	16,140.00
CHAMPION COURIER	78.25
CHILDERS, MARK	401.00
CITY OF BELLEVUE	396,133.25
CITY OF CLYDE HILL	583.00
CITY OF KENMORE FS	2,549.31
CITY OF LAKE FOREST PARK	368,050.31
CITY OF RENTON	980.00
CITY OF SHORELINE	558.99
CLARITY SIGNS	1,061.06
CLYDE/WEST	1,215.87
COASTAL WEAR PRODUCTS INC	1,350.51
COASTWIDE LABORATORIES	4,644.97
CODE 4 PUBLIC SAFETY EDUCATION	198.00
CODE PUBLISHING COMPANY	547.50
COFFMAN, JON	183.00
COLUMBIA RIDGE LANDFILL	12,319.59
COMCAST	879.20
COMMERCIAL SOUND, INC.	1,444.26
CONSEJO COUNSELING & REF	1,250.00
CONSOLIDATED PRESS	4,383.06
CORNERSTONE ROOFING	98.50
COSTCO RETAIL SERVICES	27.62
COX PRINTING & SIGNS	399.68
CPSWQ	100.00
CROWN PRODUCTS	940.86
CSAT, LLC	1,600.00
CURRY, ROSS	183.00
DAILY JOURNAL OF COMMERCE	703.00
DANSOUND INC	657.00
DBM CONTRACTORS, INC	4,825.95
DELL MARKETING L.P.	4,275.06
DEPARTMENT OF ECOLOGY	5,082.52
DEPARTMENT OF LABOR AND INDUSTRIES	20,086.34
DEPARTMENT OF LICENSING	10.00
DEPARTMENT OF RETIREMENT SYSTEMS	108,383.81
DEVRIES, DENIS	89.25
DIGITAL REPROGRAPHICS SERVICES INC.	1,117.85
DOWL HKM	11,725.00
DRS 457	24,641.40
DURRANT, JEFF	879.25
EARTHCORPS	15,204.18

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EAST JORDAN IRON WORKS	1,152.48
EFFICIENCY INC	949.37
EMERGENCY FEEDING PROGRAM	2,500.00
EMERGENCY SERVICE COORDINATING AGCY	56,137.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	2,554.01
ESA ADOLFSON	9,049.02
EVANS, C. WILLIAM	5,247.00
EVERGREEN PRINT SOLUTIONS	372.41
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,099.25
FAZZARI MARKETING	1,411.18
FEASEL, ROBERT	665.00
FEDEX OFFICE	26.61
FERGUSON ENTERPRISES INC	9,089.62
FIRE PROTECTION, INC	959.22
FRONTIER	6,884.82
FRUHLING SAND & TOPSOIL	1,009.28
FULL MAINTENANCE GARDENING	2,313.90
GEOENGINEERS INC	19,783.25
GIBBONS & RIELY, PLLC	750.00
GORDON DERR	4,266.00
GORDON THOMAS HONEYWELL	24,697.14
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAHAM CONTRACTING LTD.	443,599.44
GRAINGER	6,478.57
GRAY & OSBORNE, INC	2,386.37
GREGORY, JOANNE	415.68
GREYSTONE COMMERCIAL SERVICE LP	174.79
GRIESEL, LEONARD	18.80
H.W. LOCHNER, INC.	134,106.17
HAMMOND COLLIER WADE LIVINGSTONE	1,050.00
HANSON CONSULTING SERVICES	1,269.00
HARRIS COMPUTER SYSTEMS	6,317.06
HARRIS, LESLIE	367.01
HDR	141,520.51
HEARTLAND	14,272.96
HEATERMEALS	1,193.21
HERO HOUSE	773.75
HOME DEPOT	727.18
HONEY BUCKET	125.00
HOPELINK	28,544.00
HOPKINS, CRAIG	171.87
ICMA RETIREMENT TRUST 457 - 304745	32,538.30
ICOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	3,998.45
INFRASOURCE CONTRACTING LLC	29.36
INSLEE, BEST, DOEZIE & RYDER, P.S.	107,576.33
INSTITUTE FOR FAMILY DEVELOPMENT	3,938.00
INSTRUMENTATION NORTHWEST INC.	1,560.58
INTEGRA TELECOM	5,939.57
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,154.43

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INTERNATIONAL INST OF MUNI CLERKS	560.00
iWORQ SYSTEMS	4,800.00
J&K ASSOCIATES	10,789.04
J. MURPHEY CONSTRUCTION	42.67
JBS INSTRUMENTS	3,360.75
JET CITY PRINTING	3,832.48
JOHN E. REID & ASSOCIATES	580.00
JONES & STOKES	129.31
KCDA PURCHASING COOP	8,771.33
KELLY PRINTING & GRAPHICS	3,611.32
KENMORE ELEMENTARY PTA	3,666.67
KENMORE HERITAGE SOCIETY	25.00
KENYON DISEND, PLLC	13,166.87
KEY EQUIPMENT FINANCE	2,697.00
KING COUNTY	200.00
KING COUNTY W.L.R.D.	173,849.54
KING COUNTY ANIMAL SVCS	3,555.00
KING COUNTY DEPT OF CONST PROP SVCS	1,503.57
KING COUNTY FINANCE	509,906.01
KING COUNTY FIRE DISTRICT	850.00
KING COUNTY LIBRARY SYS	33,440.00
KING COUNTY PARKS	814.34
KING COUNTY PUBLIC DEFENSE	5,078.13
KING COUNTY RADIO COMM SERVICES	8,982.46
KING COUNTY RECORDER'S OFFICE	343.00
KING COUNTY SHERIFF	734,947.21
KING COUNTY TREASURY	38,465.70
KONICA MINOLTA BUSINESS SOLUTIONS	5,503.36
KUKER-RANKEN INC	536.98
KUSTOM SIGNALS, INC.	263.09
LACHAPELLE, NATALIE	300.00
LIGHTHOUSE CONSULTING INC	12,478.34
LOEWEN, RON	76.00
LONGFELLOW, JONATHAN	420.00
LORBIECKI, GLENN	50.00
LYONS, KEN	6,687.40
MAACO	368.96
MAAS, NORMAN	2,520.00
MAIL FINANCE	1,767.86
MATRIX CONSULTING GROUP	20,366.00
MIDMOUNTAIN CONTRACTORS, INC	82,850.60
MILNE ELECTRIC, INC	24,187.00
MINZGHOR, NICHOLAS	1,411.92
MOBILE ELECTRICAL DISTRIBUTORS INC	12.13
MR. T'S TROPHIES	830.62
NAMI EASTSIDE	400.00
NATIONAL ALLIANCE ON MENTAL ILLNESS	1,081.50
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	1,582.27
NATIONAL LEAGUE OF CITIES	3,849.00
NATIONAL LIFE OF VERMONT	2,848.77

VB. Approval of Claim Nos. 24107 - 24190 in the amount of \$328,024.07 for the period ending June 30, 2011.

NATIONWIDE FINANCIAL 401a	141,618.11
NATIONWIDE RETIREMENT SOLUTIONS 457	14,800.00
NEBC	195.00
NEXTEL COMMUNICATIONS	4,798.66
NORTHSHORE FIRE DEPT	7,282.60
NORTHSHORE PAVING INC	537.90
NORTHSHORE SENIOR CENTER	11,750.00
NORTHSHORE UTILITY DIST	56,249.62
NORTHSHORE YOUTH & FAMILY SERVICES	17,500.00
OAC SERVICES, INC	44,469.71
OFFICE DEPOT	842.99
OFFICE TEAM	10,676.21
OLYMPIC ENVIRONMENTAL RESOURCES	19,804.19
OM WORKSPACE	5,303.59
OSTROM DRUGS	557.40
OTAK	122,052.63
OUSLEY, NANCY	1,108.08
PACE ENGINEERS, INC.	3,057.50
PACIFIC NW TITLE CO OF WA, INC	1,095.00
PACIFIC TOPSOILS	6,065.19
PASSPORT TRAVEL AND TOURS	2,977.70
PAWS	5,225.00
PENDLETON CONSULTING LLC	9,099.47
PEOPLES STORAGE	1,360.00
PETTY CASH CUSTODIAN	1,155.07
PHOTOTAINMENT	876.00
PHSI PURE WATER FINANCE	905.67
PLATT	506.41
PRIME PACIFIC BANK	60.00
PRSA	277.00
PRUDENTIAL	746.26
PUGET SOUND CLEAN AIR AGENCY	10,989.00
PUGET SOUND ENERGY	581,863.12
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REFRIGERATION	2,207.52
PURE WATER TECH OF PUGET SOUND	136.88
QUALITY BUSINESS SYSTEMS	11,829.04
RODGERS, MICHAEL	184.00
ROGERS, GLENN	2,512.74
RON KASPRISIN AIA	902.29
ROUNDY, CASSANDRA	50.00
S & S UPHOLSTERY	1,067.63
SAFRIN, PATTY	979.57
SARAH ROBERTS	64,200.00
SCHINDLER ELEVATOR CORPORATION	380.73
SCHLOTZHAUER FIRM PS	13,080.00
SEATTLE TIMES	2,895.69
SECRETARY OF STATE	55.00
SEES TREES AND EXCAVATION INC	1,007.40
SEMAIAHMOO RESORT	520.56
SERVICE ELECTRIC	869.08

VB. Approval of Claim Nos. 24107 - 24190 in the amount of \$328,024.07 for the period ending June 30, 2011.

SHARAM FAMILY	19,444.40
SHATTUCK, NANCY	5,600.00
SHRED-IT	396.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	33,014.87
SOUND LAW CENTER	7,542.50
SOUND PUBLISHING, INC.	2,016.00
STAPLES ADVANTAGE	4,977.11
STAR NORTHWEST, INC	56,941.47
STEPHENS, MARY	5,000.00
STEWART BEALL MACNICHOLS	24,300.00
STOUDER, FRED	1,359.01
SUBURBAN CITIES ASSOC	11,784.87
SUNBELT	119.55
SUSKIN, LYNN	626.10
SUSSMAN/PREJZA & CO, INC	44,299.58
TELESYSTEMS WEST	585.83
THE KIPLINGER TAX LETTER	89.00
THE PIN CENTER	920.00
TIGER CONSTRUCTION & EXCAVATION	5,950.00
TIMEMARK INCORPORATED	106.76
TITAN OUTDOOR, LLC	862.00
TOTAL LANDSCAPE CORP	45,749.27
TOWN & COUNTRY FENCE, INC	427.05
TOWNE CENTRE HARDWARE	376.78
TRAFFIC COUNT CONSULTANTS, INC	3,650.00
TRAN, SHAUN & DINH LIEU	415.80
T-TRAN LANDSCAPING & CONCRETE	8,760.00
ULI/SEATTLE DISTRICT CNCL	45.00
UNITED STATES POSTMASTER	1,440.19
UNITED WAY OF KING COUNTY	897.00
UNIVERSAL FIELD SERVICES	7,585.00
UNIVERSITY OF WASHINGTON	1,210.00
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	4,450.82
VAN NESS, ALLAN	1,833.21
VAUGHAN, KENT	76.00
W.S.S.R.O.A.	450.00
WA CITIES INSURANCE AUTHORITY	124,502.00
WA FINANCE OFFICERS ASSOCIATION	100.00
WA GUARANTEED EDUCATION TUITION	3,320.00
WA RECREATION & PARK ASSOCIATION	129.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	3,877.31
WA STATE PARKS & RECREATION	2,700.00
WARDS NATURAL SCIENCE	1,237.95
WASHINGTON CITY/COUNTY MGMT ASSOC	160.00
WASHINGTON ENERGY SERVICES	120.70
WASHINGTON MILITARY DEPARTMENT	5,009.34
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	13,469.52

VB. Approval of Claim Nos. 24107 - 24190 in the amount of \$328,024.07 for the period ending June 30, 2011.

WASHINGTON STATE DEPT OF REVENUE	5,003.62
WASHINGTON STATE OFFICE CASH MGMT	517.50
WEINSTEIN AU	22,005.11
WELLS FARGO FINANCIAL	2,755.47
WONDERLAND DEVELOPMENT	8,540.00
YAKIMA COUNTY DEPT OF CORRECTIONS	59,400.05
YAZDIDOOST, KAMRAN	4,305.60
ZONAR SYSTEMS	525.33
	<u>\$ 6,465,938.30</u>

VB. Approval of Claim Nos. 24107 - 24190 in the amount of \$328,024.07 for the period ending June 30, 2011.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Adoption of Ordinance No 11-0328, Amending Code Enforcement Regulations			July 11, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Land Development and Permitting	Bryan Hampson	Bryan Hampson	425-398-8900
COST OF PROPOSAL: Staff time to prepare City Attorney time to review		ACCOUNT NUMBER: 01595001 01155409	
AMOUNT BUDGETED: The 2011/2012 biennium budget includes regular salaries and wages and City Attorney expenses		NAME AND FUND #: General Fund 01	
ATTACHMENTS TO AGENDA PACKET: 1. Cover memorandum dated 6/24/11, from Bryan Hampson; 2. Ordinance No 11-0328; 3. Exhibit A - Ordinance No 00-0078 4. Exhibit B- Memo attachments from Bryan Hampson, dated 4/8/2011 5. Exhibit C- Code Compliance Program and Process Comparison Matrix 6. Exhibit D- Minutes from Council Meeting on April 25, 2011			
SUMMARY STATEMENT: This is to update the City's current code enforcement regulations. On April 25, 2011 the City Council directed the City Manager to amend and update the City's current Code Enforcement program. The proposed program has been updated to align with the City's direction and goals. The new program will provide more in-house services, will reduce contract services, will reduce the overall costs, and will improve the effectiveness and efficiency of City Services. Most importantly, the new program will require the City's first and foremost objective to continue to be to resolve violations through meetings, discussions and agreements.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Consistent with Ordinance 00-0078 regarding code enforcement and nuisance abatement, adopted in 2000.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Motion to repeal Ordinance 00-0078 and adopt Ordinance 11-0328, effective August 1, 2011.			
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY: Yes, 6/22/11 R.K.	APPROVED BY CITY MANAGER: 	
TODAY'S DATE: June 24, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): I:\City Clerk\AGENDA ITEMS\Land Development Building\2011 Council Meeting Agenda Items\July 11, 2011	

VIIA. Discussion and Possible Adoption of Ordinance No. 11-0328 Amending Code Enforcement Regulations - Bryan Hampson, Director of Land Development and Permitting



City Of Kenmore, Washington

Memorandum

Date: Friday, June 24, 2011

To: Fred Stouder, City Manager

From: Bryan Hampson, Land Development and Permitting Director

Re: **Adoption of Ordinance No 11-0328, Amending Code Enforcement Regulations**

This topic is on the Council's agenda for discussion and adoption on Monday, July 11, 2011. On April 25, 2011 the City Council directed the City Manager to amend and update the City's current Code Enforcement program.

The program has been updated to align with the City's direction and goals. The new program will provide more in-house services, will reduce contract services, will reduce the overall costs, and will improve the effectiveness and efficiency of City Services. Most importantly, the new program will require the City's first and foremost objective to continue to be to resolve violations through meetings, discussions and agreements.

The significant and most important change would be the Code Compliance Officer would prepare and send the notice to the person responsible for the violation. Previously the City Attorney prepared and sent the notice. Another significant and important change would be the time limitations and deadlines. Previously the person responsible could wait until the day before the hearing to respond. The proposed process would require the person responsible for the violation to respond and request a hearing within 15 days of receiving the notice. After receiving the request for appeal, a hearing is scheduled with the Hearing Examiner within the next 60 days. With the proposed process cases could have a determination in as little as 30 days or at the most 75 days.

The new process will not change the amount of assessed fines, other than for repeat violators, nor will it change the fees associated with code enforcement cases. The fines and penalties will continue to be assessed through the judicial system. The proposed process will predominately use the services of the Hearing Examiner instead of the District Court. The Hearing Examiner currently processes all of the City's Type 2 land decision appeals.

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Office: (425) 398-8900 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov · www.kenmorewa.gov

CITY OF KENMORE

WASHINGTON

ORDINANCE NO. 11-0328

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON; RELATING TO CODE ENFORCEMENT,
CHAPTER 1.20 OF THE KENMORE MUNICIPAL CODE;
REPEALING ORDINANCE 00-0078; AND ADOPTING NEW
CODE ENFORCEMENT REGULATIONS.**

WHEREAS, the City Council desires to implement a code enforcement and nuisance abatement program; and

WHEREAS, the City Council's goals are to continue to improve the effectiveness and efficiency of the City's processes; and

WHEREAS, the City Council has determined that updating the code enforcement process is in the public interest;

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

Section 1. Repealed. The City Council repeals Ordinance 00-0078, dated January 24, 2000, the Code Enforcement Program, Kenmore Municipal Code Chapter 1.20 in its entirety.

