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

City of Kenmore
City Council Regular & Special Joint Planning Commission Meeting
7:00 p.m., Monday, June 16, 2014
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PROCLAMATION

A. In Recognition of Helen C. Warburton on the Occasion of Her 100th Birthday
Proclamation

VI. CITIZEN COMMENTS

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

VII. CONSENT AGENDA

A. Interlocal Agreements with King County Regarding the Community Development Block Grant (CDBG) Program and Regional Affordable Housing Program (RAHP) - Debbie Bent, Community Development Director
Agenda Bill & Attachments

VIII. STAFF REPORT

A. City Gateway Signs - Rob Karlinsey, City Manager, and Kris Overleese, Engineering and Environmental Services Director
Memo & Attachments

IX. JOINT PLANNING COMMISSION AGENDA

A. Preliminary Recommendations on Development Standards for the Regional Business Zone - Debbie Bent, Community Development Director, and Lauri Anderson, Senior Planner
Agenda Bill & Attachments

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCILMEMBER INITIATIVES

XII. ADJOURNMENT

Upcoming Meetings:

Tues., June 17, 2014 Planning Commission Regular Meeting 7:00 p.m.
Mon., June 23, 2014 City Council Regular Meeting 7:00 p.m.
Tues., July 1, 2014 Planning Commission Regular Meeting 7:00 p.m.

City of Kenmore, Washington
Proclamation

IN RECOGNITION OF HELEN C. WARBURTON ON THE OCCASION OF HER 100th BIRTHDAY

WHEREAS, Helen C. Warburton was born on May 31, 1914 in Logansport, Indiana; and

WHEREAS, Helen, at age 14, convinced her father to let her join the circus and was part of the Beletti Troup high wire act; and

WHEREAS, when the United States entered World War II, the circus shut down and Helen worked in the Treads for Tanks program; and

WHEREAS, Helen moved to Kenmore in 1959 on 10 acres of ground near what is now160th Street and Juanita Drive; and

WHEREAS, her no-nonsense style of candor, humor, and compassion has provided a source of comfort and inspiration throughout her life's work, and Helen has been, and continues to be, a tremendous gift to the people of Kenmore; and

WHEREAS, Helen is honored and respected by all for the many contributions to her family, her community and her positive outlook on life,

NOW, THEREFORE, BE IT RESOLVED that the City Council of Kenmore, Washington, congratulate Helen Warburton on the occasion of her 100th birthday.

BE IT FURTHER RESOLVED that the Kenmore City Council and all of Kenmore's residents extend best wishes to Helen for many more healthy and happy years.

IN WITNESS WHEREOF, signed this 16th day of June, 2014.

Signed:

____
David Baker, Mayor

Attested:

____
Patty Safrin, City Clerk

Business of the City Council
City of Kenmore, WA

Subject/Topic Interlocal cooperation agreements with King County regarding the Community Development Block Grant (CDBG) program and Regional Affordable Housing Program (RAHP) **Proposed Council Action/Motion:** Council motion authorizing the City Manager to execute an interlocal cooperation agreement with King County regarding the CDBG program for 2015 to 2017 and supporting continuation of the RAHP interlocal agreement for 2015-2017	**For Council Meeting Agenda of:** 6/16/14 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director **Initial & Date** **Approved by Department Head:** DB 6/2/14 **Approved by City Attorney:** N/A **Approved by Finance Director:** Jme 6/3/14 **Approved by City Manager:** RJK **Exhibits/Attachments:** **1.** 5/14/14 letter from Cheryl Markham, Program Manager for the King County CDBG Program to Mayor Baker. **2.** Interlocal cooperation agreement with King County regarding the CDBG program **3.** Regional affordable housing program (RAHP) interlocal cooperation agreement with King County. **4.** King County consortium interlocal agreements: federal and local funds descriptions and uses. **5.** Table showing participating cities. **6.** Chart showing distribution of funding for the CDBG consortium.

Expenditure Required $0 **Amount Budgeted** $0 **Appropriation Required** $0

INFORMATION/BACKGROUND: The attached letter from King County (Attachment #1) provides background and information about the City's participation in the King County Community Development Block Grant (CDBG) consortium and the Regional Affordable Housing Program (RAHP) consortium. The City currently participates in the CDBG consortium (interlocal cooperation agreement 2012-2014) and to continue participation requires execution of a new interlocal agreement for the period 2015-2017 (see Attachment #2). If the City does not want to continue participation the CDBG consortium for 2015-2017, written notification must be provided to both King County and the United States Department of Housing and Urban Development (HUD) no later than 6/20/14. Staff recommends that the City continue participation in the CDBG consortium for 2015-2017 and recommends Council approves a motion authorizing the City Manager to execute an interlocal agreement (Attachment #2) with King County regarding the CDBG program.

The City currently participates in the King County RAHP consortium (interlocal cooperation agreement 2012-2014). If the City wants to continue participation for 2015-2017 it is not necessary to sign a new agreement, the agreement will continue automatically. A copy of the RAHP agreement (Attachment #3) is attached. If the City does not want to continue participation the RAHP consortium for 2015-2017 written notification must be provided to both King County and the United States Department of Housing and Urban Development (HUD) no later than 6/20/14. Staff recommends that the City continue participation and recommends Council approve a motion supporting continuation of the RAHP interlocal agreement.

Attachments #4 through 6 provide background information on the federal and local funds descriptions and uses, participating cities and proposed distribution of funds for 2015-2017.

FISCAL CONSIDERATION: There are no budgetary implications.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Consistent with the Kenmore Mission Statement: "Representation of Kenmore's interests in local and regional partnerships".

Attachment 1

King County

Community Services Division
Housing and Community Development
Department of Community and Human Services
401 5th Avenue, Suite 510
Seattle, WA 98104

206-263-9062 FAX: 206-296-0229
TTY Relay: 711

RECEIVED
MAY 19 2014
CITY OF KENMORE

May 14, 2014

The Honorable David Baker, Mayor
The City of Kenmore
P. O. Box 82607
Kenmore, WA 98028

Dear Mayor Baker:

I am writing to you regarding the continuing participation of your city in the King County Community Development Block Grant (CDBG) Consortium, King County HOME Investment Partnerships Program (HOME) Consortium and the Regional Affordable Housing Program (RAHP) Consortium.

King County Code, Title 24, Chapter 13 (KCC 24.13) sets out the framework for King County to enter into consortia relationships through interlocal cooperation agreements to partner in the distribution and administration of funds made available through the United States Department of Housing and Urban Development (HUD), and affordable housing funds established in Section 36.22.178 of the Revised Code of Washington (RCW).