Section 2. Adopted. Chapter 1.20 of the Kenmore Municipal Code is hereby amended and replaced to read as follows:

Chapter 1.20 CODE ENFORCEMENT

Sections:

- 1.20.010 Purpose.
- 1.20.020 Definitions.
- 1.20.030 Violation unlawful – Each day is separate violation – Misdemeanor.
- 1.20.040 Joint and several responsibility and liability.
- 1.20.050 Interference with code enforcement unlawful – Misdemeanor.
- 1.20.060 Methods of service.
- 1.20.070 Voluntary correction
- 1.20.080 Notice of violation.
- 1.20.090 Stop work order – Violation a misdemeanor.
- 1.20.100 Stop use order – Violation a misdemeanor.
- 1.20.110 Removal of stop work or stop use order – Misdemeanor.
- 1.20.120 Response to notice of violation.
- 1.20.130 Failure to respond.

- 1.20.140 Scheduling of hearing to contest or mitigate – Correction prior to hearing.
- 1.20.150 Contested hearing – Procedure.
- 1.20.160 Contested hearing – Decision of the hearing examiner.
- 1.20.170 Mitigation hearing – Procedure.
- 1.20.180 Mitigation hearing – Decision of the hearing examiner.
- 1.20.190 Failure to appear – Default Judgment.
- 1.20.200 Monetary penalty.
- 1.20.210 Appeal.
- 1.20.220 Repeat violation or failure to abate – Misdemeanor.
- 1.20.230 Abatement.
- 1.20.240 Additional enforcement procedures.
- 1.20.250 Emergency Orders
- 1.20.260 Conflicting code provisions.
- 1.20.270 Duty not creating liability.

1.20.010 Purpose.

The purpose of this chapter is to establish an efficient system of enforcing *city regulations* that will enable *violations* to be promptly resolved wherever possible, while providing both appropriate penalties and a full opportunity for alleged violators to have a hearing to contest the *violations*. This chapter shall apply to all *regulations* as defined in KMC 1.20.020; provided that a *violation* of any regulation may be prosecuted as a criminal *violation* at the *city's* discretion, pursuant to KMC 1.15.010.

1.20.020 Definitions.

As used in this chapter, the following words, terms, and phrases shall have the meanings ascribed to them in this section, unless a different meaning is plainly required:

- A.** *Abate* means to act to stop an activity, and/or to repair, replace, remove, or otherwise remedy a condition, where such activity or condition constitutes a *violation* of a *regulation*. The actions must resolve the *violation* to the satisfaction of the *city*, or the *hearing examiner* if the matter has been mitigated or contested and found to be a violation or the penalty has been mitigated. The actions taken and the manner in which they are performed must not endanger the general health, safety, and welfare of the community. For the purposes of this chapter, the verbs “abate” and “correct” shall be interchangeable and have the same meaning.
- B.** *Act* means doing or performing something.
- C.** *City* means city of Kenmore, Washington.
- D.** “*Code enforcement officer*” means any person or persons authorized by statute, ordinance, regulation, written City policy, or interlocal agreement, or designated by the City Manager or his or her designee, to enforce any of the regulations subject to the enforcement and penalty provisions of this chapter, and shall expressly include the City’s *code enforcement officer*.
- E.** *Correction notice* means a written statement, issued by a *code enforcement officer*, notifying a *person* that property under his or her control, is in *violation* of one (1) or more *regulations*, and informing such *person* that a *notice of violation* may be issued and/or criminal charges filed if the *violations* are not *abated*.
- F.** *Day* or *days*, as used in this chapter, shall mean calendar days unless expressly stated otherwise in a given section or subsection. In addition, any portion of a twenty-four (24) hour day shall constitute a full calendar day.
- G.** *Hearing examiner* means the Kenmore hearing examiner and the office thereof established pursuant to KMC Chapter 19.30.
- H.** *Notice of violation* or *notice of civil violation* means a written statement, issued by a *code enforcement officer*, which contains the information required under KMC 1.20.080, and which

notifies a *person* that he or she is responsible for one (1) or more *violations* of the Kenmore City Code.

I. Omission means a failure to act.

J. Person means any individual, firm, business, association, partnership, corporation or other legal entity, public or private, however organized. Because “person” shall include both human and non-human entities, any of the following pronouns may be used to describe a person: he, she, or it.

K. Person responsible for the violation means any of the following: a *person* who has titled ownership or legal control of the property or structure that is subject to the *regulation*; an occupant or other *person* in control of the property or structure that is subject to the *regulation*; a developer, builder, business operator, or owner who is developing, building, or operating a business on the property or in a structure that is subject to the *regulation*; or any *person* who created, caused, or has allowed the *violation* to occur.

L. Regulation means and includes any of the following, as now enacted or hereafter amended:

1. All city code provisions making reference to this chapter;
2. All standards, regulations, and procedures adopted by the *city* that make reference to this chapter; and
3. The terms and conditions of any permit or approval issued by the *city*, or any concomitant agreement with the *city* pursuant to code provisions that make reference to this chapter.

M. Repeat violation means, as evidenced by the prior issuance of a *correction notice* or a *notice of violation*, that a *violation* has occurred on the same property within a one (1) year period, or a *person* responsible for a *violation* has committed a *violation* elsewhere within the city within a one (1) year period.

N. Violation or civil violation means an act or omission contrary to a *regulation* as defined in subsection (L) of this section. A *violation* continues to exist until *abated* to the satisfaction of the *city* or the *hearing examiner*, with each *day* or portion thereof in which the *violation* continues constituting a separate *violation*.

1.20.030 Violation unlawful – Each day is separate violation – Misdemeanor.

The *violation* of any *regulation* shall be unlawful. Each day, or portion thereof, in which the *violation* continues, constitutes a separate offense for which separate notices of *violation* may be issued. A *code enforcement officer* may, pursuant to this chapter, issue a *notice of violation*. In addition, any *violation* of this chapter shall constitute a misdemeanor. The *city* manager may request the city attorney (prosecutor) to file a *violation* as a criminal misdemeanor punishable by imprisonment in jail for a maximum term fixed by the court of not more than ninety (90) days, or by a fine in an amount fixed by the court of not more than one thousand dollars (\$1,000), or by both such imprisonment and fine. All penalties are subject to a 15% administration fee. Penalties for repeat violations shall be doubled. All criminal misdemeanor charges filed under this chapter shall be filed with the King County District Court. When the *city* files criminal misdemeanor charges pursuant to this chapter, the *city* shall have the burden of proving, beyond a reasonable doubt, that the *violation* occurred.

1.20.040 Joint and several responsibility and liability.

Responsibility for *violations* of the codes enforced under this chapter is joint and several, and the *city* is not prohibited from taking action against a party where other *persons* may also be potentially responsible for a *violation*, nor is the *city* required to take action against all *persons* potentially responsible for a *violation*.

1.20.050 Interference with code enforcement unlawful – Misdemeanor.

Any *person* who intentionally obstructs, impedes, or interferes with any lawful attempt to serve a *notice of a violation*, a stop work or stop use order, or an emergency order, or intentionally obstructs, impedes, or interferes with lawful attempts to correct a *violation* shall be guilty of a misdemeanor

punishable by imprisonment in jail for a maximum term fixed by the court of not more than ninety (90) days or by a fine in an amount fixed by the court of not more than one thousand dollars (\$1,000), or by both such imprisonment and fine.

1.20.060 Methods of service.

A. Service for civil violations and misdemeanors. Any *correction notice*, *notice of violation*, *notice of hearing*, or other code enforcement document for a civil violation shall be deemed legally served upon a party by use of regular first class mail, as described in subsection (B) (2) of this section, and for a misdemeanor shall be deemed legally served upon a party by personal service and mailing, as described in subsections (B) (1) and (B) (2) of this section. For civil violations, the *code enforcement officer* shall use due diligence in attempting to locate a mailing address for a party. If the *code enforcement officer* is unable to locate a mailing address for such a party, the *code enforcement officer* may serve such party by posting or publication, as described in subsections (B)(3) and (B)(4) of this section. For civil violations, the *code enforcement officer* may personally serve documents or cause documents to be personally served upon a party. For civil violations and misdemeanors, the *code enforcement officer* may post documents as described in subsection (B) (3) of this section.

B. Methods of service defined. For purposes of this chapter, the methods of service of any documents related to code enforcement, such as *correction notices*, *notices of violation*, stop work orders, etc. (hereinafter "document"), are defined as follows:

1. Personal service. Personal service shall mean handing the document to the *person* subject to the document or leaving it at his or her dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or leaving it at his or her office or place of employment with a *person* in charge thereof. Personal service shall also be deemed complete when the *hearing examiner* or his or her assistant hands any order, ruling, decision, or other document to a *person* prior to, during, or after a hearing.

2. Mailing. Service by mail shall mean sending the document by regular first class mail to the last known address of the *person* subject to the document. The last known address shall be an address provided to the *city* by the *person* to whom the document is directed. If an address has not been provided to the *city*, the last known address shall be any of the following as they appear at the time the document is mailed: the address of the property where the *violation* is occurring, as reflected on the most recent equalized tax assessment roll of the county assessor or the taxpayer address appearing for the property on the official property tax information website for King County; the address appearing in any database used for the payment of utilities for the property at which the *violations* are occurring; or the address of the *person* to whom the documents are being sent that appears in the Washington State Department of Licensing database. Where service of the *notice of violation* is by mail, service shall be deemed complete upon the third day following the day upon which they are placed in the mail, unless the third day falls on a Saturday, Sunday, or legal holiday, in which event service shall be deemed complete on the first day other than a Saturday, Sunday, or legal holiday following the third day.

3. Posting. Posting shall mean affixing a copy of the document in a conspicuous place on the property, with at least one (1) copy of such document placed at an entryway to the property or structure if an entryway exists.

4. Publication. Publication of the document shall mean publication as set forth in RCW 4.28.100 and 4.28.110, as currently enacted or hereafter amended.

C. Proof of service – Due diligence. Proof of service shall be made by written affidavit or declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which service was made, and if service was made solely by

posting or publication, facts showing that due diligence was used in attempting to locate a mailing address for the person at whom the notice of violation is directed.

D. Additional proof of service not necessary. The hearing examiner shall not require additional proof of service beyond the requirements in this chapter.

1.20.070 Voluntary correction

A. General. Prior to the issuance of a *notice of violation*, the *code enforcement officer* shall attempt to secure the voluntary correction of a violation by attempting to contact the *person* responsible for the *violation*, explaining the *violation*, and requesting correction. This may be done verbally by the *code enforcement officer*; provided, a written *correction notice* shall be served on the *person responsible for the violation* prior to issuance of a *notice of violation*; provided further, a written *correction notice* need not be served nor efforts made to secure voluntary correction where the nature of the *violation* creates a risk of imminent harm to public health or safety, or where it is a *repeat violation* as defined in this chapter.

B. Service of correction notice. Service of a written *correction notice* may be accomplished by mailing or by personal service, as described in KMC 1.20.060(B)(1) and 1.20.060(B)(2), at the discretion of the *code enforcement officer*, or by posting or publication if an address for the *person responsible for the violation* cannot be ascertained pursuant to KMC 1.20.060(B)(2).

C. Contents of written correction notice. The written *correction notice* shall be deemed sufficient if it contains the following information:

1. The name and address of a *person responsible for the violation*; and
2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the *violation* has occurred or is occurring; and
3. A description of the *violation* and a reference to the code provisions that have been violated; and
4. A statement indicating what corrective actions are required and a correction deadline stating the date and time by which the corrective actions must be completed to the satisfaction of the *code enforcement officer* in order for the violator to avoid the issuance of a *notice of violation*; and
5. A statement indicating that, pursuant to KMC 1.20.030, a *notice of violation* may be issued for each day a *violation* continues, with each *violation* constituting a separate offense subject to civil and/or criminal penalties.

D. Time period in which to correct or abate the violation. Whenever a *person* responsible for a *violation* is served with a written *correction notice*, he or she shall be given at least fifteen (15) *days* from the date of issuance of the notice to correct the *violation(s)* to the satisfaction of the *code enforcement officer*; provided, where, in the opinion of the *code enforcement officer*, a *violation* creates a risk of imminent harm to public health or safety, or is a *repeat violation* as defined in this chapter, the *city* can require less than fifteen (15) *days* for correction to be completed. In the event the *violation* is not corrected within the required time period, the *city* may, at its discretion, issue separate *notices of violation* for each *day*, or portion thereof, that the *violation* has existed or continues to exist.

E. Extension of voluntary correction period or modification of required actions. An extension of the deadline for voluntary correction, or a modification of any required corrective action noted in the written correction notice, may be granted by the *code enforcement officer* if the *person responsible for the violation* has, in the opinion of the *code enforcement officer*, shown due diligence or made substantial progress in correcting the *violations* but unforeseen circumstances render correction unattainable within the original deadline.

F. Revocation of deadline for compliance. The original deadline for compliance, or any extension for compliance previously granted by the *code enforcement officer*, may be revoked and immediate

compliance required where, in the opinion of the *code enforcement officer*, circumstances make immediate correction necessary to avoid an imminent risk of injury to persons or property.

G. Use of written voluntary correction agreement.

1. At the sole discretion of the *city*, a voluntary correction agreement may be entered into between the person responsible for the violation and the city. The voluntary correction agreement must be in writing.

2. **Contents of voluntary correction agreement.** The voluntary correction agreement is a contract between the *city* and the *person responsible for the violation* under which that person agrees to *abate* the *violations* within a specified time and according to specified conditions. The voluntary correction agreement shall include the following:

- a. The name and address of the *person responsible for the violation*; and
- b. The street address or a description sufficient for identification of the building, structure, premises, or land upon or within which the *violation* has occurred or is occurring; and
- c. A description of the *violation* and a reference to the regulations that have been violated; and
- d. An acknowledgement by the *person responsible for the violations* that the *violations* described in the correction agreement exist, and that he or she is waiving the right to contest the existence of the *violations* or to mitigate the penalties; and
- e. The necessary corrective action to be taken, the date or time by which correction must be completed, and an acknowledgement by the *person responsible for the violation* that he or she will correct the *violations* within the time specified in the voluntary correction agreement; and
- f. Acknowledgement by the *person responsible for the violation* that the *city* may enter the property and inspect the premises as may be necessary to determine compliance with the voluntary correction agreement; and
- g. Acknowledgement by the *person responsible for the violation* that if the terms of the voluntary correction agreement are not met, the *city* may enter the property to *abate* the *violation* and may also recover its costs and expenses and/or a monetary penalty pursuant to this chapter from the *person responsible for the violation*; and
- h. The signature or official mark of the *person responsible for the violation* and the signature or official mark of the *code enforcement officer*.

3. **Failure to comply with voluntary correction agreement.**

a. **Abatement by the city.** In addition to any other remedy provided for in this chapter, the *city* may *abate* the *violation* in accordance with KMC 1.20.230 if the terms of the voluntary correction agreement are not met.

b. **Penalties and costs.** If the terms of the voluntary correction agreement are not met, the *person responsible for the violation* may be assessed a monetary penalty in accordance with KMC 1.20.200, plus all costs and expenses of abatement, as set forth in KMC 1.20.230, in addition to being issued new *notices of violation* or criminal charges if the *violation* has not been *abated*.

1.20.080 Notice of violation.

A. **Issuance of notice of violation.** When the city determines that a *violation* has occurred or is occurring, and does not secure voluntary correction pursuant to KMC 1.20.070, the *code enforcement officer* may issue a *notice of violation* to any *person responsible for the violation*, or the city manager may request the city attorney (prosecutor) to file a *violation* as a criminal misdemeanor.

B. **Contents of notice.** The *notice of violation* shall include the following:

- 1. The name and address of a *person responsible for the violation*; and

2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the *violation* has occurred or is occurring; and
3. A description of the *violation* and a reference to the regulations violated; and
4. A statement indicating that the violator must respond to the *notice of violation* within fifteen (15) days of the date of issuance by doing one (1) of the following:
 - a. Paying the fine and correcting the *violation*;
 - b. Requesting a mitigation hearing and correcting the *violation*; or
 - c. Requesting a *hearing* to contest the *violation*; and
5. A statement indicating that failure to respond shall result in the *violation(s)* being deemed committed without requiring further action by the *city*, and that the full fine amount indicated on the *notice of violation* shall be due and owing to the *city* by the *person* or entity to whom the *notice of violation* was issued; and
6. A statement indicating that, unless a request to contest the *violation* or to mitigate the penalty is properly filed, a monetary penalty of five hundred dollars (\$500) for each *violation* listed on the *notice of violation* is due and owing at the time the *notice of violation* is issued, and must be paid in full within thirty (30) days or may be assigned to a collection agency; and
7. A statement indicating that if the *person* or entity to whom a *notice of violation* was issued requests a *hearing* and fails to attend the *hearing*, the hearing examiner or judge shall enter a default judgment against the *person* or entity to whom the *violation* was issued, with the full amount of the fine indicated on the *notice of violation* immediately due and owing, and that any unpaid fines and any costs may be assigned to a collection agency after thirty (30) days have elapsed from the date the *notice of violation* was issued; and
8. A statement indicating that the *city* may seek to recover from the *person* to whom the *notice of violation* was issued the costs to the *city* of any *abatement* action taken; and
9. A statement indicating that separate *notices of violation* may be issued for each day, or portion thereof, in which a *violation* continues; and
10. A statement indicating that payment of a monetary penalty does not relieve the *person* or entity named in the *notice of violation* of the duty to *abate* the *violation*, and that failure to *abate* may result in the issuance of additional *notices of violation* and/or criminal charges, with additional civil and/or criminal penalties.

C. Service of notice of violation. Service of a *notice of violation* shall be accomplished as prescribed by KMC 1.20.060. The city may, at its discretion, record a *notice of civil violation* against the subject property.

1.20.090 Stop work order – Violation a misdemeanor.

A stop work order may be issued pursuant to any of the codes or regulations adopted pursuant to KMC Titles 12, 13, 15 and 18. In addition, the *code enforcement officer* may issue a stop work order whenever any work that is subject to regulation under the Kenmore Municipal Code is, in the opinion of the *code enforcement officer*, being performed in a manner contrary to the provisions of the Kenmore Municipal Code, or will exacerbate damage that has already been caused to any property, or will materially impair the *code enforcement officer's* ability to seek compliance. The stop work order shall state the reasons for the order and may be appended to, or incorporate by reference, a *notice of violation*. The stop work order shall take effect immediately upon service. Service of the stop work order shall be deemed accomplished upon posting of the notice in the manner described in KMC 1.20.060(B)(3). *Violation* of a stop work order shall constitute a misdemeanor, punishable by imprisonment in jail for a maximum term fixed by the court of not more than ninety (90) days, or by a fine in an amount fixed by the court of not more five hundred dollars (\$500.00), or by both such imprisonment and fine.

1.20.100 Stop use order – Violation a misdemeanor.

In addition to any remedy provided for in this chapter, the *code enforcement officer* may issue a stop use order when allowing the use to continue creates an imminent threat of injury to the health, safety, or welfare of any member of the public, or creates an imminent threat of harm to neighboring property, or will exacerbate injury already caused to any property. The stop use order shall state the reasons for the order; provided, the stop use order may be appended to, or incorporate by reference, a *notice of violation*. The stop use order shall take effect immediately upon service. Service of the stop use order shall be deemed accomplished upon posting of the notice in the manner described in KMC 1.20.060(B)(3). *Violation* of a stop use order shall constitute a misdemeanor, punishable by imprisonment in jail for a maximum term fixed by the court of not more than ninety (90) days, or by a fine in an amount fixed by the court of not more than five hundred dollars (\$500.00), or by both such imprisonment and fine.

1.20.110 Removal of stop work or stop use order – Misdemeanor.

Where a stop work order or a stop use order has been posted in conformity with the requirements of this chapter, removal of such order without the authorization of the *city*, or the *hearing examiner* as part of an order following a hearing under this chapter, shall constitute a misdemeanor, punishable by imprisonment in jail for a maximum term fixed by the court of not more than ninety (90) days, or by a fine in an amount fixed by the court of not more than five hundred dollars (\$500.00), or by both such imprisonment and fine.

1.20.120 Response to notice of violation.

A. Generally. A *person* who has been served with a *notice of violation* must respond to the notice within fifteen (15) days of the date the notice is served. A *person* may respond to the *notice of violation* by:

1. Paying the amount of the monetary penalty as set forth in the *notice of violation*. Partial payment or payment using a check that is rejected for insufficient funds shall not be deemed payment under this subsection. Payment of the fine shall not relieve the *person* or entity responsible for the *violation* from the duty to correct or *abate* the *violation*. Additional *notices of violation* may be issued if the *violation* goes uncorrected.
2. Contesting the *notice of violation* by requesting a contested hearing in writing and sending the request to the *city* as described in subsection (B) of this section and submitting appropriate fees.
3. Seeking to mitigate the monetary penalty by requesting a mitigation hearing to explain the circumstances surrounding the *violation*. The request to mitigate must be made in writing and sent to the *city* as described in subsection (B) of this section. Requesting to mitigate the penalty shall not relieve the *person responsible for the violation* from the duty to correct or *abate* the *violation*. Additional *notices of violation* may be issued if the *violation* goes uncorrected.

B. Method of response. The *person* or entity to whom a *notice of violation* has been issued may respond by mailing, faxing, e-mailing, or hand-delivering the response to the *city*. Mailed responses must be postmarked no later than the fifteenth (15) day from the date of service of the *notice of violation*; hand-delivered, faxed, e-mailed responses must be provided to the *city* no later than 4:30 p.m. on the fifteenth (15) day after service; provided, where the fifteenth (15) day falls on a weekend or holiday, the deadline shall be extended to the next regular business day. All responses must include the address of the *person* or entity who responds.

1.20.130 Failure to respond.

If the *person* to whom the *notice of violation* is issued fails to respond as required in KMC 1.20.120, the *violations* shall be deemed committed without requiring further action by the *city* or the *hearing examiner* and the *person* to whom the *notice of violation* was issued shall owe the full fine amount

indicated in *the notice of violation*.

1.20.140 Scheduling of hearing to contest or mitigate – Correction prior to hearing.

A. Notice and scheduling of hearing. Upon the timely filing of a request for a hearing to contest a *violation* or to mitigate the penalty, the matter shall be scheduled to be heard at the next available appearance by the *hearing examiner*, or before the court, that is a minimum of fifteen (15) *days* but no later than sixty (60) calendar *days* after the date the request was received by the *city*. Notice of the hearing date and time shall be served by regular first class mail to the address of the party who requested the hearing. The date and time for any hearing may be rescheduled by the *hearing examiner* or court for good cause upon the motion of a party or the *hearing examiner* or court.

B. Correction of *violation* prior to hearing. The hearing may be cancelled and the party requesting the hearing need not appear only if, at least five (5) business days prior to the scheduled hearing, the *code enforcement officer* determines that the *violation* has been satisfactorily corrected or *abated* and the monetary penalty paid in full. Where the scheduled hearing involves a *repeat violation* as defined in this chapter, the hearing shall not be cancelled unless the new *violation* has been corrected or *abated* to the satisfaction of the *code enforcement officer* and the monetary penalty and costs for the new *violation(s)* and any monetary penalty and costs owing for the previous *violation(s)* have been paid in full.

1.20.150 Contested hearing – Procedure.

The *hearing examiner* shall conduct a hearing to contest a *violation* pursuant to KMC Chapter 19.30 when such hearing is properly and timely requested. The *city* and the *person* or entity to whom the *notice of civil violation* was issued may participate in the hearing and each party, or its legal representatives, may call witnesses and present evidence and rebuttal, subject to the following:

A. The *city* shall have the burden of proving, by a preponderance of the evidence that a *violation* has occurred.

B. The parties are responsible for securing the appearance of any witnesses they may wish to call. Neither the *city* nor the *hearing examiner* shall have the burden of securing any witnesses on behalf of the person who is contesting the *violation(s)* or seeking to mitigate the penalties.

C. Formal rules of evidence shall not apply to any such hearing. The *hearing examiner* shall allow hearsay testimony by the parties and not require proof of chain of custody for evidence that is presented; provided, the *hearing examiner* shall determine the weight to be assigned to any evidence presented.

D. Any notes, reports, summaries, photographs, or other materials prepared by the parties shall be admitted into evidence if requested; provided, the parties are free to argue the weight that should be assigned by the *hearing examiner* to any evidence submitted.

1.20.160 Contested hearing – Decision of the *hearing examiner*.

A. Contents of order. Upon the conclusion of a hearing to contest a *violation*, the *hearing examiner* shall issue a written decision within ten (10) business *days* following the hearing. The decision shall contain findings and conclusions based on the record that includes the following:

1. For each alleged *violation* of the *city* code, a determination of whether the *violation* has been found committed or not committed;
2. For *violations* found committed, the monetary penalties and costs being assessed pursuant to this chapter;
3. For *violations* found committed, any required corrective actions;
4. For *violations* found committed, a finding that *abatement* of the *violations* by the *city* is authorized, at the expense of the *person responsible for the violations*; and
5. A statement notifying the *person responsible for the violation* that he or she is subject to additional civil and/or criminal penalties if any *violation* that was the subject of the hearing has not been corrected or *abated*.

The *hearing examiner* may enter a verbal order at the close of the hearing and prior to the issuance of the written decision. The verbal order shall include preliminary findings and conclusions as described above.

B. Notice of decision. Within two (2) business days of the issuance of the written decision, the *hearing examiner* shall cause a copy of the written decision to be served upon the parties by mail in accordance with KMC 1.20.060(B)(2).

1.20.170 Mitigation hearing – Procedure.

The *hearing examiner* shall conduct a hearing to mitigate the penalty on a *violation* when such hearing is properly and timely requested; provided, that in the event a person has requested a hearing to contest a *violation* and prior to the start of the hearing indicates to the *hearing examiner* a desire to mitigate rather than contest, the *hearing examiner* shall permit the person to seek mitigation of the monetary penalty. The mitigation hearing shall be conducted according to the following general procedures:

A. The *person responsible for the violation* shall, as a condition of proceeding with the mitigation hearing, agree that he or she has committed the *violations* as set forth in the *notice of the violation*. The *city* shall be relieved of any burden of proving that the *violations* were committed, and such agreement by the *person responsible for the violations* shall be sufficient basis for the *hearing examiner* to find the *violations* committed.

B. If the *person* who has requested the mitigation hearing decides at the time of the hearing that he or she wishes to contest all or some of the alleged *violations*, the matters wishing to be contested shall, at the request of the *city*, be rescheduled.

C. The *person responsible for the violations* shall be given the opportunity to explain or provide evidence regarding the nature of the *violations*, why the *violations* exist, why the *violations* have not been *abated* or corrected, and any other information the *hearing examiner* determines is relevant.

D. The *city* shall be given the opportunity, at its discretion, to provide evidence of the nature of the *violation*, evidence to rebut assertions made by any party, and any other information or evidence the *hearing examiner* deems is relevant.

1.20.180 Mitigation hearing – Decision of the hearing examiner.

A. Decision to be issued at close of hearing. Upon the conclusion of a penalty mitigation hearing, the *hearing examiner* shall issue, at that time, a written decision and order using a standard form that contains the following findings and conclusions based on the record:

1. For each *violation* of the *city* code, a statement indicating that the *violation* has been committed;
2. The monetary penalties and costs being assessed pursuant to this chapter;
3. Any required corrective action;
4. A statement notifying the *person responsible for the violation* that he or she is subject to additional civil and/or criminal penalties if any *violation* that was the subject of the hearing has not been corrected or *abated*;
5. A determination that abatement of the *violations* by the *city* is authorized, at the expense of the *person responsible for the violations*.

B. Notice of decision. The *hearing examiner* shall provide a copy of the decision and order to the parties at the close of the mitigation hearing. When a party fails to appear after requesting a hearing, the *hearing examiner* shall cause a copy of the decision to be served on the party by mail in accordance with KMC 1.20.060(B)(2) within ten (10) business days of the hearing.

1.20.190 Failure to appear – Default judgment.

If the person who requests a hearing to contest a violation or mitigate the penalty then fails to appear at the scheduled hearing after having been given notice in the manner provided for by this chapter, the *hearing examiner* shall use a standard form to immediately issue a default judgment, which finds

committed all the *violations* set forth in the *notice of violation*, and which assesses a fine in the full amount indicated in the *notice of violation*. In addition, at the request of the *city*, the *hearing examiner* shall also impose upon the non-appearing party any costs to the *city* related to preparation for the hearing. The *hearing examiner* shall cause a copy of the default judgment to be served upon the non-appearing party by mail in accordance with KMC 1.20.060(B)(2) within ten (10) business days of the hearing. Upon the motion of a party, the *hearing examiner* may rescind a default judgment only upon a showing of good cause to do so, and only if such motion has been brought within thirty (30) calendar days of the date of the hearing at which the default judgment was ordered.

1.20.200 Monetary penalty.

A. Monetary penalty. Each *violation* of a *city* regulation deemed committed by the *hearing examiner* is subject to a monetary penalty in an amount up to five hundred dollars (\$500) unless a different penalty amount for a given *violation* is expressly authorized or required by a more specific *city* code provision. Except where the *person responsible for the violation* has requested mitigation of the monetary penalty pursuant to KMC 1.20.120, the *hearing examiner* shall have no authority to reduce the amount of the monetary penalty. Where the person has requested to mitigate the monetary penalty, the examiner may reduce the monetary penalty for each *violation*, but in no case shall the penalty be reduced to an amount less than one hundred dollars (\$100) for each *violation* found committed.

B. Payment of monetary penalty. Any monetary penalties assessed pursuant to this chapter constitute a personal obligation of the person to whom the *notice of civil violation* is directed. In addition, the monetary penalties assessed pursuant to this chapter may be assessed against the property that is the subject of the enforcement action. Any monetary penalty assessed must be paid in full to the *city* within thirty (30) days from the date of service of an uncontested notice of *violation* or any order of the *hearing examiner* that assesses monetary penalties.

C. Collection of monetary penalty – Use of collection agency. The *city* is authorized to take legal action to collect the monetary penalty. Pursuant to Chapter 19.16 RCW, as currently enacted or hereafter amended, the *city* may, at its discretion, use a collection agency for the purposes of collecting penalties and costs assessed pursuant to this chapter. The collection agency may add fees or interest charges to the original amount assigned to collections as allowed by law. No debt may be assigned to a collection agency until at least thirty (30) calendar days have elapsed from the time that the *city* attempts to notify the *person responsible for the debt* of the existence of the debt and that the debt may be assigned to a collection agency for collection if the debt is not paid. Notice of potential assignment to collections shall be sent by mail in accordance with KMC 1.20.060(B) (2) to the *person responsible for the violation*; provided, inability to ascertain a current mailing address shall not prohibit the debt from being assigned to collections. Collection of monetary penalties to be at parity with city or county taxes.

D. Continuing duty to *abate violations*. Payment of a monetary penalty pursuant to this chapter does not relieve the *person responsible for the violation* of the duty to correct or *abate the violation*. Additional *notices of violation* may be issued and/or criminal charges filed for continuing failure to correct or *abate a violation*.

1.20.210 Appeal.

An appeal of the decision of the *hearing examiner* must be filed with the King County superior court within twenty-one (21) calendar days of service of the decision, which shall be the exclusive means to appeal a decision of the *hearing examiner* rendered under this chapter.

1.20.220 Repeat violation or failure to *abate* – Misdemeanor.

Where a *person* or entity has been found to have committed a *violation* under this chapter, regardless of whether the *violation* was resolved without penalty, the failure to *abate the violation*, or the

commission of a subsequent *violation*, or the *violation* of a written decision or order of the *hearing examiner* after having received notice of the decision or order as provided in this chapter within twelve (12) months, shall each constitute a *repeat violation* and shall each be a misdemeanor subject to the penalties and provisions of KMC 1.20.030. The *city manager* shall have authority to file a *repeat violation* as a civil *violation* and to request the *city attorney* (prosecutor), to file a *repeat violation* as a misdemeanor.

1.20.230 Abatement.

A. Other *abatement* proceedings not precluded. Nothing in this chapter shall prohibit the *city* from pursuing *abatement* of a *violation* pursuant to any other laws of the state of Washington or the city.

B. Costs of *abatement*. The costs of any *abatement* action taken by the *city* shall become a charge to the *person responsible for the violation*. These charges may be assessed against the *person responsible for the violation* or the property upon which the *violation* occurred, or both. The *city* may use any lawful means to collect these charges.