Pursuant to KCC 24.13, it is the policy of King County to partner and form urban county consortia with the cities and towns in King County outside the City of Seattle[1] for the HUD-administered CDBG and HOME programs. As a member of the King County CDBG Consortium, your city will also participate with King County regarding the distribution and administration of federal Emergency Solutions Grant (ESG) funds. In addition, King County also partners with all cities and towns in King County for RAHP document recording surcharge fee funds for affordable housing, governed by RCW 36.22.178, which requires the County to enter interlocal agreements.

The King County Housing and Community Development Program administers the CDBG, ESG, HOME and RAHP Consortia funds on behalf of the participating city members, and staffs the interjurisdictional Joint Recommendations Committee (JRC) of the consortia. The JRC reviews and recommends policy matters and project selections concerning consortia funds to the King County Executive.

<u>CDBG, ESG and HOME Consortium Combined Agreement</u>

Your city is eligible to participate in the Regular CDBG Consortium for 2015-2017 as you did during the last agreement period of 2012-2014. The Regular CDBG Agreement, which covers all HUD formula

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[1] As a large metropolitan city, Seattle receives an independent allocation of CDBG, ESG and HOME Program funds directly from HUD.

grants received by King County on behalf of the Consortium -- CDBG, HOME and Emergency Solutions Grant (ESG) -- was renegotiated and amended as a result of several consortium-wide meetings held in 2013. If you choose to continue participation in the King County Consortium for 2015 through 2017, your city council must approve the new Regular CDBG Agreement for executive signature. The updated agreement is enclosed with this letter as Attachment A.

As a unit of general local government eligible to participate in the King County CDBG/ESG/HOME Urban County Consortia, we must inform you of the following:

- If your city chooses to join the King County CDBG Consortium, you are not eligible to apply for grants under the state CDBG program during the 2015-2017 term.
- If your city chooses to join the King County CDBG Consortium, you will automatically be a member of the King County HOME Consortium and will participate in the HOME program as a part of the King County HOME Consortium, and may only have access to the Consortium's HOME formula grant amount. This does not preclude the Consortium, or a unit of government participating in the Consortium, from applying for HOME funds from the state, if the state were to allow such an application.

Benefits of Continuing Participation in the King County CDBG Consortium

- Low and moderate-income homeowners in your city can apply for grants or loans to repair their homes.
- Low and moderate-income residents who are homeless or at risk for homelessness may be eligible for emergency grants and/or loans to help them remain in their homes or to move into permanent housing.
- Nonprofit organizations that serve residents of your city can apply for funds to acquire, construct and/or rehabilitate human service facilities or housing that serve low and moderate-income residents.
- Nonprofit organizations that serve residents of your city can apply for funds for human service programs that serve low and moderate-income residents.
- Your city can apply for CDBG funds for public infrastructure and park projects that serve low and moderate-income neighborhoods.
- Your city can participate in the city/county staff work group that develops recommendations for the Joint Recommendations Committee on specific projects to receive CDBG funds, as well as program guidelines.

Federal regulations for the CDBG program define low and moderate-income as annual household income at 80 percent or less of the area median income (AMI) for King County as established by HUD. In 2013, for example, a family of four with a household income of $64,400 or less is eligible for these programs.

Benefits of Continuing Participation in the King County HOME Consortium

- Your city, and affordable housing developers serving your city, may apply for HOME funds to help meet locally identified affordable housing needs, including affordable rental housing and first-time homeownership programs.
- Your city, and affordable housing developers serving your city, may apply for HOME funds to support the rehabilitation and preservation of affordable housing in your jurisdiction.
- Your city, can participate in the city/county staff work group that develops recommendations for the inter-jurisdictional Joint Recommendations Committee on specific projects to receive HOME funds, as well as program guidelines.

RAHP Agreement

The RAHP Agreement governs the administration of funds for housing affordable to households at or below 50 percent of AMI. The RAHP Agreement has an automatic renewal clause that allows it to renew for subsequent three-year periods, and is renewing without changes for the 2015-2017 period. The RAHP Guidelines attached to the Agreement are updated through the JRC as needed. The Guidelines will be updated this year, and staff from your city is invited to attend the meeting(s).

Any cities that did not sign a RAHP agreement for 2012-2014 will have the opportunity to sign the agreement this year for the 2015-2017 period of qualification. A list of cities that did not sign the RAHP Agreement for 2012-2014 is enclosed with this letter, along with a blank RAHP Agreement to approve and sign, as needed, in Attachment B.

CDBG/HOME Agreement Next Steps

If your city desires to continue participation in the King County CDBG/HOME Consortia for the next three year period of 2015-2017 your city must approve and sign the enclosed Regular CDBG Agreement and does not have to respond to this letter.

If your city does not desire to continue participation in the King County CDBG and HOME Consortia for 2015-2017 your city should not approve and sign the CDBG Agreement. In addition, your city must notify both King County and HUD in writing, no later than June 20, 2014, that your city does not desire to participate. A decision to be excluded from participation in the consortia would be effective for the entire three-year period of 2015-2017, unless your city were to specifically request to be included in a subsequent year for the remainder of the three-year period.

If your city does not desire to continue participation, your letters indicating such must be sent to both King County and HUD at the following addresses:

King County
King County Housing and Community Development Program
ATTN: Cheryl Markham, Program Manager
401 Fifth Avenue, Suite 510
Seattle, WA 98104-1818

<u>HUD</u>
John W. Peters, Director
Office of Community Planning and Development
U.S. Department of Housing and Urban Development
909 First Avenue, Suite 300
Seattle, WA 98104-1000

We look forward to your continued participation in the King County Consortia, and thank you for your attention to this matter.

Sincerely,

Cheryl Markham
Program Manager

CM:cm

Enclosures

Attachment 2

INTERLOCAL COOPERATION AGREEMENT
REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT is entered into by and between King County (hereinafter the "County") and the City of ____, (hereinafter the "City") said parties to this Agreement each being a unit of general local government in the State of Washington.