1.20.240 Additional enforcement procedures.

The provisions of this chapter are not exclusive, and may be used in addition to other enforcement and penalty provisions authorized by this code or any other law.

1.20.250 Emergency orders.

Whenever any use or activity in *violation* of this code immediately threatens the health and safety of the occupants of the premises or any member of the public, the *city* may issue an emergency order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be *abated*. The emergency order shall specify the time for compliance and shall be posted in a conspicuous place on the property, if posting is physically possible. Any condition described in the emergency order which is not *abated* within the time specified is hereby declared to be a public nuisance and the *city* is authorized to enjoin or *abate* such nuisance by any legal or equitable means as may be available. The *city* shall be entitled to recover all costs necessary for the injunction or abatement, specifically including reasonable attorney and expert witness fees.

1.20.260 Conflicting code provisions.

In the event a conflict exists between the enforcement provisions of this chapter and the enforcement provisions of any international or uniform code, statute, or regulation that is adopted in this code and subject to the enforcement provisions of this chapter, the enforcement provisions of this chapter will prevail, unless the enforcement provisions of this chapter are preempted or specifically modified by this code, statute, or regulation.

1.20.270 Duty not creating liability.

No provision or term used in this chapter is intended to impose any duty upon the *city* or any of its officers or employees which would subject them to damages in a civil action.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in force on August 1, 2011, which date is more than five (5) days after the date of publication of this Ordinance.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____
DAY OF _____, 2010.**

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Lynn Batchelor, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

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

I:\City Clerk\Ordinances\2011 Ordinances\Ord No 11-0328 Code Enforcement.rtf

EXHIBIT A

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 00-0078**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, RELATING TO CODE ENFORCEMENT
AND NUISANCE ABATEMENT, PROVIDING FOR
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, the City Council desires to implement a code enforcement and nuisance abatement program.

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

Section 1. Purpose. The purpose of this Ordinance is to provide City staff and the general public with notice of a uniform procedure to be followed in the event of non-criminal violations of land use ordinances, building code ordinances, drainage and surface water ordinances, and other applicable regulations in the City of Kenmore.

Section 2. Violations. Violations of Kenmore ordinances may be remedied pursuant to this Ordinance, and any such violations shall constitute nuisances subject to abatement.

Violations of the Kenmore Criminal Code and Model Traffic Ordinance, including civil violations of the Model Traffic Ordinance, shall be remedied as provided therein.

Section 3. Procedures. The following procedures apply whenever the City determines that a violation has occurred or is occurring.

Section 4. First Contact. The City shall attempt to secure correction of the violation by contacting the person and/or property owner responsible for the violation, in person or in writing. The City shall explain the violation and request correction within a reasonable time.

Section 5. Voluntary Correction Agreement. A voluntary correction agreement may be entered into between the person responsible for the violation and the City under which such person agrees to abate the violation within a specified time and according to specified conditions. The voluntary correction agreement shall include the following:

- A. **Content.** The voluntary correction agreement is a written contract prepared by the City and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to specified conditions. The voluntary correction agreement shall include the following:
1. The name and address of the person responsible for the violation;
 2. The street address or other description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring;
 3. A description of the violation and a reference to the regulation which has been violated;
 4. The necessary corrective action to be taken, and a date or time by which correction must be completed;
 5. An agreement by the person responsible for the violation that the City may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement; and
 6. An agreement by the person responsible for the violation that the City may abate the violation and recover its costs and expenses (including attorney fees, expert witness fees, and court costs) and/or a monetary penalty pursuant to this Ordinance from the person responsible for the violation if the terms of the voluntary correction agreement are not satisfied.
- B. **Right to a Hearing Waived.** In consideration of the City's agreement to enter into a voluntary correction agreement, the person responsible for the violation shall have no right to an administrative or judicial hearing, under this Ordinance or otherwise, regarding the matter of the violation and/or the required corrective action.
- C. **Extension and Modification.** An extension of the time limit for correction or a modification of the required corrective action may be granted by the City if the person responsible for the violation has shown reasonable diligence and/or substantial progress in correcting the violation, but unforeseen circumstances delay correction under the original conditions and the responsible person provides the request in writing clearly establishing the need for such an extension.

- D. **Abatement by the City.** The City may abate the violation in accordance with this Ordinance if the terms of the voluntary correction agreement are not met.
- E. **Collection of Costs.** If the terms of the voluntary correction agreement are not met, the person responsible for the violation shall be assessed a daily monetary penalty not to exceed \$500 for each day that a violation exists commencing on the date set for correction, plus all costs and expenses of abatement as set forth in this Ordinance.

Section 6. Notice of Civil Violation.

A. Issuance.

- 1. When the City determines that a violation has occurred or is occurring and is unable to secure voluntary correction pursuant to this Ordinance, the City may cause the issuance of a notice of civil violation to the person responsible for the violation.
- 2. The City may issue a notice of civil violation without having attempted to secure voluntary correction as provided in this Ordinance under the following circumstances:
 - (a) When an emergency exists; or
 - (b) When repeated violations occur on the same property or involving the same offender or persons in privity with a prior offender; or
 - (c) When the violation creates a situation or condition which cannot be corrected; or
 - (d) When the person knows or reasonably should have known that the action is in violation of a City regulation; or
 - (e) When the person cannot be contacted or refuses to communicate or cooperate with the City in correcting the violation; or
 - (f) Under any other circumstance which in the reasonable discretion of the City requires prompt action.

B. Content. The notice of civil violation shall include the following:

1. The name and address of the person responsible for that violation;
 2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring;
 3. A description of the violation and a reference to the provision(s) of the City regulation(s) which has been violated;
 4. The required corrective action and a date and time by which the correction must be completed, after which the City may abate the unlawful condition in accordance with this Ordinance;
 5. The date, time, and location of an appeal hearing before a judge, judge pro tem, or commissioner of the district court which will be at least 20 days but no more than 60 days from the date the notice of civil violation is issued, unless such date is continued by the court for good cause shown;
 6. A statement indicating that the hearing will be canceled and no monetary penalty will be assessed, other than a \$50 administrative fee, if the required corrective action is completed, and approved by the City, prior to the hearing; and
 7. A statement that the costs and expenses of abatement incurred by the City pursuant to this Ordinance, and a monetary penalty in an amount not to exceed \$500 per day for each violation, may be assessed against the person to whom the notice of civil violation is directed as specified and ordered by the court.
- C. Service of Notice. The City shall serve the notice of civil violation upon the person responsible for the violation, either personally or by mailing a copy of the notice of civil violation by certified or registered mail, return receipt requested, to such person at his last known address. If the person responsible for the violation cannot be personally served within King County and if an address for mailed service cannot be ascertained, notice shall be served by posting a copy of the notice of civil violation conspicuously on the affected property or structure. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made and, if by posting, the facts showing the attempts to serve the person personally or by mail.

- D. **Optional Recording Procedure.** The City may, at its discretion, record a notice of civil violation against the subject property.
- E. **Extension.** Extensions of the time specified in the notice of civil violation for the correction of the violation may be granted in the discretion of the City or by order of the court.
- F. **Monetary Penalty.** The monetary penalty for each violation per day or portion thereof shall not exceed \$500.
- G. **Continued Duty to Correct.** Payment of a monetary penalty pursuant to this Ordinance does not relieve the person to whom the notice of civil violation was issued, or any other responsible person, of the duty to correct the violation.
- H. **Collection of Monetary Penalty.**
 - 1. The monetary penalty constitutes a personal obligation of the person to whom the notice of civil violation is directed. Any monetary penalty assessed must be paid to the City within ten calendar days from the date of mailing of the court's decision or a notice from the City that penalties are due. Any such monetary penalty shall further constitute a lien against the affected real property.
 - 2. The City Attorney is authorized to take any available action to collect the monetary penalty.

Section 7. Hearing Before the Court.

- A. **Notice.** A person to whom a notice of civil violation is issued will be scheduled to appear before the court not less than twenty calendar days nor more than sixty calendar days after the notice of civil violation is issued. Continuances may be granted at the discretion of the City, or by the court for good cause shown. A failure to schedule such hearing within sixty days shall not be a basis to dismiss the notice of civil violation.
- B. **Prior Correction of Violation.** The hearing will be canceled and no monetary penalty will be assessed, other than a \$50 administrative fee, if the required corrective action is completed, and approved by the City, prior to the scheduled hearing.
- C. **Procedure.** The court shall conduct a hearing on the civil violation pursuant to the then-current applicable rules of civil procedure for courts of limited jurisdiction. The City and the person to whom the

notice of civil violation was directed may participate as parties in the hearing and each party may call witnesses. The City shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action is reasonable under the circumstances. The determination of the City as to the need for and method of implementing the required corrective action shall be accorded substantial weight by the court in determining the reasonableness of the required corrective action.

The prevailing party in any such hearing shall be entitled to recover its attorney fees, expert witness fees, and other costs expended on the matter. The City shall additionally be entitled to recover its investigative and enforcement costs, including but not limited to fully burdened staff costs.

D. Decision of the Court.

1. The court shall determine whether the City has established by a preponderance of the evidence that a violation has occurred and that the required correction is reasonable under the circumstances, and shall affirm, vacate, or modify the City's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions.
2. The court shall issue an order to the person responsible for the violation which contains the following information:
 - (a) The decision regarding the alleged violation including findings of fact and conclusions based thereon;
 - (b) The required corrective action;
 - (c) The date and time by which the corrective action must be completed;
 - (d) The monetary penalties assessed based on this Ordinance;
 - (e) The amount of attorney fees and other costs awarded; and
 - (f) A statement that the violation constitutes a nuisance subject to abatement if the required corrective action is not completed.
3. **Assessment of Monetary Penalty.** Monetary penalties shall be assessed by the court as follows:

- (a) The court shall have the following options in assessing monetary penalties:
 - (i) Assess monetary penalties beginning on the date the notice of civil violation was issued and thereafter; or
 - (ii) Assess monetary penalties beginning on the correction date set by the City or an alternate correction date set by the court and thereafter; or
 - (iii) Assess less than the established monetary penalty set forth in this Ordinance, based on the court's discretion.
- (b) In determining the monetary penalty assessment, the court shall consider the following factors:
 - (i) Whether the person responded to staff attempts to contact the person, and cooperated to correct the violation;
 - (ii) Whether the person failed to appear at the hearing;
 - (iii) Whether the violation was a repeat violation and whether the offender was a repeat offender;
 - (iv) Whether the person showed reasonable diligence and/or substantial progress in correcting the violation;
 - (v) Whether a genuine issue of code interpretation existed; and
 - (vi) Any other relevant factors.
- (c) Nothing in this section shall preclude the use of any relevant damages multipliers as provided for by State law.

- E. Failure to Appear. Upon proof of service of the notice of hearing, if the person to whom the notice of civil violation was issued fails to appear without lawful excuse at the scheduled hearing, the court shall nonetheless enter an order with findings and assess the appropriate monetary penalty pursuant to this Ordinance.

- F. The City may enforce the court's order and recover all related expenses, including attorney fees, plus the costs of the hearing and monetary penalty from that person.
- F. Appeal to Superior Court. Any appeal of the decision of the court shall be pursued under the then-current Rules of Appeal from Courts of Limited Jurisdiction (RALJ).

Section 8. Abatement by the City.

- A. The City may abate a condition which was caused by or continues to be a civil violation or is a violation of a citation when:
 - 1. The terms of the voluntary correction agreement pursuant to this Ordinance have not been met; or
 - 2. A notice of civil violation has been issued and a hearing has been held, and the required correction has not been completed by the date specified in the court's order; or
 - 3. The City determines that a situation exists which requires prompt action.
- B. Authorized Action by the City. Using any lawful means, the City may enter upon the subject property and may remove or correct the condition which is subject to abatement. The City may seek judicial process as it deems necessary to effect the removal or correction of such condition.
- C. Recovery of Costs and Expenses. The costs, including incidental expenses, of correcting the violation shall be billed to the person responsible for the violation and/or the owner, lessor, tenant, or other person entitled to control, use, or possess the property, and shall become due and payable to the City within ten calendar days after receipt. The term "incidental expenses" includes but is not limited to personnel costs, both direct and indirect, including attorney's fees; costs incurred in documenting the violation; hauling, storage, and disposal expenses; actual expenses and costs of the City in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and the costs of any required printing and mailing. All such costs and expenses shall constitute a lien against the affected property.
- D. Interference. Any person who knowingly obstructs, impedes, or interferes with the City or its agents, or with others responsible for the

performance of duties imposed by this Ordinance, shall be guilty of a misdemeanor punishable by imprisonment not exceeding 90 days and a fine not exceeding \$1,000.

- E. **Lien Authorized.** The City of Kenmore shall have a lien for any monetary penalty imposed, the cost of any abatement proceedings under this Ordinance, and all incidental costs or other related costs, including attorney and expert witness fees, against the real property on which the monetary penalty was imposed or any of the abatement work was performed. The lien shall be subordinate to all previously existing special assessment liens imposed on the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on a parity.
1. The City shall cause a claim for lien to be filed for record within 90 days from the later of the date that the monetary penalty is due or the date the work is completed or the nuisance abated.
 2. The claim of lien shall contain sufficient information regarding the notice of civil violation, as determined by the City, a description of the property to be charged with the lien and the owner of record, and the total amount of the lien.
 3. Any such claim of lien shall be verified by the City, and may be amended from time to time to reflect changed conditions.

Section 9. Stop Work Orders. Whenever any violation of this Ordinance threatens the health or safety of the public, the City may issue a Stop Work Order specifying the violation and prohibiting any work or other activity at the site. Any violation of a Stop Work Order is hereby declared to be a nuisance and the City is authorized to enjoin or abate such nuisance by any legal or equitable means as may be available. The City shall be entitled to recover all costs necessary for the injunction or abatement, specifically including reasonable attorney and expert witness fees.

Section 10. Emergency Orders. Whenever any use or activity in violation of the Kenmore Municipal Code immediately threatens the health and safety of the occupants of the premises or any member of the public, the City may issue an Emergency Order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The Emergency Order shall specify the time for compliance and shall be posted in a conspicuous place on the property, if posting is physically possible. Any condition described in the Emergency Order which is not corrected within the time specified is hereby declared to be a public nuisance and the City is authorized to enjoin or abate such nuisance by any legal or equitable means as may be available. The City shall be entitled to recover all costs necessary for the injunction or abatement, specifically

including reasonable attorney and expert witness fees.

Section 11. Each Day Separate Offense. Each person shall be guilty of a separate offense for each and every calendar day during any portion of which any violation of this Ordinance is committed, continued or permitted.

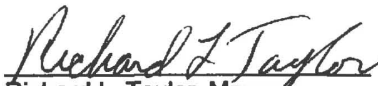
Section 12. Additional Enforcement Procedures. The provisions of this Ordinance are not exclusive, and may be used in addition to other enforcement provisions authorized by the Kenmore Municipal Code or other applicable law or regulation.

Section 13. 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 14. 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.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 24th DAY OF JANUARY, 2000.**

CITY OF KENMORE


Richard L. Taylor, Mayor

ATTEST/AUTHENTICATED:


Lynn Batchelor, City Clerk

Approved as to form:


Michael R. Kehyon, City Attorney

Filed with the City Clerk:	January 12, 2000
Passed by the City Council:	January 24, 2000
Ordinance No.	00-0078
Date of Publication:	February 2, 2000

- 10 -

I:\City Clerk\Ordinances\Ord No. 00-0078 Nuisance Abatement



EXHIBIT B

City Of Kenmore, Washington

Memorandum

Date: 4/8/2011

To: Fred Stouder, City Manager

From: Bryan Hampson, Director of Land Development and Permitting, Building Official

Re: Code Enforcement Program Update

This topic is on the Council's agenda for discussion on Monday, April 25, 2011. City management recommends the Council consider amending and updating the Code Enforcement program as previously adopted as Chapter 1.20 in the Kenmore Municipal Code. The last revision to the code was in 2000, the initial ordinance. The current objective is to align with the City's direction and goals of:

1. Providing more in-house services; and
2. Reducing contract services; and
3. Reducing overall costs; and
4. Improving the effectiveness and efficiency of City Services.

With these goals in mind, we looked at numerous other jurisdictions programs and found three that fit with Kenmore's vision. The three jurisdictions we analyzed further are the City of Kent, Washington, the City of Burien, Washington and the City of Bothell, Washington. From these three programs we created and are recommending a process that fit the City of Kenmore's needs.

The proposed process will give the necessary tools to resolve situations in a timelier and more effective manner. The City's current process relies too heavily on outside agencies and does not have a definitive method to resolve a case without going to King County District Court.

The recommended process recognizes typical administrative actions can be managed by the City and will significantly reduce the overall time and City involvement. We currently have a variety of simple public nuisance cases, such as junk vehicles, dilapidated buildings, and noxious weeds.

The City's first and foremost objective will continue to be to resolve violations through meetings, discussions and agreements. The proposed process will change and update

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how to manage and resolve violations and will improve the process to pursue notices of violations when the person responsible for the violations is not responding. The recommended process could reduce the City involvement and overall time in months and in some cases years.

The significant and most important change would be the Code Compliance Officer would prepare and send the notice to the person responsible for the violation. Previously the City Attorney prepared and sent the notice. Another significant and important change would be the time limitations and deadlines. Previously the person responsible could wait until the day before the hearing to respond. The proposed process would require the person responsible for the violation to respond and request a hearing within 15 days of receiving the notice. After receiving the request for appeal, a hearing is scheduled with the Hearing Examiner within the next 60 days. With the proposed process cases could have a determination in as little as 30 days or at the most 75 days.

The proposed process will not change the amount of assessed fines, other than for repeat violators, nor will it change the fees associated with code enforcement cases. The fines and penalties will continue to be assessed through the judicial system. The proposed process will predominately use the services of the Hearing Examiner instead of the District Court. The Hearing Examiner currently processes all of the City's Type 2 land decision appeals.

The City Attorney is familiar with this process and would support the proposed changes. The proposed process is commonly used by jurisdictions to be able to manage simple public nuisance cases on an administrative level without needing to involve the City Attorney and District Courts. The City Attorney would be involved with the proposed code language and would review, for approval, the final draft of the proposed code language.

City of Kenmore, Washington
Code Compliance Program and Process Comparison

EXHIBIT C

page 1 of 2

Action	City of Kenmore's Current Process	City of Kent's Process	City of Burien's Process	City of Bothell's Process	Proposed Process	See page 2 for footnote reference and description
First Contact + Correction Requested by:	Staff	Staff	Staff	Staff	Staff	1
Voluntary Correction Agreement Prepared by:	Staff	Staff	Staff	NA	Staff	2
Notice of Violation Prepared by:	City Attorney (CA)	Staff	Staff	Staff	Staff	3
Processing Agency	District Court	Hearing Examiner	District Court	Hearing Examiner	Hearing Examiner or District Court	4
Notifying Group	City Attorney - certified or registered mail or posting of property	Staff - first class mail or personal service or posting or publishing	Staff - first class mail or personal service or posting	Staff - certified or registered mail. First class mail or personal service or	Staff - first class mail or personal service or posting or publishing	5
Response Time of the Person Responsible for the Violation	Prior to hearing (could be up to 60 days)	14 days after service	10 days after service	15 days after service	15 days after service	6
Failure to Respond to Notice of Violation	City proceeds with court hearing to determine an outcome	violations deemed committed without requiring further action by city or hearing examiner and fines and fees due	violations deemed committed without requiring further action by city or hearing examiner and fines and fees due	violations deemed committed without requiring further action by city or hearing examiner and fines and fees due	violations deemed committed without requiring further action by city or hearing examiner and fines and fees due	7
Hearing Date Requested by: and Timeline	City Attorney	Person Responsible for violation 14 days after service	Person Responsible for violation 10 days after service	Person Responsible for violation 15 days after service	Person Responsible for violation 15 days after service	8
Filing Fee (if Hearing is Requested)	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	9
Daily Fine	\$500 per day	\$500 per day with (reducible to \$100 per day)	\$100/\$250/\$500	\$250 per day - double for repeat within one year	\$500 per day with (reducible to \$100) & double for repeat within one year	10
Additional Fees	all costs including staff time, attorney fees	all costs including staff time, attorney fees	all costs including staff time, attorney fees	all costs including attorney fees plus 15% for admin time	all costs including attorney fees plus 15% for admin time	11
Failure to Appear of the Person Responsible for the Violation	City Attorney presents City's case to court and court renders decision	Hearing Examiner enters findings and assesses fines as indicated in notice of violation	Court enters findings and assesses fines as indicated in notice of violation	NA	Hearing Examiner enters findings and assesses fines as indicated in notice of violation	12
Repeat Violation Date	no specific timeline	no specific timeline	Within 12 months of prior similar violation	no specific timeline	Within 12 months of prior similar violation	13
Penalty Collection System	Lien	Collection per RCW 19.16	Collection or Lien at parity of city or county taxes	City	Collection or Lien at parity of city or county taxes	14

City of Kenmore, Washington
Code Compliance Program and Process Comparison Cont.

Referenced Footnote #	Description	Proposed Process	Explanation
1	Currently the violation information is provided to the City via various methods. Which may include Citizen Action Request (CAR's), observations by City Official, or reported to the City by phone or e-mail	No Change	These are the typical methods to inform the jurisdiction
2	A "Voluntary Correction Agreement" is a process provided that allows the person responsible for the violation to enter into an agreement with the city under which such person agrees to abate the violation within a specified time and according to specified conditions.	No Change	This is a necessary step to try to resolve the matter prior to a notice of violation
3	A "Notice of Violation" is a formal notification to the person responsible for the violation identifying the violations and required mitigations.	Would allow the city staff to prepare	This is a typical administrative action and will reduce costs to the City. The City's current process requires the court date, time and location (which is set up by the city attorney)
4	The processing agency is the group that will conduct the appeal hearing	Hearing Examiner or District Court	A duel system option allows the City to decide which option to use. The majority of the cases would be heard by the Hearing Examiner. The City attorney would be needed for more complex situations, these cases would go before the District Court.
5	A notifying group is the person(s) responsible for issuing the notice of violation	Allows staff administrative control	This is a typical administrative action. First class mail is recognized as legal notification. A person can reject certified mail.
6	The response time is the time required for person responsible for the violation to respond, to the City, to request a hearing.	Would allow the city to process cases quicker	This is an important component to be able to process cases more expediently
7	Failing to respond by the person responsible for the violation in the time specified in the notice of violation	Would reduce unnecessary costs and time delays occurred	The City's current process requires the City to proceed with the court hearings for a judgement even without any response or participation of the person responsible for the violation
8	The party responsible for requesting the hearing examiner	Would require the person responsible for the violation to request a hearing to appeal	This would allow the City to not be required to proceed to a hearing when the person responsible for the violation doesn't want to appeal.
9	filing fee is the cost to file the case to be heard by the district court or with hearing examiner	Would deter people from filing an appeal just to file it	The filing fee will be refunded if the case is heard and the person responsible for the violation succeeds.
10	Daily fines are fines associated with alleged violation. Fines are typically dismissed or reduced if violation is corrected by the date set by hearing.	Would have a minimum cap and would double if the person responsible for the same type of violation repeated	The \$500.00 per day fine would remain as a deterrent for violation. However, this could be reduced by the Hearing Examiner or Judge to a minimum \$100.00 a day. Doubling of repeat violations of similar offenses will deter repeat violations
11	Additional fees are other costs associated with the prosecution of case	Would simplify the process	Possible costs include expert witnesses (geo-tech, sensitive area experts...), attorney fees. A 15% Administration Fee is avoids errors.
12	Failure to appear is when the person responsible for the violation does not appear for the date set to be heard with court/hearing examiner.	Would allow the Hearing Examiner or Court to enter findings and assess fines as prescribed in the notice of violaton without trying the case	Our current system requires the City to try the case in district court regardless if the defendant is present or fails to appear. This change will require the hearing examiner/court to find the violation as stated in the notice of violation and assess fines/penalties as prescribed in the notice of violation without trying the case and without reducing fines/penalties/other fees
13	A repeat violation means the same or similar violation has been repeated by the same person or on the same property	Would establish a consequence for a repeat violation	Our current process does not have a penalty for violations repeated by the same persons. This would establish a repeat violation timeline.
14	A penalty collection system is a process used by City to collect penalties/fines/costs associated with the case.	Would establish a collection or Lien at a parity of city or county taxes and places the penalty in a heirchy above current systems.	This allows the City an alternative to a lien and would allow the City to move up the collection system ladder



EXHIBIT D

City Of Kenmore, Washington

Minutes from April 25, 2011 Council Meeting Regarding Proposed Code Enforcement Program

Fred Stouder (FS): Apologized that the packets are missing ½ of the pages on two pages (full copies were distributed). The cost of savings for this approach will be considerable. Unfortunately, the City hasn't tracked the costs associated to code enforcement cases in the past. Whereas, the new process now has management team tracking time by project using coded system for reimbursement. We will bring examples of the cost comparison to the next meeting. The City Attorney's invoices are billed by subject not project. However, we will go back to previous invoices.

The new system was compared to three other cities. We are not reinventing the wheel. The new process will save time and money and may resolve cases in as little as 30 days to 75 days reaching a conclusion sooner where currently it takes longer. Now a lot of things can be in-house saving money and time.

Mayor Baker (MB): Asked since this is the first (first look) we have seen of this will we be spending much more time on this?

FS: Answered, if you wish to. You may still have questions.

Councilperson Sperry (CS): Stated she understands that this is the recommendation. What needs to happen?

Bryan Hampson (BH): per your direction, we will draft a new code section.

CS: is this a full change in code?

BH: yes, will change 1.20 entirely.

CS: when it is drafted, what is the time and window for change?

BH: soon, 2-3 weeks after council approval

CS: okay, we wouldn't have to wait a year. The first letter will be from staff instead of the attorney, this probably will be better received.

BH: People have a tendency to get defensive when receiving a letter from the City Attorney opposed to staff. The new process will require us to work with violator by correspondence and meetings.

MB: that's what I meant by a first look. We will have a chance to look at ordinance.

Councilperson Hendrickson (CH): Asked if we aware of the velvet hammer approach? The approach is to walk softly – not to go out looking for code violations. He has heard that someone contacted City with a problem and then they got cited for a new deck and some code enforcement officers use satellites images to look for violations?

BH: Most of our violations come from Citizen Request program and that we do not drive around looking for violations or use satellites images to find violations.

FS: some cities direct certain violations to be proactively enforced, we use a complaint based system.

Deputy Mayor Curtis (DMC): The new process looks more streamlined, & more effective. Stated he is in favor of moving ahead.

Councilperson Hensel (CHE): The new process will be saving money and will provide better customer service. Questioned, collection of lien at parity of city and county taxes?

BH: Level of Lien hierarchy changes. Same as city or county taxes for collection.

Councilperson Rogers (CR): Commented he sees the savings and proceed to motion.

DMC: Seconded motion

Motion Passed unanimously

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to Execute, Upon Final Review by the City Attorney, Contract No. 11-C954 with King County for Enhanced Animal Field Services, for a term of August 1, 2011 through December 31, 2012. Services and costs will be shared with the Cities of Shoreline and Lake Forest Park.			11 July 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Nancy Ousley	425-398-8900
COST OF PROPOSAL: \$16,154 for contract term of 17 months based on 2011 rate annual cost of \$11,403=15% of \$76,020 cost for enhanced service.		ACCOUNT NUMBER: 01.19.6421	
AMOUNT BUDGETED: \$2000 for 2011-2012 for Animal Services		NAME AND FUND #: General Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1) Proposed Contract No. 11-C954 2) Staff Memo Regarding July-December 2010 Animal Services Costs and Licensing Revenues 3) Spreadsheets for 2010 Final and Estimated 2011 Regional Animal Services Payment Calculations as prepared by King County Regional Animal Services			
SUMMARY STATEMENT: Proposed Contract No. 11-C954 with King County will continue weekend animal field services to the end of the term of the Interlocal Agreement for Regional Animal Services, which is December 31, 2012. The City of Kenmore, along with the Cities of Shoreline and Lake Forest Park, elected to contract with King County for dedicated enhanced field services for a term of one year which ends on July 31, 2011. The cost for 20 hours of service per week (10 hours per weekend day) is shared with Shoreline (70%) and Lake Forest Park (15%)—Kenmore's share is 15%. The 2011 cost for Enhanced Field Services is slightly higher due to an Annual Budget Inflation Cap of 1.36% that is a provision of the Regional Animal Services Interlocal. This increase is based on Consumer Price Index+population growth rate of unincorporated King County and contracting cities. A King County Animal Services officer is stationed in this area on weekends and responds to calls only in the three cities. The officer is also available for special patrols in parks or other areas requested by the cities for leash law or other enforcement activities. This service, though it is limited, has been well received and has allowed the City to request patrol and officer presence in areas where citizens have reported concerns about leash law violations and safety. The Regional Animal Services Interlocal Agreement adopted by King County and 27 cities in June 2010 provides a base level of 40 hours per week of animal field service, Monday through Friday. Bothell was a party to the agreement through December 31, 2010. The present Regional Animal Services structure is based on full cost recovery, and license revenue generated from residents in each participating city offsets the cost of its services. For the first six months of the Regional Agreement (July-December 2010), Kenmore's license revenue of \$39,189			

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VIIB.

Authorize the City Manager to Execute, Upon Final Review by the City Attorney, Contract No.

exceeded the cost not only of the Regional allocated costs for weekday field services, licensing services and a base support cost for regional shelter services, but it also exceeded the costs for PAWS shelter services and the enhanced weekend field services. The 2010 net amount due to Kenmore when all costs are deducted is \$3834.

The final estimates for 2011 Regional Animal Services costs represent an increase over the 2010 level because of: 1) an Annual Budget Inflation Cap that is part of the Regional Interlocal 2) one less city (Bothell) is contracting with King County as of January 1, 2011. The final July-December 2010 cost of Regional Animal Services to Kenmore was \$26,938 and the estimated for 2011 is \$63,509, which represents an annual increase of about \$10,000. If the license revenue trend continues at the rate seen in the last half of 2010, which will surpass 2009's annual figure of \$73,160, the net cost to Kenmore for all Regional Animal Services, PAWS shelter service (estimated at \$8000) and weekend animal field services in 2011 could be less than \$4000. The final net cost is dependent on license revenue and service use.

City staff are publicizing pet licensing, consulting with King County on marketing strategies for license purchase and renewal, and are working with local businesses to provide information to customers on how to license their pets. King County's estimate for Kenmore 2010 pet license compliance rate is 24%--compared with Lake Forest Park at 39%, Kirkland at 20% and Shoreline at 24%.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:
The Council authorized the City Manager to execute Contract No. 10-C882 with King County for Enhanced Animal Field Services for a term of one year on July 26, 2010. The Council authorized the City Manager to execute Contract No. 10-C881, an Interlocal Agreement with King County for Regional Animal Services on June 28, 2010. The Council authorized the City Manager to execute Contract No. 10-C873 with PAWS for shelter services on May 17, 2010 and authorized Amendment No. 1 on November 22, 2010 to extend the contract term to December 31, 2012.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:
Authorize the City Manager to execute, upon final review by the City Attorney, Contract No. 11-C954 with King County for Enhanced Animal Field Services for a term of August 1, 2011 through December 31, 2012.

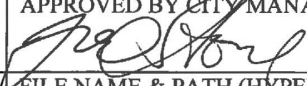
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: 29 June 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): Noted below

Exhibit E

Contract 11-C954

Enhanced Control Services Contract (Optional)

Between City of Kenmore ("City") and King County ("County")

The County is prepared to offer Enhanced Control Services to the City subject to the terms and conditions as described herein. **The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and the City and the County have entered into the underlying Agreement.** The Parties may agree to enter into this Enhanced Control Services Contract ("Contract") at any point during the term of the Animal Services Interlocal Agreement between the City and the County dated effective July 1, 2010 ("Agreement") and prior to August 1, 2011.

A. The County shall provide enhanced Control Services to the City in the form of an animal control officer dedicated to the City ("Dedicated Officer") as described in **Attachment A (Enhanced Service Options Matrix)**. Such services shall be provided for the period of time and cost described on **Attachment A** and may not be for a term of less than one year except as per subparagraph 1 below. Costs identified in **Attachment A** are for one (1) year of service, in 2010 dollars, and include the cost of the employee (salary, benefits), equipment and animal control vehicle for the employee's use. Thus, the cost for service for July 1 through December 31, 2010 will be one-half the amount shown in **Attachment A**. Annual costs are subject to adjustment each year, limited by the Annual Budget Inflator Cap (as defined in the Agreement).