WITNESSETH:

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the "Act"), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as "CDBG", for expenditure during the **2015, 2016 and 2017** funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development ("HUD"), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, the CDBG Regulations require the acceptance of the King County Consortium Consolidated Housing and Community Development Plan ("Consolidated Plan") by participating jurisdictions; and

WHEREAS, King County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program", and to cooperate in undertaking HOME Program activities; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, for purposes of the Emergency Solutions Grant Program, hereinafter referred to as "ESG", and to cooperate in undertaking ESG activities; and

WHEREAS, King County shall undertake CDBG, ESG and HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, King County and the participating jurisdictions are committed to targeting CDBG, ESG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, King County and the participating jurisdictions recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, King County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chap. 39.34, is to form an urban county consortium, ("Consortium"), for planning the distribution and administration of CDBG, ESG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

The County and City agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities, including community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years **2015, 2016 and 2017** appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes.

II. DEFINITIONS

A. "JRC" means the inter-jurisdictional Joint Recommendations Committee as described in Section V of this Agreement.

B. "CDBG Consortium Partners" means jurisdictions that are official HUD-recognized participants in the CDBG Consortium through a signed Interlocal Agreement.

C. "Consolidated Plan" is the King County Consortium Consolidated Housing and Community Development Plan, a HUD-required plan that identifies needs and contains a strategic plan to guide the investment of HUD CDBG, HOME and ESG funds for a multi-year period not to exceed five years.

III. GENERAL DISTRIBUTION OF FUNDS

The distribution of CDBG and HOME Program funds for the King County urban county Consortium shall be governed by the provisions below.

Planning and Administration

A. The Administrative and Planning Set-asides for the CDBG and the HOME Programs, to be reserved by the County to meet the County's responsibility to meet all HUD requirements for planning and administration, shall be the maximum allowable by HUD [currently twenty (20) percent of the CDBG funds available from the annual entitlement and twenty (20) percent of program income, and ten (10) percent of the HOME Program funds available from the annual entitlement and ten (10) percent of program income]. If the current percentages for CDBG and/or HOME administration and planning are changed at the federal level, the Consortium may allow the percentage retained by the County to change, following review and recommendation by the Joint Recommendations Committee ("JRC"), as provided in Section V, and approval by the Metropolitan King County Council, as provided in Section VI.

Public/Human Services

B. The Human Services Set-aside of CDBG shall be the maximum allowable by HUD for human services [currently fifteen (15) percent of the funds available from the CDBG annual entitlement and fifteen (15) percent of program income]. The Human Services Set-aside, including Housing Stability homeless prevention activities and other homeless activities, shall be determined by the CDBG Consortium Partners and approved by the JRC in the Consortium's most current Consolidated Housing and Community Development Plan.

Housing Repair

C. The Housing Repair Program Set-aside shall be twenty (20) percent of the funds available from the CDBG entitlement and twenty (20) percent of program income (this percentage is discretionary and not required or limited by HUD). The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial change in the Consortium's overall funding or need for housing repair that justifies an increase or decrease.

Remaining Capital Funding

D. The remaining entitlement and program income funds, as well as any recaptured or prior year funds, shall be divided into two separate funds for the two sub-regions of the county: 1) north/east sub-region; and 2) south sub-region. The percentage split between the two funds shall be equal to the percentage of low to moderate-income population represented by each sub-region. Each sub-region may propose funding priorities and allocate portions of the sub-region's funds to such priorities for separate competitive processes. Such competitive processes must be for eligible activities that are consistent with the King County Consortium Consolidated Housing and Community Development Plan. A sub-region may also elect to allocate additional funds to the Consortium's Housing Repair Program for the benefit of residents of the sub-region.

1. The north/east sub-region shall include those cities in the north and east and those portions of unincorporated King County that lie north of Interstate 90. The cities of Mercer Island, Newcastle, Issaquah, and North Bend, which are at or near the Interstate 90 border, along with their designated potential annexation areas, also shall be included in the north/east sub-region.
2. The south sub-region shall include those cities south of Interstate 90 and those portions of unincorporated King County that lie south of Interstate 90, except for the cities of Mercer Island, Newcastle, Issaquah, and North Bend and their potential annexation areas, which are part of the north/east sub-region.
3. The formula for dividing the funds between the two sub-regions shall be based on each sub-region's share of the Consortium's low to moderate-income population.

CDBG Guidelines to Address Programmatic Details:

E. The CDBG Consortium Partners may propose King County Consortium CDBG, ESG and HOME Guidelines, for approval by the JRC, to guide the Consortium regarding details of program implementation, including, but not limited to, funding guidelines, frequency of application processes, Consortium procedures and goals for geographic equity in the distribution of funds over time.

IV. USE OF FUNDS: GENERAL PROVISIONS

A. Funds shall be used to support the goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.

B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, ESG regulations at 24 CFR Part 576, Home Program regulations at 24 CFR Part 92, and all other applicable federal regulations.

V. JOINT RECOMMENDATIONS COMMITTEE

An inter-jurisdictional Joint Recommendations Committee ("JRC") was established through the 2009 – 2011 CDBG/HOME Consortium Interlocal Cooperation Agreement and through King County Code Chapter 24.13, and is hereby adopted as part of this Agreement.

A. Composition—The JRC for the CDBG/ESG/HOME Consortium shall be composed of three county representatives and eight cities representatives.

1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.

2. Four of the cities representatives shall be from those cities signing this interlocal cooperation agreement, two from each sub-region.

3. The remaining four cities representatives shall be from cities that qualify to receive CDBG entitlement funds directly from HUD and that are not signing this agreement, but are signing either Joint Agreements or HOME Program-only agreements. These latter four representatives shall have no vote on matters specific to the jurisdictions that are parties to this Agreement.

4. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members of the entire body of eleven members of the JRC for the CDBG/HOME Consortium shall constitute a quorum for voting matters in which all members of the JRC are eligible to vote. For voting items of the Regular CDBG Consortium, in which only seven members may vote (those identified in sub-sections 1 and 2 of this section), four members shall constitute a quorum, made up of two King County representatives and two city representatives.

B. Appointments—The King County Executive shall appoint the three county representatives. The participating cities shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Sound Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Sound Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this Agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.

C. Powers and Duties—The JRC shall be empowered to:

1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG, ESG and HOME Program, including but not limited to the Consolidated Plan and related plans and policies.

2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds, ESG funds and HOME Program funds, including the Administrative Set-aside.

3. Monitor and ensure that all geographic areas and actively participating jurisdictions benefit from CDBG, ESG and HOME Program funded activities over time, so far as is feasible considering eligible applications submitted within the goals, objectives and strategies of the Consolidated Plan: 1) there is equity in distribution of funds pursuant to proportion of the region's low to moderate-income population; and, 2) equity is achieved over time pursuant to Consortium Guidelines adopted by the JRC to the extent feasible.