1. Notwithstanding the foregoing, a City requesting enhanced control services beginning in July 2010 can require that its Contract term end on December 31, 2010, in the event the County implements (at the County's expense) an additional 2 days per week of Control Services countywide beginning in January 2011 (resulting in 7-day per week/8 hour day minimum). If such additional service is not funded by the County, the City's Contract for enhanced Control Services will remain in effect for such longer period as the City has requested (not less than one-year in total).

B. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement). However, if the City is requesting that the Enhanced Service occur during Regular ACO Service Hours, the City will pay a Support Cost Adjustment Factor as part

of the Reconciliation Adjustment Amount, calculated per **Exhibit D-1** of the Agreement, in addition to the costs described herein.

C. The scheduling of work by the Dedicated Officer shall be determined by mutual agreement of the contract administrators identified in Section 16 of the Agreement, and the mutual agreement of officials of other Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer; provided in the event the parties are unable to agree, the County shall have the right to finally determine the schedule of the Dedicated Officer in order to best meet the requests of multiple cities in light of work rules applicable to the Dedicated Officer.

D. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.

E. The County shall provide the City with a general quarterly calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.

F. An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. Similarly, a half-time FTE will provide a minimum of 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter, excepting that during the 4th quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15th. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

G. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A.1, a Contract may not be terminated if the term of service resulting is less than one year.

H. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this ____ day of _____, 2011.

King County

City of Kenmore

Dow Constantine
King County Executive

Frederick C. Stouder
City Manager

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Rod Kaseguma
City Attorney

Exhibit E: Attachment A
ENHANCED CONTROL SERVICES OPTION REQUEST

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Exhibit E)

City of Kenmore

Requested Enhanced Control Services Start Date: August 1, 2011.

Requested Enhanced Control Services End Date: December 31, 2012.

***term of service must be at least one year, except as provided in Paragraph A.1 (alternate service end date must be provided in event sales tax vote is not approved).**

% of Full Time Equivalent Officer (FTE) requested: 0.5 shared between the cities of Shoreline, Lake Forest Park and Kenmore (minimum request: 20%; requests must be in multiples of either 20% or 25%)

General Description of desired services (days, hours, nature of service):

The cities of Shoreline, Kenmore and Lake Forest Park request a 0.5 FTE Enhance Services Officer to be scheduled 20 hours per week; 10 hours on Saturday and 10 hours on Sunday. The Enhanced Services Officer will: 1) respond to calls for service that are received by Regional Animal Services of King County from these jurisdictions on Saturday and Sunday, 2) respond to animal control related issues that are observed in the field in these jurisdictions, 3) follow-up on calls for services and investigations that are received by Regional Animal Services of King County from these jurisdictions during the week (Monday through Friday), 4) provide park patrol, leash and license enforcement, and enforcement of other violations of the jurisdictions' animal regulations, 5) provide a "visual presence" within these jurisdictions via driving routes and park patrols, etc., and 6) provide occasional community event support.

Based on these duties, the cost for the Enhanced Services Officer will be allocated based on the number of hours spent in each a jurisdiction. Regional Animal Services of King County will charge each jurisdiction as follows: Shoreline - 70% of the Enhanced Service Officer's annual cost, Lake Forest Park - 15% of the Enhanced Service Officer's annual cost, and Kenmore - 15% of the Enhanced Service Officer's annual cost. The time spent in each jurisdiction will mirror these cost allocations; i.e., the Enhanced Services Officer will spend 70% of his/her total time in Shoreline. However this time allocation shall

include "shared time", such as travel time to the jurisdictions, travel time between the jurisdictions, and other time that cannot be allocated to one jurisdiction. As well, the time allocation shall be calculated during the totality of this interlocal agreement term, and not on a weekly or monthly basis.

Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

See above and table below:

<u>Jurisdiction</u>	<u>Cost Allocation Percentage</u>	<u>2010 Cost Allocation</u>	<u>Weekly Time Allocation (In Hours)*</u>
Kenmore	15%	\$11,250	3.0
Lake Forest Park	15%	\$11,250	3.0
Shoreline	70%	\$52,500	14.0
Total	100%	\$75,000	20.0

*Time allocation shall be calculated during the totality of this interlocal agreement term, and not on a weekly or monthly basis; this weekly hour allocation is shown for illustrative purposes.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and variously scheduled service, *including but not limited to adjusting allocations of service from increments of 20% to 25%*, in order to develop workable employment and scheduling for the officers within then-existing workrules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A.1. Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. *For example*, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all cities sharing the services of that FTE.

Column 1: Aggregate of 50% of an FTE Requested by all Participating Cities	Column 2: Aggregate of 1 FTE Requested by all Participating Cities
Cost to City: (% of Half-Time FTE requested) x \$75,000/year in 2010*	Cost to City: (% of FTE requested) x \$115,000/year in 2010 *
<i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$18,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011.	<i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,375 and City C would pay \$28,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011.
** (50% of a Half-Time FTE)	

*2010 annual cost; subject to annual inflator adjustment as described in Paragraph A.

Request Signed as of this ____ day of _____, 2011.

City of Kenmore

Frederick C. Stouder
City Manager



City Of Kenmore, Washington

Memorandum

Date: June 24, 2011

To: Fred Stouder, City Manager
Joanne Gregory, Finance Director

From: Nancy Ousley, *NKO* Assistant City Manager

Subject: Animal Services Final Costs for July-December 2010

Kenmore, along with 26 other cities, adopted an interlocal agreement with King County for Regional Animal Services which went into effect on July 1, 2010 and expires December 31, 2012. This agreement is based on a full cost recovery model for King County for its licensing, animal field services/enforcement, and regional shelter services. Costs are allocated among the participating jurisdictions using a mix of population and service use. Bothell was a party to the Agreement through December, 2010.

Kenmore and other North King County cities have a slightly different cost and service structure than most of the cities in the Interlocal. First, Kenmore and four other north King County cities contract with PAWS for shelter services for dogs and cats, and therefore are responsible for a base cost to support regional shelter services plus the cost of PAWS services. Second, Kenmore, Shoreline and Lake Forest Park elected to share the cost of dedicated animal field services on weekends, when no Animal Control officers are on duty under the Regional framework. The initial contract was for July 31, 2010 - July 31, 2011, and per our agreement, Shoreline pays 70% and Kenmore and Lake Forest Park each pay 15% of the enhanced service cost. The cost for Kenmore is \$11,250 per year.

Licensing revenues play a decisive role in determining the final costs to the City. If licensing revenue generated for Kenmore pets exceeds the service costs, the City has no further financial obligation, and may receive a rebate from King County.

As required by the Interlocal, King County has provided final cost and license revenue information for July-December 2010. The bottom line for Kenmore is that we get some money back.

Here's the breakdown (see page 2):

18120 68th Ave NE · PO Box 82607 · Kenmore, WA 98028

Office: (425) 398-8900 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov · www.kenmorewa.gov

VIIB.

Authorize the City Manager to Execute, Upon Final Review by the City Attorney, Contract No.

REGIONAL ANIMAL SERVICES FOR KING COUNTY

FINAL 2010 PAYMENT CALCULATION-RECONCILIATION FOR JULY 1- DECEMBER 31, 2010

CITY OF KENMORE

Regional Allocated Cost	License Revenue (July-Dec 2010)	Rebate due to Kenmore for Regional Services	PAWS Costs (May-Dec 2010)	Weekend Field Service Cost (July 31-Dec 31, 2010)	Final Net Difference due to Kenmore
\$26,938	\$39,189	\$12,251	\$3625	\$4792	\$3834

Going forward for the remainder of the term of the interlocal agreement (to December 31, 2012), the City of Kenmore net annual cost may be close to zero or within a few thousand dollars. In June 2010 Council agenda bills related to Regional Animal Services, staff estimated the annual net cost to Kenmore for all services, including PAWS and weekend animal field services, would be between \$6300-\$9800, assuming the license revenue stayed at the 2009 level of \$73,160. It is doubtful that the City would get any sizeable rebates unless licensing revenue increases.

Costs for 2011 will probably stay the same or increase as compared to 2010. We recommend continuing the weekend animal control services through the end of the contract term in December 2012 because it has been cost effective in providing weekend responsiveness to leash violations and other enforcement issues. Also, the per-animal cost for PAWS is \$160 for 2011-2012 as opposed to \$145 in the initial contract for 2010. The number of animals served in May-December 2010 by PAWS was 25, as compared to an annual average of 51 Kenmore animals served by the King County Regional Shelter in Kent in 2006-2009. Our cost estimates at the time the contracts with King County and PAWS were signed assumed that the number of Kenmore animals served by PAWS could rise by as much as 30% because PAWS is more conveniently located than the King County shelter. PAWS numbers for January-May 2011 are 10 pets served, at a cost to the City of \$1600. Though that year to date number is fairly low, with summer and kitten season coming up, the annual number of animals sheltered will likely match or surpass the rate of previous years.

Licensing revenue (\$39,189) for the second half of 2010 was trending higher than 2009's full year licensing revenue, which was \$73,160. We are working with King County staff on increased marketing, such as selling licenses at City events and having more local businesses participate in selling licenses.

King County will provide estimates for 2012 service costs in August 2011. Per our agreement with King County, the City must notify King County by May 1, 2012 if we want to renew the contract for

Regional Animal Services. The City preferred not to have an automatic renewal provision in the interlocal.

As the Regional model was being developed last year, the North King County cities examined options for a sub-regional service model. This option may be revisited as the Regional Animal Services contract nears its expiration date.

Let me know if you have any questions on this material.

Regional Animal Services of King County
2010 Final Payment Calculation - Reconciliation for the Period July 1 - December 31

		Control	Animal Care	Licensing	Total Allocated Costs	2010 Licensing Revenue	Estimated Net Cost					
Total Allocable Costs		\$822,877	\$1,623,125	\$467,552	\$2,913,554							
Total Non-Licensing Revenue		\$40,654	\$109,728	\$14,848	\$165,230							
Total Net Allocable Costs		\$782,223	\$1,513,397	\$452,704	\$2,748,324	\$1,752,051	-\$996,273					
Animal Control District Number	Jurisdiction	Control Services Cost Allocation (2)	Animal Care Services Cost Allocation (3)	Licensing Cost Allocation (4)	Total Animal Services Cost Allocation	Licensing Revenue July - December (Excluding Transitional Licensing Support)	Net Cost Allocation (Excluding Transitional Licensing Support)	Transition Funding (5)	Credits (6)	Net Costs with Transition Funding and Credits	Revenue from Transitional Licensing Support	2010 Net Final Cost(7)
200	Bothell	\$16,854	\$11,867	\$13,202	\$41,724	\$46,280	\$4,556	\$0	\$0	\$4,556	\$0	\$4,556
	Carnation	\$1,080	\$2,359	\$721	\$4,160	\$2,733	-\$1,427	\$836	\$0	-\$591	\$0	-\$591
	Duvall	\$4,331	\$5,827	\$3,050	\$13,208	\$13,785	\$577	\$0	\$0	\$577	\$0	\$577
	Estimated Unincorporated King County	\$62,831	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kenmore	\$10,334	\$7,247	\$9,357	\$26,938	\$39,189	\$12,251	\$0	\$0	\$12,251	\$0	\$12,251
	Kirkland	\$22,783	\$49,288	\$18,935	\$91,015	\$67,139	-\$23,876	\$0	\$15,279	-\$8,598	\$0	-\$8,598
	Lake Forest Park	\$6,457	\$4,462	\$6,891	\$17,810	\$32,715	\$14,905	\$0	\$0	\$14,905	\$0	\$14,905
	Redmond	\$24,154	\$49,826	\$20,607	\$94,588	\$72,402	-\$22,186	\$0	\$20,811	-\$1,375	\$0	-\$1,375
	Sammamish	\$20,150	\$39,214	\$17,672	\$77,036	\$67,884	-\$9,152	\$0	\$4,670	-\$4,582	\$0	-\$4,582
	Shoreline	\$20,109	\$18,775	\$23,217	\$62,101	\$91,613	\$29,512	\$0	\$0	\$29,512	\$0	\$29,512
	Woodinville	\$6,661	\$3,874	\$4,891	\$15,427	\$19,796	\$4,369	\$0	\$0	\$4,369	\$0	\$4,369
	SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)	\$132,724	\$192,740	\$118,543	\$444,007	\$453,536	\$9,529	\$836	\$40,659	\$51,024	\$0	\$51,024
220	Beaux Arts	\$100	\$227	\$175	\$501	\$793	\$292	\$0	\$0	\$292	\$0	\$292
	Bellevue	\$74,270	\$118,364	\$53,977	\$246,610	\$181,343	-\$65,267	\$0	\$34,196	-\$51,072	\$49,697	-\$1,375
	Clyde Hill	\$1,470	\$2,512	\$1,255	\$5,238	\$4,656	-\$582	\$0	\$0	-\$582	\$0	-\$582
	Estimated Unincorporated King County	\$63,534	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Issaquah	\$21,576	\$28,844	\$11,058	\$61,478	\$36,208	-\$25,267	\$0	\$0	-\$25,267	\$0	-\$25,267
	Mercer Island	\$12,642	\$19,462	\$8,507	\$40,611	\$28,765	-\$11,846	\$0	\$10,472	-\$1,375	\$0	-\$1,375
	Newcastle	\$8,383	\$8,619	\$3,241	\$20,243	\$8,738	-\$11,505	\$0	\$5,483	-\$6,022	\$0	-\$6,022
	North Bend	\$6,041	\$6,103	\$2,443	\$14,587	\$10,001	-\$4,586	\$2,086	\$0	-\$2,500	\$0	-\$2,500
	Snoqualmie	\$7,049	\$10,851	\$4,337	\$22,236	\$17,135	-\$5,101	\$0	\$1,679	-\$3,422	\$0	-\$3,422
	Yarrow Point	\$492	\$758	\$472	\$1,723	\$2,005	\$282	\$0	\$0	\$282	\$0	\$282
	SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)	\$132,022	\$195,740	\$85,463	\$413,225	\$269,644	-\$143,581	\$2,086	\$52,129	-\$89,366	\$49,697	-\$39,669
240	Estimated Unincorporated King County	\$46,396	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kent (Panther Lake Annexation partially included)	\$99,096	\$316,921	\$44,938	\$460,954	\$110,110	-\$350,844	\$167,417	\$24,533	-\$158,894	\$45,804	-\$113,090
	SeaTac	\$28,540	\$58,865	\$10,796	\$98,201	\$25,850	-\$72,351	\$11,275	\$3,977	-\$57,099	\$10,700	-\$46,399
	Tukwila	\$21,524	\$61,001	\$8,237	\$90,762	\$20,953	-\$69,809	\$7,962	\$2,822	-\$59,025	\$11,693	-\$47,332
SUBTOTAL FOR CITIES IN 240 (excludes unincorporated area)		\$149,160	\$436,786	\$63,971	\$649,917	\$156,913	-\$493,004	\$186,654	\$31,331	-\$275,019	\$68,197	-\$206,822
260	Auburn	\$77,077	\$181,932	\$31,729	\$290,738	\$126,549	-\$164,189	\$99,824	\$0	-\$64,365	\$0	-\$64,365
	Black Diamond	\$3,372	\$5,911	\$1,624	\$10,908	\$5,832	-\$5,076	\$1,832	\$0	-\$3,244	\$0	-\$3,244
	Covington	\$21,118	\$40,476	\$7,484	\$69,078	\$32,235	-\$36,843	\$7,682	\$0	-\$29,161	\$0	-\$29,161
	Enumclaw	\$11,858	\$21,915	\$5,674	\$39,448	\$12,832	-\$26,616	\$16,592	\$0	-\$10,024	\$10,520	\$496
	Estimated Unincorporated King County	\$61,521	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Maple Valley	\$20,610	\$33,031	\$8,988	\$62,629	\$33,954	-\$28,675	\$9,133	\$0	-\$19,542	\$0	-\$19,542
	SUBTOTAL FOR CITIES IN 260 (excludes unincorporated area)	\$134,035	\$283,265	\$55,500	\$472,800	\$211,402	-\$261,398	\$135,063	\$0	-\$126,335	\$10,520	-\$115,815
TOTAL FOR CITIES		\$547,941	\$1,108,530	\$323,476	\$1,979,948	\$1,081,495	-\$888,454	\$324,639	\$124,119	-\$439,696	\$128,414	-\$311,282
Total King County Unincorporated Area Allocation		\$234,281	\$404,866	\$129,228	\$768,375	\$532,142	-\$236,233					
Cities and County Total		\$782,223	\$1,513,397	\$452,704	\$2,748,324	\$1,623,637	-\$1,124,687					

Source: Regional Animal Services of King County and KC Office of Management and Budget
Date: June 13, 2011

Notes:

- The following cities do not participate: Federal Way, Seattle, Renton, Des Moines, Normandy Park, Medina, Skykomish, Milton, Hunts Point, Algonia, Pacific, and Burien.
- One quarter of control services costs are allocated to each control district, then costs are further allocated 50% by total call volume and 50% by 2010 population.
- This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 50% by King County shelter volume intake and 50% by 2010 population. Values for northern cities using PAWS for sheltering include only the 50% population allocation.
- Licensing costs are allocated 50% by population and 50% by total number of active licenses.
- Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. Licensing support is allocated to the five cities with the lowest per capita licensing revenue. For additional detail, see ILA Exhibit C-4.
- Credits include (1) the Resident Usage Credit, which limits the cost allocation in the regional model to no more than 20% greater than the charge would be under the usage only model for all cities whose net cost is greater than \$5,000 and (2) the Impact Mitigation Credit which limits overall net cost increases from cities opting out of the model to not more than 10% greater than in the previous model. See Exhibit C-4 for more detail.
- Negative numbers represent the Final payment due to King County. Positive numbers represent a credit due from King County. All Net Final costs are not adjusted for estimated 2010 payments made by jurisdiction at the end of the year (due and payable by January 15, 2011).