D. Advisory Committees to JRC—In fulfilling its duty to review and recommend projects and programs to be undertaken with the CDBG, ESG and HOME Program funds, the JRC shall consider the advice of sub-regional inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

VI. RESPONSIBILITIES AND POWERS OF KING COUNTY

A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG, ESG and HOME Program funds has responsibility for and assumes all obligations in the execution of the CDBG, ESG and HOME Programs, including final responsibility for selecting and executing activities, and submitting to HUD the Consolidated Plan, Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.

C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG, ESG and HOME Program Administrative Set-asides and appropriation of all CDBG, ESG and HOME Program funds.

D. The King County Executive, as administrator of the CDBG, ESG and HOME Programs, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.

E. The King County Executive shall have authority and responsibility for all fund control and disbursements.

F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the urban county Consortium. County

Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties in IV. C., above.

G. King County Executive staff shall have the authority and responsibility to communicate and consult with participating jurisdictions on CDBG, ESG and HOME Program policy and program matters in a timely manner.

H. King County Executive staff shall have the authority and responsibility to convene sub-regional advisory committees made up of representatives from participating jurisdictions in the sub-region to advise the JRC on the allocation of the sub-regional funds.

I. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG, ESG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.

J. King County Executive staff shall solicit proposals, administer contracts, and provide for technical assistance, both in the development of viable CDBG, ESG and HOME Program proposals and in complying with CDBG, ESG and HOME Program contractual requirements.

K. King County shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review and assessment in determining whether an Environmental Impact Statement is required.

L. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds or HOME Program funds is disposed of or used in accordance with federal regulations.

VII. RESPONSIBILITIES OF THE PARTICIPATING CITIES

A. All participating cities shall cooperate in the development of the Consolidated Plan and related plans.

B. All participating cities shall assign a staff person to be the primary contact for the County on CDBG, ESG and HOME Program issues. The assigned CDBG, ESG and HOME Program contact person is responsible for communicating relevant information to others at the participating city, including any representative the city may choose to send to the sub-regional advisory committee, if that representative is not the CDBG, ESG and HOME Program contact person.

C. At its discretion, a participating city may assign a representative to attend meetings of the sub-regional advisory committee. This representative may or may not be the City's CDBG, ESG and HOME Program contact person. It may be the CDBG, ESG and HOME Program contact person, a different staff member, an elected official, or a citizen.

D. If and when a participating city deems necessary or advisable, it may prepare applications for CDBG or HOME Program funds to address the needs of its residents, consistent with the Consolidated Plan.

E. Each participating city shall obtain its council's authorization for any CDBG or HOME Program application submitted.

F. All participating cities shall carry out CDBG or HOME Program funded projects in a manner that is timely and consistent with contractual requirements.

G. All participating cities owning community facilities or other real property acquired or improved in whole or in part with CDBG or HOME Program funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.

1. During the period of the use restriction, the participating cities shall notify King County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG or HOME Program funds. This includes any modification or change in use from that planned at the time of the acquisition or improvement, including disposition.

2. During the period of the use restriction, if the property acquired or improved with CDBG or HOME Program funds is sold or transferred for a use which does not qualify under the applicable regulations, the participating city shall reimburse King County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME Program funds).

VIII. RESPONSIBILITIES OF ALL PARTICIPATING JURISDICTIONS

A. All participating jurisdictions shall be considered to be those jurisdictions that have signed this Agreement.

B. All participating jurisdiction shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described in Section VIII below.

C. Each participating jurisdiction or cooperating unit of general local government certifies that it has adopted and is enforcing:

1. A policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.

D. Pursuant to 24 CFR 570.501(b), all participating units of local governments are subject to the same requirements applicable to sub-recipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions not limited to: statement of work; records and reports; program income; uniform administrative items; other program requirements; conditions for religious organizations; suspension and termination; and reversion of assets.

E. All participating units of local government understand that they may not apply for grants from appropriations under the federal Small Cities or State CDBG Programs during the period in which they participate in this Agreement.

F. All participating units of local government understand that they may not sell, trade or otherwise transfer all or any portion of the urban county consortium CDBG funds to another metropolitan city, urban county unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

G. All units of local government participating in the CDBG urban county consortium through this interlocal cooperation agreement understand that they are also part of the urban county for the HOME Program and that they may not participate in a HOME Program consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and also understand that they are part of the urban county for the ESG Program and may only receive a formula allocation for ESG through the urban county consortium.

H. All participating units of local government hereby agree to affirmatively further fair housing and to ensure that no CDBG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section VI.A. of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports. All participating units of local government acknowledge that the urban county consortium is prohibited from funding activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

I. Participating jurisdictions undertaking activities and/or projects with CDBG funds distributed under this Agreement shall retain full civil and criminal liability as though these funds were locally generated.

J. Participating jurisdictions retain responsibility in fulfilling the requirements of the State Environmental Policy Act under which King County has review responsibility only.

IX. GENERAL TERMS

A. This Agreement shall extend through the **2015, 2016 and 2017** program years, and shall remain in effect until the CDBG funds, ESG funds, Home Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this Agreement or elects not to participate in the new qualification period by the date set forth by the United States Department of Housing and Urban Development (HUD) in subsequent Urban County Qualification Notices. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, King County will notify each participating city in writing of its right not to participate, and a copy of King County's written notification will be sent to HUD by the date specified in the urban county qualification schedule. Each party to this Agreement must adopt amendments necessary to meet the requirements for cooperation agreements as set forth in the Urban County Qualification Notice applicable for a subsequent three-year county qualification period, and to submit such amendment to HUD, as provided in the notice. Failure to comply with the notice will void the automatic renewal for such qualification period.

B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.

C. It is understood that by signing this Agreement, the City shall agree to comply with the policies, goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.

D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and other applicable laws.

E. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

F. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement.

G. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON	CITY OF ______________________
______________________ for King County Executive	______________________ By: Signature
Adrienne Quinn Printed Name	______________________ Printed Name
Director, Department of Community and Human Services Title	______________________ Title
______________________ Date	______________________ Date
Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY	Approved as to Form: CITY OF ______________________ CITY ATTORNEY
______________________	______________________
	______________________ City Attorney
	ATTEST: CITY OF ______________________
	______________________
	______________________ City Clerk

Attachment 3

REGIONAL AFFORDABLE HOUSING PROGRAM INTERLOCAL COOPERATION AGREEMENT

An Agreement for the use of SHB 2060 Local Low Income Housing Funds in King County

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the "county", and the City of ______________________________, hereinafter referred to as the "city", said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, the King County Countywide Planning Policies, hereinafter referred to as the "CPPs", developed pursuant to the Washington State Growth Management Act, have established standards for cities to plan for their share of regional growth and affordable housing; and

WHEREAS, to implement the CPPs, the King County Growth Management Planning Council appointed a public-private Housing Finance Task Force in 1994, hereinafter referred to as the "HFTF," to recommend potential fund sources for affordable housing for existing low income residents and for meeting the affordable housing targets for future growth; and

WHEREAS the HFTF recommended a document recording fee as a source of regional dollars for low-income housing development and support, and recommended that representatives of the county, cities and the housing community work together to make decisions about the use and administration of such a fund; and

WHEREAS RCW 36.22.178 provides, in pertinent part, that:

> [A] surcharge of ten dollars per instrument shall be charged by the county auditor for each real property document recorded which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration and local distribution of the funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer . . .
>
> * * *
>
> All of the remaining funds generated by this surcharge will be retained by the county and deposited into a fund that must be used by the county and its cities and towns for eligible housing projects or units within housing projects that are affordable to very low-income households at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated pursuant to eligible housing projects or units within such housing projects that serve extremely low and very low income households in the county and cities within the county, according to an interlocal agreement between the county and the cities within the county,

consistent with countywide and local housing needs and policies [and in accordance with the eligible activities listed in the RCW 36.22.178].

And

WHEREAS, existing Interlocal Cooperation Agreements or Joint Agreements between the county and cities in the King County Community Development Block Grant Consortium, hereinafter referred to as the "CDBG Consortium Agreements," and/or existing Interlocal Cooperation Agreements between the county and cities in the King County HOME Investment Partnerships Program Consortium, hereinafter referred to as the "HOME Consortium Agreements," are not modified by this Regional Affordable Housing Program Agreement; and

WHEREAS, the city and county agree that affordable housing is a regional issue, that cooperation between the cities and the county is beneficial to the region, and that a regional approach to utilizing the RCW 36.22.178 funds will allow those funds to be used in the most productive manner; and

WHEREAS, it is mutually beneficial and desirable to enter into a cooperative agreement in order to administer the RCW 36.22.178 revenue as a regional fund, as authorized by the Intergovernmental Cooperation Act, RCW 39.34, and, as required by RCW 36.22.178 ;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. <u>Definitions and Interpretation.</u>

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

"Joint Recommendations Committee" or "JRC" means the interjurisdictional body developed pursuant to and the CDBG and HOME Consortia Agreements as described in Section III of this Agreement.

"Interjurisdictional Advisory Committee" or "Advisory Committee" means the work group consisting of representatives from cities eligible to participate in the Regional Affordable Housing Program, and from the county. This group is advisory to the JRC.

"RAHP/2060 Planning Group" means the planning group consisting of representatives from the cities, from the county, and from housing and human services agencies serving King County, that will convene during the year the Regional Affordable Housing Program Guidelines expire to review the program and the guidelines and to recommend any changes or updates to the guidelines to the JRC.

II. <u>General Agreement</u>

The purpose of this Agreement is to establish the Regional Affordable Housing Program ("RAHP"), to be administered by the county in cooperation with cities and towns within the county that are eligible to participate in the program. The local portion of RCW 36.22.178 revenue shall be administered as a regional fund by the King County Housing and Community Development Program in a manner that is consistent with countywide and local housing needs and policies. The city and the county agree to cooperate in undertaking RAHP activities as set forth herein.

III. Administration, Distribution and Use of the RAHP.

A. Joint Recommendations Committee

An interjurisdictional Joint Recommendations Committee (JRC) has been established through the CDBG and HOME Consortia Interlocal Cooperation Agreements and is hereby adopted as part of this Agreement. Changes to the JRC that occur in the CDBG and HOME Consortia Interlocal Agreements are incorporated by reference into this Agreement.

1. Composition of the JRC. For RAHP purposes, the JRC shall be composed of cities' representatives and county representatives as specified in the CDBG and HOME Consortia Agreements, with the addition of an appointment from the City of Seattle. The Seattle JRC representative will only attend JRC meetings that concern the RAHP funds and will be entitled to vote solely on RAHP issues and not on other King County Consortium matters coming before the JRC. The Seattle representative shall be an elected official, department director or comparable level staff.

2. Powers and Duties of the JRC. The JRC shall be empowered to:

   a. Review and adopt annual RAHP fund allocations.

   b. Review and adopt RAHP allocation policies.

   c. Review and adopt any subsequent updates to the RAHP Administrative Guidelines, as needed (the most recent version of the RAHP Administrative Guidelines are attached to this Agreement as Exhibit 1 for illustrative purposes). A jurisdiction that is party to this Agreement may dispute a JRC decision concerning the RAHP Guidelines by informing the JRC Chair of the dispute, and the JRC Chair will schedule time on the JRC agenda to discuss and resolve the disputed issue. In carrying out its duties, the JRC shall make decisions that are consistent with the RCW 36.22.178, the Consolidated Housing and Community Development Plan of the King County Consortium and the City of Seattle, the Ten Year Plan to End Homelessness in King County and other local housing plans, as applicable.

3. Interjurisdictional Advisory Committee to the JRC. In fulfilling its duties under this Agreement, the JRC shall consider the advice of an Advisory Committee, made up of representatives from those jurisdictions eligible to participate in the RAHP that choose to send representation. The Advisory Committee will meet at least once per year with county staff to recommend projects for RAHP funding to the JRC and may monitor the distribution of RAHP funds to the sub-regions and make recommendations to the JRC concerning actions to achieve geographic equity. If the Advisory Committee considers issues other than the RAHP, the staff from the City of Seattle shall only participate for the purpose of making RAHP recommendations.

B. Administration of RAHP Programs. The King County Housing and Community Development Program (HCD) staff shall distribute RAHP funds pursuant to the allocations adopted annually by the JRC, and shall administer the program pursuant to the terms of this Agreement and the RAHP Administrative Guidelines.

County HCD staff shall provide the JRC and the Advisory Committee with an annual report that provides information about the capital housing projects that were awarded RAHP funds in that year, as well as the status of capital housing projects that were awarded RAHP funds in a prior year(s).

County HCD staff shall invite the representatives of cities that are a party to this Agreement to be involved in any work groups convened to update the RAHP Operations and Maintenance (O&M) Fund policies, and to be on the review panel that will recommend O&M funding awards to the JRC.

C. Administrative Costs. The county agrees to pay the costs of administering the RAHP out of the five percent (5%) of the funds collected by the county for expenses related to collection, administration and local distribution of the funds, pursuant to RCW 36.22.178. No portion of the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall be utilized for RAHP administration.

D. Interest on the RAHP Fund. Interest accrued on the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall remain with the RAHP fund and will be distributed to projects according to the subregional allocation target formula found in the RAHP Administrative Guidelines.

E. Sub-Regional Geographic Equity. The parties intend that the RAHP funds shall be awarded to projects throughout the county in a fair and equitable manner over the duration of this Agreement. Equity is to be achieved through sub-regional allocation targets, as follows: A fixed percentage of RAHP local funds will be allocated to each sub-region of the county identified in the RAHP Administrative Guidelines by the expiration of this Agreement. The percentage goals for each sub-region set by the formula in the RAHP Administrative Guidelines shall by updated by the JRC when new data is available.

F. General Use of Funds. The local portion of the RCW 36.22.178 revenue shall be utilized to meet regional housing priorities for households at or below fifty percent (50%) of area median income, as established in the RAHP Administrative Guidelines.

G. Compliance with Fair Housing Laws. Parties to this Agreement must take actions necessary to ensure compliance with the Federal Fair Housing Act, as amended, the Americans with Disabilities Act of 1990, and other applicable state and local fair housing laws.

IV. Effective Date

This Agreement shall be effective on January 1, 2015.

V. Agreement Duration

A. This Agreement shall extend for a three-year period, through the **2015, 2016 and 2017** calendar years, and shall remain in effect until the RAHP funds allocated in this three-year period, including any recaptured funds received with respect to activities funded during this three-year period, are expended, and the funded activities completed.

B. Renewal. In the final year of the three-year Agreement period, the county will initiate a review of the Agreement no later than March 1st, through an invitation to all eligible cities in the county, to determine whether a majority of cities favor automatic renewal without amendment for a successive three-year period, or whether there are potential amendments. This Agreement shall be automatically renewed for participation in a successive three-year Agreement period, unless the city official empowered to sign the Agreement provides written notice to the county that it elects not to participate in a new three-year Agreement period, or that it wishes to amend the Agreement, by the date set forth by the County in a letter to the city following the review process.

VI. General Matters and Recording

A. No separate legal or administrative entity is created by this Agreement. It is not anticipated that the JRC, the Advisory Committee, nor the RAHP/2060 Planning Group will acquire or to hold any real or personal property pursuant to this Agreement. Any personal property utilized in the normal course of the work of such bodies shall remain the property of the person, entity or city initially offering such personal property for the use of any such body.

B. The county may terminate this Agreement if at least forty percent (40%) of the jurisdictions in the county representing seventy-five percent (75%) of the population of the county have not signed this Agreement by February 1, 2015, and by February 1st of the first year of successive three-year periods.

C. The parties to this agreement agree to convene the King County RAHP Consortium as rapidly as possible after a proclamation of a state of emergency by the King County Executive or when the King County Emergency Coordination Center activates Emergency Services Function 6 (ESF-6), which provides for mass care, emergency assistance, housing and human services. The RAHP Consortium will be convened through a meeting of the Joint Recommendations Committee (JRC) and any representatives of Consortium Cities that desire to attend. The meeting will be convened after the county has been able to gather adequate information regarding housing displacement and potential interim housing needs as a result of the emergency. The purpose of the JRC meeting will be to review the Post-Disaster Interim Housing Annex to the King County Comprehensive Emergency Management Plan, and other available information regarding the emergency, and to begin the process to acquire all federal, state, private or other disaster funding assistance for housing and related needs available to the Consortium. The JRC will also begin the process to determine if the Consortium can commit any RAHP Consortium funds or other Consortium funds (CDBG, Disaster CDBG, HOME or other federal funds that may be available to the King County Consortium through the U.S. Department of Housing and Urban Development) for disaster interim housing efforts.

D. Recording - Pursuant to RCW 39.34.040, this Agreement shall be filed with King County Records.

KING COUNTY, WASHINGTON	CITY OF ____________________
____________________	____________________
For King County Executive	By: Signature
Adrienne Quinn, Director Printed Name	Printed Name
Department of Community and Human Services	Title
Date	Date
Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY	Approved as to Form: CITY OF ____________________ CITY ATTORNEY
____________________	____________________
Michael Sinsky, King County Senior Deputy Prosecuting Attorney	City Attorney
	ATTEST: CITY OF ____________________
	____________________
	City Clerk

EXHIBIT 1

King County Regional Affordable Housing Program

Administrative Guidelines

I. Introduction

The provisions of Substitute House Bill (SHB) 2060 became effective in Washington State on June 13, 2002.

SHB 2060 created a document recording fee on certain documents to be utilized for low income housing. Administration of the fund is shared between local governments and the State. The local portion of SHB 2060 funds is to be administered pursuant to a cooperative agreement between the county and the cities and towns within King County.

The work of the Housing Finance Task Force (HFTF), appointed by the King County Growth Management Planning Council in 1994, led to the passage of SHB 2060. In recognition of the recommendations made by the HFTF, a Regional Affordable Housing Program (RAHP)/2060 Planning Group convenes to plan for the use of King County SHB 2060 funds. The King County RAHP/2060 Planning Group[1] is made up of city representatives, county representatives, and representatives from a variety of private housing and services organizations in King County.

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[1] City representatives have included staff from the cities of: Burien, Tukwila, Kent, Federal Way, Redmond, Kirkland, Issaquah, Shoreline, Covington, Seatac, Auburn, Seattle, Bellevue and ARCH

Housing and services organization representatives included staff from the following: Seattle-King County Housing Development Consortium, Impact Capital, South King County Multi-Service Center, Hopelink, Fremont Public Association, Seattle Habitat for Humanity, South King County Habitat for Humanity, Friends of Youth, the Salvation Army, Community Psychiatric Clinic, Lifelong Aids Alliance, St. Andrews Housing Group, Housing Resource Group, EDVP, YWCA, Mental Health Housing Foundation, Rental Housing Association, Highline-West Mental Health, Valley Cities Counseling, Seattle Emergency Housing Service, Common Ground, and Vietnam Veterans. Leadership Program, Compass Center, Catholic Community Services, the King County Housing Authority, Seattle Mental Health, and the Committee to End Homelessness

The King County RAHP/2060 Planning Group has designed a regional low income housing fund source, to be administered by the King County Housing and Community Development Program (HCD) in the Department of Community and Human Services.