Regional Animal Services of King County
Final 2011 Estimated Payment Calculation (Per ILA Section 15.b.i.)

(Showing participation only of those jurisdictions that have executed agreements for service year 2011 as of July 31, 2010.)

		Control	Shelter	Licensing	Total Allocated Costs	2009 Licensing Revenue	Estimated Net Cost					
Budgeted Total Allocable Costs		\$1,754,000	\$3,226,800	\$954,600	\$5,935,400							
Budgeted Non-Licensing Revenue		\$92,564	\$233,425	\$55,305	\$381,294							
Budgeted Net Allocable Costs		\$1,661,436	\$2,993,375	\$899,295	\$5,554,106	\$2,967,808	-\$2,586,298					
Animal Control District Number	Jurisdiction	Estimated Animal Control Cost Allocation (2)	Estimated Sheltering Cost Allocation (3)	Estimated Licensing Cost Allocation (4)	Estimated Total Animal Services Cost Allocation	2009 Licensing Revenue	Estimated Net Cost Allocation	Transition Funding (5)	Credits (6)	Estimated Net Costs with Transition Funding and Credits	Estimated Revenue from Transitional Licensing Support	Estimated Net Final Cost
200	Carnation	\$2,813	\$8,673	\$1,680	\$13,165	\$5,723	-\$7,442	\$1,674	\$81	-\$5,688	\$0	-\$5,688
	Duvall	\$7,221	\$13,267	\$5,789	\$26,277	\$22,113	-\$4,164	\$0	\$1,289	-\$2,875	\$0	-\$2,875
	Estimated Unincorporated King County	\$109,515	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kenmore	\$28,005	\$14,847	\$20,657	\$63,509	\$73,160	\$9,651	\$0	\$0	\$9,651	\$0	\$9,651
	Kirkland	\$54,921	\$103,569	\$42,076	\$200,566	\$169,211	-\$41,355	\$0	\$37,540	-\$3,815	\$0	-\$3,815
	Lake Forest Park	\$15,005	\$9,232	\$13,695	\$37,931	\$71,987	\$34,056	\$0	\$0	\$34,056	\$0	\$34,056
	Redmond	\$55,723	\$104,782	\$44,796	\$205,301	\$134,311	-\$70,990	\$0	\$48,637	-\$22,353	\$0	-\$22,353
	Sammamish	\$42,092	\$72,359	\$37,245	\$151,697	\$135,347	-\$16,350	\$0	\$13,475	-\$2,875	\$0	-\$2,875
	Shoreline	\$78,254	\$39,243	\$49,532	\$167,029	\$189,347	\$22,318	\$0	\$0	\$22,318	\$0	\$22,318
	Woodinville	\$16,431	\$8,161	\$10,457	\$35,048	\$37,918	\$2,870	\$0	\$0	\$2,870	\$0	\$2,870
	SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)	\$300,464	\$574,132	\$225,927	\$900,524	\$629,117	-\$71,406	\$1,674	\$102,765	-\$31,289	\$0	-\$31,289
220	Beaux Arts	\$437	\$484	\$326	\$1,247	\$900	-\$348	\$0	\$0	-\$348	\$0	-\$348
	Bellevue	\$142,920	\$248,731	\$98,139	\$489,790	\$274,346	-\$215,443	\$0	\$96,500	-\$118,943	\$60,000	-\$58,943
	Clyde Hill	\$3,450	\$4,622	\$2,660	\$10,733	\$8,044	-\$2,689	\$0	\$0	-\$2,689	\$0	-\$2,689
	Estimated Unincorporated King County	\$161,821	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Issaquah	\$39,837	\$61,798	\$21,566	\$123,201	\$64,509	-\$58,692	\$0	\$0	-\$58,692	\$0	-\$58,692
	Mercer Island	\$25,214	\$39,482	\$18,448	\$83,145	\$55,113	-\$28,032	\$0	\$25,157	-\$2,875	\$0	-\$2,875
	Newcastle (7)	\$13,546	\$19,375	\$5,954	\$38,874	\$10,000	-\$28,874	\$0	\$10,569	-\$18,306	\$0	-\$18,306
	North Bend	\$10,286	\$16,764	\$4,711	\$31,761	\$14,341	-\$17,420	\$4,172	\$0	-\$13,248	\$0	-\$13,248
	Snoqualmie	\$12,161	\$22,155	\$7,443	\$41,759	\$23,667	-\$18,092	\$0	\$4,144	-\$13,948	\$0	-\$13,948
	Yarrow Point	\$1,053	\$1,506	\$893	\$3,452	\$2,864	-\$588	\$0	\$0	-\$588	\$0	-\$588
	SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)	\$248,904	\$414,919	\$160,138	\$823,962	\$453,784	-\$370,177	\$4,172	\$137,390	-\$229,657	\$60,000	-\$169,657
240	Estimated Unincorporated King County	\$102,993	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kent (Includes Panther Lake Annexation)	\$204,995	\$692,850	\$90,368	\$988,214	\$255,365	-\$732,849	\$334,834	\$41,536	-\$356,480	\$60,000	-\$296,480
	SeaTac	\$61,112	\$112,784	\$20,264	\$194,160	\$53,065	-\$141,095	\$22,551	\$4,645	-\$113,899	\$10,000	-\$103,899
	Tukwila	\$46,258	\$83,806	\$12,847	\$142,911	\$30,348	-\$112,563	\$15,925	\$2,783	-\$93,856	\$10,000	-\$83,856
SUBTOTAL FOR CITIES IN 240 (excludes unincorporated area)		\$312,368	\$889,440	\$123,479	\$1,325,285	\$339,777	-\$986,507	\$373,309	\$48,964	-\$556,234	\$80,000	-\$476,234
260	Auburn	\$140,203	\$353,409	\$51,500	\$545,112	\$158,415	-\$386,697	\$199,649	\$0	-\$187,048	\$0	-\$187,048
	Black Diamond	\$9,892	\$18,626	\$3,743	\$32,261	\$13,071	-\$19,189	\$3,664	\$0	-\$15,526	\$0	-\$15,526
	Covington	\$48,018	\$68,066	\$16,959	\$133,043	\$60,534	-\$72,509	\$15,364	\$0	-\$57,145	\$0	-\$57,145
	Enumclaw	\$29,563	\$57,391	\$9,166	\$96,120	\$22,464	-\$73,656	\$33,903	\$0	-\$39,753	\$10,000	-\$29,753
	Estimated Unincorporated King County	\$137,905	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Maple Valley	\$46,777	\$71,339	\$19,292	\$137,407	\$62,293	-\$75,114	\$18,265	\$0	-\$56,849	\$0	-\$56,849
SUBTOTAL FOR CITIES IN 260 (excludes unincorporated area)		\$274,453	\$568,830	\$100,659	\$943,943	\$318,777	-\$625,166	\$270,845	\$0	-\$356,321	\$10,000	-\$346,321
TOTAL FOR CITIES		\$1,136,187	\$2,247,322	\$610,204	\$3,993,713	\$1,938,456	-\$2,055,256	\$650,000	\$289,119	-\$1,118,903	\$150,000	-\$966,137
Total King County Unincorporated Area Allocation		\$512,234	\$746,053	\$289,091	\$1,547,379	\$1,029,352	-\$518,027					
King County Transitional Costs												-\$518,027
• One-Time Implementation Costs (8)												-\$542,500
• Other Operational and Reform Effort Costs (9)												-\$533,183
• Transition Funding for Cities												-\$650,000
• Credits												-\$289,119
TOTAL FOR KING COUNTY												-\$2,532,829

Source: Regional Animal Services of King County and KC Office of Performance, Strategy & Budget
Date: December 15, 2010

Notes:

1. Assumes the following cities do not participate: Federal Way, Seattle, Renton, Des Moines, Normandy Park, Medina, Skykomish, Milton, Hunts Point, Algona, Pacific, Burien, and Bothell.
2. One quarter of control services costs are allocated to each control district, then costs are further allocated 50% by total call volume (averaged from 2007-2009) and 50% by 2009 population.
3. This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 50% by King County shelter volume intake (averaged for 2008-2009) and 50% by 2009 population. Values for northern cities anticipating using PAWS for sheltering include only the 50% population allocation.
4. Licensing costs are allocated 50% by population and 50% by total number of active licenses (average 2007-2009).
5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. Licensing support is allocated to the five cities with the lowest per capita licensing revenue. For additional detail, see Exhibit C-4 for more information.
6. Credits include (1) the Resident Usage Credit, which limits the cost allocation in the regional model to no more than 20% greater than the charge would be under the usage only model for all cities whose net cost is greater than \$5,000 and (2) the Impact Mitigation Credit which limits overall net cost increases from cities opting out of the model to not more 10% greater than in the previous model. See Exhibit C-4 for more detail.
7. Newcastle did not license with King County in 2009. The revenue value provided here assumes the 400 licenses issued by Newcastle in 2009 being issued at King County licensing costs.
8. One-time costs associated with model implementation include contract negotiation, IT system upgrade, and transitional licensing support.
9. Other operational costs include services for the mainframe systems and crossroads facility lease, King County unincorporated area only marketing efforts, and various salary and wage contingency elements. Costs associated with enhanced services contracts are revenue backed and are not reported here. Reform effort costs include changes to the clinic reporting structure, hiring consultants to review reform progress, and adding an administrator to support reform efforts. Reform efforts also include hiring an additional vet tech, however, this position will be funded by donations and therefore the cost is not reported here.



City Of Kenmore, Washington

Memorandum

Date: June 24, 2011

To: Fred Stouder, City Manager
Joanne Gregory, Finance Director

From: Nancy Ousley, *NKO* Assistant City Manager

Subject: Animal Services Final Costs for July-December 2010

Kenmore, along with 26 other cities, adopted an interlocal agreement with King County for Regional Animal Services which went into effect on July 1, 2010 and expires December 31, 2012. This agreement is based on a full cost recovery model for King County for its licensing, animal field services/enforcement, and regional shelter services. Costs are allocated among the participating jurisdictions using a mix of population and service use. Bothell was a party to the Agreement through December, 2010.

Kenmore and other North King County cities have a slightly different cost and service structure than most of the cities in the Interlocal. First, Kenmore and four other north King County cities contract with PAWS for shelter services for dogs and cats, and therefore are responsible for a base cost to support regional shelter services plus the cost of PAWS services. Second, Kenmore, Shoreline and Lake Forest Park elected to share the cost of dedicated animal field services on weekends, when no Animal Control officers are on duty under the Regional framework. The initial contract was for July 31, 2010 - July 31, 2011, and per our agreement, Shoreline pays 70% and Kenmore and Lake Forest Park each pay 15% of the enhanced service cost. The cost for Kenmore is \$11,250 per year.

Licensing revenues play a decisive role in determining the final costs to the City. If licensing revenue generated for Kenmore pets exceeds the service costs, the City has no further financial obligation, and may receive a rebate from King County.

As required by the Interlocal, King County has provided final cost and license revenue information for July-December 2010. The bottom line for Kenmore is that we get some money back.

Here's the breakdown (see page 2):

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VIIB.

Authorize the City Manager to Execute, Upon Final Review by the City Attorney, Contract No.

REGIONAL ANIMAL SERVICES FOR KING COUNTY

FINAL 2010 PAYMENT CALCULATION-RECONCILIATION FOR JULY 1- DECEMBER 31, 2010

CITY OF KENMORE

Regional Allocated Cost	License Revenue (July-Dec 2010)	Rebate due to Kenmore for Regional Services	PAWS Costs (May-Dec 2010)	Weekend Field Service Cost (July 31-Dec 31, 2010)	Final Net Difference due to Kenmore
\$26,938	\$39,189	\$12,251	\$3625	\$4792	\$3834

Going forward for the remainder of the term of the interlocal agreement (to December 31, 2012), the City of Kenmore net annual cost may be close to zero or within a few thousand dollars. In June 2010 Council agenda bills related to Regional Animal Services, staff estimated the annual net cost to Kenmore for all services, including PAWS and weekend animal field services, would be between \$6300-\$9800, assuming the license revenue stayed at the 2009 level of \$73,160. It is doubtful that the City would get any sizeable rebates unless licensing revenue increases.

Costs for 2011 will probably stay the same or increase as compared to 2010. We recommend continuing the weekend animal control services through the end of the contract term in December 2012 because it has been cost effective in providing weekend responsiveness to leash violations and other enforcement issues. Also, the per-animal cost for PAWS is \$160 for 2011-2012 as opposed to \$145 in the initial contract for 2010. The number of animals served in May-December 2010 by PAWS was 25, as compared to an annual average of 51 Kenmore animals served by the King County Regional Shelter in Kent in 2006-2009. Our cost estimates at the time the contracts with King County and PAWS were signed assumed that the number of Kenmore animals served by PAWS could rise by as much as 30% because PAWS is more conveniently located than the King County shelter. PAWS numbers for January-May 2011 are 10 pets served, at a cost to the City of \$1600. Though that year to date number is fairly low, with summer and kitten season coming up, the annual number of animals sheltered will likely match or surpass the rate of previous years.

Licensing revenue (\$39,189) for the second half of 2010 was trending higher than 2009's full year licensing revenue, which was \$73,160. We are working with King County staff on increased marketing, such as selling licenses at City events and having more local businesses participate in selling licenses.

King County will provide estimates for 2012 service costs in August 2011. Per our agreement with King County, the City must notify King County by May 1, 2012 if we want to renew the contract for

Regional Animal Services. The City preferred not to have an automatic renewal provision in the interlocal.

As the Regional model was being developed last year, the North King County cities examined options for a sub-regional service model. This option may be revisited as the Regional Animal Services contract nears its expiration date.

Let me know if you have any questions on this material.