II. Duration of the Guidelines

The RAHP Guidelines shall take effect on January 1, 2007, and shall remain in effect until updated through the interjurisdictional Joint Recommendations Committee (JRC).

III. Review and Update of the Guidelines

Beginning in 2010, the Guidelines may be updated through the JRC pursuant to the RAHP Interlocal Cooperation Agreement, hereinafter "RAHP Agreement", as needed. The RAHP/2060 Planning Group will be convened to recommend any proposed changes to the Guidelines for presentation to the JRC for adoption.

IV. Decision-Making Structure and Regional Allocation Method

A. Approving Body – Joint Recommendations Committee.

The JRC, as defined in the RAHP Agreement, shall be the body that reviews and updates the RAHP Guidelines beginning in 2010, and reviews and adopts annual RAHP funding allocations and related allocation policies. The JRC will be expanded, pursuant to the RAHP Agreement, to include representation from the City of Seattle on RAHP matters.

Allocations and related policies adopted by the JRC must be consistent with these RAHP Guidelines, the Consolidated Plans of the King County Consortium and the City of Seattle, other local housing plans, as applicable, and the Ten Year Plan to End Homelessness in King County.

1. Appeal Process for JRC Decisions

a. Cities – Adoption of Guidelines

Pursuant to the RAHP Interlocal Agreement, a participating jurisdiction may appeal a JRC decision concerning the update of RAHP Guidelines. The jurisdiction must inform the Chair of the JRC, and the JRC chair will schedule time on the JRC agenda to discuss the appeal issue.

b. Applicants – Annual Fund Allocations

Applicants for RAHP funds may appeal a JRC allocation decision if they have grounds based on substantial violation of a fair allocation process, such as bias, discrimination, conflict of interest, or failure to follow the RAHP Guidelines. Appeals by applicants will receive initial review for adequate grounds by the Director of the King County DCHS. If adequate grounds for an appeal are found, the DCHS director will put the appeal on the JRC agenda for review.

B. Annual Fund Allocation Recommendations

An interjurisdictional advisory committee to the JRC, made up representatives from participating jurisdictions in the RAHP Consortium, will work with the King County Housing Finance Program (HFP) staff of King County HCD to make RAHP allocation recommendations and related program policy recommendations to the JRC. While the advisory committee may make recommendations concerning several fund sources for affordable housing in the King County Consortium, the City of Seattle staff will participate on the committee solely for the purpose of making RAHP recommendations.

The review process for RAHP allocations will proceed as follows:

- King County HCD staff will review all RAHP applications and make preliminary funding recommendations.
- Cities' staff will review applications for projects in their jurisdiction and make preliminary recommendations on those applications.

- Cities' staff will receive information on all RAHP applications to review prior to the advisory committee meeting at which final funding recommendations are formulated for transmittal to the JRC.
- Advisory committee participants will meet together at least annually to decide upon RAHP funding recommendations to the JRC, and may meet at other times during the year, as necessary, to discuss RAHP issues and make recommendations to the JRC.

C. Subregional Allocation Targets

The RAHP Fund will be a flexible fund that can address regional and subregional housing needs. The fund will use subregional allocation targets as a means to achieve geographic equity in the distribution of SHB 2060 funds by the end of each Interlocal Cooperation Agreement period.

1. Subregional Areas:

   a. City of Seattle Subregion

   b. North/East Subregion – north and east urban and rural areas, including 34 percent of unincorporated King County[2]

   c. South Subregion – south urban and rural areas, including 66 percent of unincorporated King County

2. Formula for Subregional Allocation Targets

Each subregion will have a targeted percentage of the RAHP funds, including the interest on the RAHP funds, allocated to projects within the subregion over the period of time that the RAHP Guidelines are in effect. Each subregion will receive allocations to

[2] Percent of unincorporated King County attributed to the North/East and South Subregions is based on the 2000 census data for households in the unincorporated portions of the King County Community Planning Areas, as listed in the 2002 Annual Growth Report.

projects within the subregion that are equal to or greater than 95 percent, of the subregions' allocation target by the end of each Interlocal Cooperation Agreement period. The formula for allocating RAHP funds to the subregions is as follows:

- One half of the RAHP funds shall be targeted for allocation among the three subregions based on each subregion's relative share of total existing need for affordable housing. Existing need shall be determined by the percentage of low-income households paying more than 30 percent of their income for housing in the subregion, according to the 2000 U.S. Census data.
- One half of the RAHP funds shall be targeted for allocation amongst the three subregions based on the subregions' growth targets for future need, as established through the Growth Management Planning Council. Future need shall be determined by the subregions' relative share of total future need for affordable housing in the County. A subregion's relative share of future need is the percentage of the subregion's affordable housing target for low-income households relative to the cumulative affordable housing target for low-income households of all jurisdictions in the county, including unincorporated King County[3]. Based upon the RAHP formula, the sub-regional allocation targets are as follows:

City of Seattle:	37.9 percent
South:	32.7 percent
North/East:	29.4 percent

[3] The percentage of a subregion's target relative to the cumulative target is derived by averaging the target percentages of the jurisdictions within that subregion. For each jurisdiction, the target percentage is calculated in the following manner: the number of households that a jurisdiction must anticipate, per the 2002-2022 Countywide Planning Policy (CPP) Growth Target, is multiplied by .24 or .20 (depending on the ratio of low wage jobs to low cost housing for the jurisdiction in Appendix 3 of the CPPs); that number is divided by the cumulative affordable housing target for low income households of all King County jurisdictions, including unincorporated King County.

3. Interjurisdictional Advisory Committee to Monitor Subregional Allocation Targets

The advisory committee will monitor the subregional distribution of RAHP funds every year, determining if any subregion(s) received allocations below 95 percent of the subregion's allocation target.

If any subregion received allocations under 95 percent of the target allocation after several funding cycles, the HCD staff will work with the advisory committee to adjust the allocation targets of such subregion(s) in the subsequent funding cycles, as needed. In addition, the advisory committee may propose strategies and actions, for review by the JRC, that are designed to increase the percentage of RAHP funds spent in those subregion(s). Staff of the jurisdictions that are parties to the RAHP Agreement will assist in implementing actions that will aid in achieving geographic equity in RAHP allocations by the end of each Interlocal Cooperation Agreement period.