Regional Animal Services of King County
2010 Final Payment Calculation - Reconciliation for the Period July 1 - December 31

		Control	Animal Care	Licensing	Total Allocated Costs	2010 Licensing Revenue	Estimated Net Cost					
Total Allocable Costs		\$822,877	\$1,623,125	\$467,552	\$2,913,554							
Total Non-Licensing Revenue		\$40,654	\$109,728	\$14,848	\$165,230							
Total Net Allocable Costs		\$782,223	\$1,513,397	\$452,704	\$2,748,324	\$1,752,051	-\$996,273					
Animal Control District Number	Jurisdiction	Control Services Cost Allocation (2)	Animal Care Services Cost Allocation (3)	Licensing Cost Allocation (4)	Total Animal Services Cost Allocation	Licensing Revenue July - December (Excluding Transitional Licensing Support)	Net Cost Allocation (Excluding Transitional Licensing Support)	Transition Funding (5)	Credits (6)	Net Costs with Transition Funding and Credits	Revenue from Transitional Licensing Support	2010 Net Final Cost(7)
200	Bothell	\$16,854	\$11,867	\$13,202	\$41,724	\$46,280	\$4,556	\$0	\$0	\$4,556	\$0	\$4,556
	Carnation	\$1,080	\$2,359	\$721	\$4,160	\$2,733	-\$1,427	\$836	\$0	-\$591	\$0	-\$591
	Duvall	\$4,331	\$5,827	\$3,050	\$13,208	\$13,785	\$577	\$0	\$0	\$577	\$0	\$577
	Estimated Unincorporated King County	\$62,831	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kenmore	\$10,334	\$7,247	\$9,357	\$26,938	\$39,189	\$12,251	\$0	\$0	\$12,251	\$0	\$12,251
	Kirkland	\$22,783	\$49,288	\$18,935	\$91,015	\$67,139	-\$23,876	\$0	\$15,279	-\$8,598	\$0	-\$8,598
	Lake Forest Park	\$6,457	\$4,462	\$6,891	\$17,810	\$32,715	\$14,905	\$0	\$0	\$14,905	\$0	\$14,905
	Redmond	\$24,154	\$49,826	\$20,607	\$94,588	\$72,402	-\$22,186	\$0	\$20,811	-\$1,375	\$0	-\$1,375
	Sammamish	\$20,150	\$39,214	\$17,672	\$77,036	\$67,884	-\$9,152	\$0	\$4,670	-\$4,582	\$0	-\$4,582
	Shoreline	\$20,109	\$18,775	\$23,217	\$62,101	\$91,613	\$29,512	\$0	\$0	\$29,512	\$0	\$29,512
	Woodinville	\$6,661	\$3,874	\$4,891	\$15,427	\$19,796	\$4,369	\$0	\$0	\$4,369	\$0	\$4,369
	SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)	\$132,724	\$192,740	\$118,543	\$444,007	\$453,536	\$9,529	\$836	\$40,659	\$51,024	\$0	\$51,024
220	Beaux Arts	\$100	\$227	\$175	\$501	\$793	\$292	\$0	\$0	\$292	\$0	\$292
	Bellevue	\$74,270	\$118,364	\$53,977	\$246,610	\$181,343	-\$65,267	\$0	\$34,196	-\$51,072	\$49,697	-\$1,375
	Clyde Hill	\$1,470	\$2,512	\$1,255	\$5,238	\$4,656	-\$582	\$0	\$0	-\$582	\$0	-\$582
	Estimated Unincorporated King County	\$63,534	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Issaquah	\$21,576	\$28,844	\$11,058	\$61,478	\$36,208	-\$25,267	\$0	\$0	-\$25,267	\$0	-\$25,267
	Mercer Island	\$12,642	\$19,462	\$8,507	\$40,611	\$28,765	-\$11,846	\$0	\$10,472	-\$1,375	\$0	-\$1,375
	Newcastle	\$8,383	\$8,619	\$3,241	\$20,243	\$8,738	-\$11,505	\$0	\$5,483	-\$6,022	\$0	-\$6,022
	North Bend	\$6,041	\$6,103	\$2,443	\$14,587	\$10,001	-\$4,586	\$2,086	\$0	-\$2,500	\$0	-\$2,500
	Snoqualmie	\$7,049	\$10,851	\$4,337	\$22,236	\$17,135	-\$5,101	\$0	\$1,679	-\$3,422	\$0	-\$3,422
	Yarrow Point	\$492	\$758	\$472	\$1,723	\$2,005	\$282	\$0	\$0	\$282	\$0	\$282
	SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)	\$132,022	\$195,740	\$85,463	\$413,225	\$269,644	-\$143,581	\$2,086	\$52,129	-\$89,366	\$49,697	-\$39,669
240	Estimated Unincorporated King County	\$46,396	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kent (Panther Lake Annexation partially included)	\$99,096	\$316,921	\$44,938	\$460,954	\$110,110	-\$350,844	\$167,417	\$24,533	-\$158,894	\$45,804	-\$113,090
	SeaTac	\$28,540	\$58,865	\$10,796	\$98,201	\$25,850	-\$72,351	\$11,275	\$3,977	-\$57,099	\$10,700	-\$46,399
	Tukwila	\$21,524	\$61,001	\$8,237	\$90,762	\$20,953	-\$69,809	\$7,962	\$2,822	-\$59,025	\$11,693	-\$47,332
SUBTOTAL FOR CITIES IN 240 (excludes unincorporated area)		\$149,160	\$436,786	\$63,971	\$649,917	\$156,913	-\$493,004	\$186,654	\$31,331	-\$275,019	\$68,197	-\$206,822
260	Auburn	\$77,077	\$181,932	\$31,729	\$290,738	\$126,549	-\$164,189	\$99,824	\$0	-\$64,365	\$0	-\$64,365
	Black Diamond	\$3,372	\$5,911	\$1,624	\$10,908	\$5,832	-\$5,076	\$1,832	\$0	-\$3,244	\$0	-\$3,244
	Covington	\$21,118	\$40,476	\$7,484	\$69,078	\$32,235	-\$36,843	\$7,682	\$0	-\$29,161	\$0	-\$29,161
	Enumclaw	\$11,858	\$21,915	\$5,674	\$39,448	\$12,832	-\$26,616	\$16,592	\$0	-\$10,024	\$10,520	\$496
	Estimated Unincorporated King County	\$61,521	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Maple Valley	\$20,610	\$33,031	\$8,988	\$62,629	\$33,954	-\$28,675	\$9,133	\$0	-\$19,542	\$0	-\$19,542
	SUBTOTAL FOR CITIES IN 260 (excludes unincorporated area)	\$134,035	\$283,265	\$55,500	\$472,800	\$211,402	-\$261,398	\$135,063	\$0	-\$126,335	\$10,520	-\$115,815
TOTAL FOR CITIES		\$547,941	\$1,108,530	\$323,476	\$1,979,948	\$1,081,495	-\$888,454	\$324,639	\$124,119	-\$439,696	\$128,414	-\$311,282
Total King County Unincorporated Area Allocation		\$234,281	\$404,866	\$129,228	\$768,375	\$532,142	-\$236,233					
Cities and County Total		\$782,223	\$1,513,397	\$452,704	\$2,748,324	\$1,623,637	-\$1,124,687					

Source: Regional Animal Services of King County and KC Office of Management and Budget
Date: June 13, 2011

Notes:

- The following cities do not participate: Federal Way, Seattle, Renton, Des Moines, Normandy Park, Medina, Skykomish, Milton, Hunts Point, Algonia, Pacific, and Burien.
- One quarter of control services costs are allocated to each control district, then costs are further allocated 50% by total call volume and 50% by 2010 population.
- This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 50% by King County shelter volume intake and 50% by 2010 population. Values for northern cities using PAWS for sheltering include only the 50% population allocation.
- Licensing costs are allocated 50% by population and 50% by total number of active licenses.
- Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. Licensing support is allocated to the five cities with the lowest per capita licensing revenue. For additional detail, see ILA Exhibit C-4.
- Credits include (1) the Resident Usage Credit, which limits the cost allocation in the regional model to no more than 20% greater than the charge would be under the usage only model for all cities whose net cost is greater than \$5,000 and (2) the Impact Mitigation Credit which limits overall net cost increases from cities opting out of the model to not more 10% greater than in the previous model. See Exhibit C-4 for more detail.
- Negative numbers represent the Final payment due to King County. Positive numbers represent a credit due from King County. All Net Final costs are not adjusted for estimated 2010 payments made by jurisdiction at the end of the year (due and payable by January 15, 2011).

Regional Animal Services of King County
Final 2011 Estimated Payment Calculation (Per ILA Section 15.b.i.)

(Showing participation only of those jurisdictions that have executed agreements for service year 2011 as of July 31, 2010.)

		Control	Shelter	Licensing	Total Allocated Costs	2009 Licensing Revenue	Estimated Net Cost					
Budgeted Total Allocable Costs		\$1,754,000	\$3,226,800	\$954,600	\$5,935,400							
Budgeted Non-Licensing Revenue		\$92,564	\$233,425	\$55,305	\$381,294							
Budgeted Net Allocable Costs		\$1,661,436	\$2,993,375	\$899,295	\$5,554,106	\$2,967,808	-\$2,586,298					
Animal Control District Number	Jurisdiction	Estimated Animal Control Cost Allocation (2)	Estimated Sheltering Cost Allocation (3)	Estimated Licensing Cost Allocation (4)	Estimated Total Animal Services Cost Allocation	2009 Licensing Revenue	Estimated Net Cost Allocation	Transition Funding (5)	Credits (6)	Estimated Net Costs with Transition Funding and Credits	Estimated Revenue from Transitional Licensing Support	Estimated Net Final Cost
200	Carnation	\$2,813	\$8,673	\$1,680	\$13,165	\$5,723	-\$7,442	\$1,674	\$81	-\$5,688	\$0	-\$5,688
	Duvall	\$7,221	\$13,267	\$5,789	\$26,277	\$22,113	-\$4,164	\$0	\$1,289	-\$2,875	\$0	-\$2,875
	Estimated Unincorporated King County	\$109,515	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kenmore	\$28,005	\$14,847	\$20,657	\$63,509	\$73,160	\$9,651	\$0	\$0	\$9,651	\$0	\$9,651
	Kirkland	\$54,921	\$103,569	\$42,076	\$200,566	\$169,211	-\$41,355	\$0	\$37,540	-\$3,815	\$0	-\$3,815
	Lake Forest Park	\$15,005	\$9,232	\$13,695	\$37,931	\$71,987	\$34,056	\$0	\$0	\$34,056	\$0	\$34,056
	Redmond	\$55,723	\$104,782	\$44,796	\$205,301	\$134,311	-\$70,990	\$0	\$48,637	-\$22,353	\$0	-\$22,353
	Sammamish	\$42,092	\$72,359	\$37,245	\$151,697	\$135,347	-\$16,350	\$0	\$13,475	-\$2,875	\$0	-\$2,875
	Shoreline	\$78,254	\$39,243	\$49,532	\$167,029	\$189,347	\$22,318	\$0	\$0	\$22,318	\$0	\$22,318
	Woodinville	\$16,431	\$8,161	\$10,457	\$35,048	\$37,918	\$2,870	\$0	\$0	\$2,870	\$0	\$2,870
	SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)	\$300,464	\$574,132	\$225,927	\$900,524	\$629,117	-\$71,406	\$1,674	\$102,765	-\$31,289	\$0	-\$31,289
220	Beaux Arts	\$437	\$484	\$326	\$1,247	\$900	-\$348	\$0	\$0	-\$348	\$0	-\$348
	Bellevue	\$142,920	\$248,731	\$98,139	\$489,790	\$274,346	-\$215,443	\$0	\$96,500	-\$118,943	\$60,000	-\$58,943
	Clyde Hill	\$3,450	\$4,622	\$2,660	\$10,733	\$8,044	-\$2,689	\$0	\$0	-\$2,689	\$0	-\$2,689
	Estimated Unincorporated King County	\$161,821	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Issaquah	\$39,837	\$61,798	\$21,566	\$123,201	\$64,509	-\$58,692	\$0	\$0	-\$58,692	\$0	-\$58,692
	Mercer Island	\$25,214	\$39,482	\$18,448	\$83,145	\$55,113	-\$28,032	\$0	\$25,157	-\$2,875	\$0	-\$2,875
	Newcastle (7)	\$13,546	\$19,375	\$5,954	\$38,874	\$10,000	-\$28,874	\$0	\$10,569	-\$18,306	\$0	-\$18,306
	North Bend	\$10,286	\$16,764	\$4,711	\$31,761	\$14,341	-\$17,420	\$4,172	\$0	-\$13,248	\$0	-\$13,248
	Snoqualmie	\$12,161	\$22,155	\$7,443	\$41,759	\$23,667	-\$18,092	\$0	\$4,144	-\$13,948	\$0	-\$13,948
	Yarrow Point	\$1,053	\$1,506	\$893	\$3,452	\$2,864	-\$588	\$0	\$0	-\$588	\$0	-\$588
	SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)	\$248,904	\$414,919	\$160,138	\$823,962	\$453,784	-\$370,177	\$4,172	\$137,390	-\$229,657	\$60,000	-\$169,657
240	Estimated Unincorporated King County	\$102,993	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kent (Includes Panther Lake Annexation)	\$204,995	\$692,850	\$90,368	\$988,214	\$255,365	-\$732,849	\$334,834	\$41,536	-\$356,480	\$60,000	-\$296,480
	SeaTac	\$61,112	\$112,784	\$20,264	\$194,160	\$53,065	-\$141,095	\$22,551	\$4,645	-\$113,899	\$10,000	-\$103,899
	Tukwila	\$46,258	\$83,806	\$12,847	\$142,911	\$30,348	-\$112,563	\$15,925	\$2,783	-\$93,856	\$10,000	-\$83,856
SUBTOTAL FOR CITIES IN 240 (excludes unincorporated area)		\$312,368	\$889,440	\$123,479	\$1,325,285	\$339,777	-\$986,507	\$373,309	\$48,964	-\$556,234	\$80,000	-\$476,234
260	Auburn	\$140,203	\$353,409	\$51,500	\$545,112	\$158,415	-\$386,697	\$199,649	\$0	-\$187,048	\$0	-\$187,048
	Black Diamond	\$9,892	\$18,626	\$3,743	\$32,261	\$13,071	-\$19,189	\$3,664	\$0	-\$15,526	\$0	-\$15,526
	Covington	\$48,018	\$68,066	\$16,959	\$133,043	\$60,534	-\$72,509	\$15,364	\$0	-\$57,145	\$0	-\$57,145
	Enumclaw	\$29,563	\$57,391	\$9,166	\$96,120	\$22,464	-\$73,656	\$33,903	\$0	-\$39,753	\$10,000	-\$29,753
	Estimated Unincorporated King County	\$137,905	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	NA	NA	NA
	Maple Valley	\$46,777	\$71,339	\$19,292	\$137,407	\$62,293	-\$75,114	\$18,265	\$0	-\$56,849	\$0	-\$56,849
SUBTOTAL FOR CITIES IN 260 (excludes unincorporated area)		\$274,453	\$568,830	\$100,659	\$943,943	\$318,777	-\$625,166	\$270,845	\$0	-\$356,321	\$10,000	-\$346,321
TOTAL FOR CITIES		\$1,136,187	\$2,247,322	\$610,204	\$3,993,713	\$1,938,456	-\$2,055,256	\$650,000	\$289,119	-\$1,118,903	\$150,000	-\$966,137
Total King County Unincorporated Area Allocation		\$512,234	\$746,053	\$289,091	\$1,547,379	\$1,029,352	-\$518,027					
King County Transitional Costs												-\$518,027
• One-Time Implementation Costs (8)												-\$542,500
• Other Operational and Reform Effort Costs (9)												-\$533,183
• Transition Funding for Cities												-\$650,000
• Credits												-\$289,119
TOTAL FOR KING COUNTY												-\$2,532,829

Source: Regional Animal Services of King County and KC Office of Performance, Strategy & Budget
Date: December 15, 2010

Notes:

1. Assumes the following cities do not participate: Federal Way, Seattle, Renton, Des Moines, Normandy Park, Medina, Skykomish, Milton, Hunts Point, Algona, Pacific, Burien, and Bothell.
2. One quarter of control services costs are allocated to each control district, then costs are further allocated 50% by total call volume (averaged from 2007-2009) and 50% by 2009 population.
3. This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 50% by King County shelter volume intake (averaged for 2008-2009) and 50% by 2009 population. Values for northern cities anticipating using PAWS for sheltering include only the 50% population allocation.
4. Licensing costs are allocated 50% by population and 50% by total number of active licenses (average 2007-2009).
5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. Licensing support is allocated to the five cities with the lowest per capita licensing revenue. For additional detail, see Exhibit C-4 for more information.
6. Credits include (1) the Resident Usage Credit, which limits the cost allocation in the regional model to no more than 20% greater than the charge would be under the usage only model for all cities whose net cost is greater than \$5,000 and (2) the Impact Mitigation Credit which limits overall net cost increases from cities opting out of the model to not more 10% greater than in the previous model. See Exhibit C-4 for more detail.
7. Newcastle did not license with King County in 2009. The revenue value provided here assumes the 400 licenses issued by Newcastle in 2009 being issued at King County licensing costs.
8. One-time costs associated with model implementation include contract negotiation, IT system upgrade, and transitional licensing support.
9. Other operational costs include services for the mainframe systems and crossroads facility lease, King County unincorporated area only marketing efforts, and various salary and wage contingency elements. Costs associated with enhanced services contracts are revenue backed and are not reported here. Reform effort costs include changes to the clinic reporting structure, hiring consultants to review reform progress, and adding an administrator to support reform efforts. Reform efforts also include hiring an additional vet tech, however, this position will be funded by donations and therefore the cost is not reported here.