V. Use of the RAHP Funds in King County

A. RAHP Priorities

1. Top Priority:

- Capital funds for the acquisition, rehabilitation and/or new construction of units of eligible housing types. New construction is not eligible if the low-income housing vacancy rate for all of King County exceeds 10 percent[4].

2. Second Priority:

- Operations & Maintenance ("O&M") fund program for existing homeless housing[5]. This program provides O&M funding for existing[6] transitional

[4] The low income housing vacancy rate for each county will be established by the state, pursuant to the SHB 2060 legislation.

housing and transition in place[7] units. The housing units must be eligible for the Washington State Housing Trust Fund, and must show that they require RAHP O&M funds in order to cover ongoing building operating expenses.

3. Third Priority:

- O& M funds for existing emergency shelters and licensed overnight youth shelters.

4. Last priority:

- Rental assistance vouchers to be administered by a local housing authority in conformity with the Section 8 program.

B. RAHP Eligibility

1. Eligible Housing Types

a. Capital Funds

- Permanent rental housing units
- Transition in place and transitional housing units; units that are not time-limited are encouraged.
- Emergency shelter and licensed overnight youth shelter[8]
- Ownership housing

b. O&M Funds:

- Existing transitional and transition in place housing units

[5] The O&M fund for the guidelines, beginning in 2007, is set at approximately 22 percent of $3,222,000 (the average of the RAHP collections in 2004 and 2005), which is $700,000 per year for the four year period of the guidelines.
[6] Existing housing is defined as housing that exists as of the date of an application for RAHP funds.
[7] Transition in place units are permanent rental units where supportive services are provided for a period of time, as needed by a household. Households do not need to move when the supportive services are phased out.

- Existing emergency shelters and licensed overnight youth shelters

2. Eligible Populations Served by Housing Units

- All units funded with RAHP funds must serve households at or below 50 percent of area median income. Projects that include units for households at or below 30 percent of area median income are encouraged.
- Homeless households[9], including youth.
- Households at risk of homelessness.[10]
- Disabled households or households with a disabled member.
- Families.
- Special needs populations, including seniors.

3. Eligible Applicants

- Nonprofit organizations
- Housing Authorities
- Local governments
- For-profit entities are only eligible for capital funds in the top priority. This is due to the language of the SHB 2060 legislation, which restricts building operations and maintenance funds to projects "eligible for the Washington State Housing Trust Fund." For-profit entities are not eligible for the Washington State Housing Trust Fund.

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[8] RAHP funds are limited to 50 percent of the development cost of any project; consequently, if a shelter project cannot secure adequate funding for the entire cost of development, the RAHP cannot prioritize the project.
[9] Homeless households include: households that lack a fixed, regular and adequate residence; households that reside in a publicly or privately operated shelter designed to provide temporary living accommodations; households that reside in time-limited housing; and households that currently reside in an institution and will be exiting the institution without a fixed, regular and adequate residence.
[10] Households at risk of homelessness include: households paying 50 percent or more of their income for rent, households that have a history of homelessness and are currently unstable, households living in overcrowded or substandard housing, households

4. Eligible use of RAHP Funds by Priority

a. Capital funds:

- Acquisition of land for eligible housing.
- New construction of eligible housing.
- Acquisition of building(s) for eligible housing.
- Rehabilitation of units of eligible housing or to create new units of eligible housing.
- Capitalization of a replacement reserve in connection with a capital investment for new or existing eligible housing units.
- Capitalization of O&M rent buy-down reserves for new eligible housing units to serve households below 50 percent of AMI that are primarily homeless[11], or at risk of homelessness[12]. Capitalized O&M reserves may only be used to write down rents to very affordable rent levels, below 30 percent of AMI and below 50 percent of AMI (i.e. between 30 percent and 50 percent of AMI,) for units that do not have debt service. Capitalized O&M reserves must be used for expenses directly related to running the building and may not be used for services to the tenants or to cover debt service[13]. This eligible use may not exceed 20 percent of the RAHP capital funds in any funding cycle.

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that are substantially behind on their monthly housing payment or have a pending eviction, households with a disability whose housing is at risk due to aging relatives or other factors.

[11] See Note 6.

[12] See Note 7.

[13] Other requirements for capitalized O&M reserves include: 1) projects will not be eligible for these funds unless they have either applied first to CTED for O&M and been denied, or have not received Housing Trust Fund capital dollars and are, therefore, not eligible for O&M from CTED; 2) funds will be awarded only in appropriate amounts as needed pursuant to review

b. O&M Funds:

- Existing transition in place or transitional housing units are eligible for O&M for ongoing building operations and maintenance expenses that cannot be covered by the rental income of the project, and may not include the cost of services to tenants or debt service.
- Existing emergency shelters and licensed, overnight youth shelters are eligible for O&M for general operating expenses, including services.

c. Vouchers:

- Rental assistance vouchers must be administered by a local housing authority in conformity with the Section 8 program.

VI. RAHP Administration

The RAHP funds shall be administered as a regional fund by the King County HCD Program.

A. RAHP Capital Funds

RAHP capital funds, including capitalized O&M reserves for new projects and maintenance reserves, will be administered by HFP in conjunction with other fund sources administered by HFP.

The HFP will staff the interjurisdictional advisory committee and will work with the committee to develop RAHP funding allocation recommendations and related policy recommendations for JRC review and adoption.

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by the Housing Finance Program, and will be subject to negotiated modifications; and 3) capitalized reserves will be committed for a maximum of five years' rent buy-down subsidy.

The HFP will distribute RAHP funds through contracts pursuant to the allocations adopted by the JRC, and will generate an annual RAHP report that provides information about the projects that received funding in the current year, as well as the status of projects awarded RAHP funds in prior year(s).

The terms of the King County Housing Opportunity Fund (HOF) will apply to RAHP contracts, with the exception of the following:

- To the extent that there are differences between the HOF guidelines and RAHP guidelines, the RAHP guidelines will apply.
- A financial match by the local government where a housing project is to be located is not required, but is encouraged.
- RAHP funds will have no maximum subsidy per unit, but the development portion of the award (not including O&M rent buy-down reserves) will be limited to 50 percent of the total development cost of a project.

B. <u>RAHP Operating and Maintenance Funds</u>

The RAHP O&M funds will be administered through the King County HCD Program's Homeless Housing Programs (HHP) Section.

The priority for RAHP O&M funds is existing projects that have been unsuccessful in receiving State 2060 O&M funds or ESAP funds.

HHP will work with the Committee to End Homelessness to ensure that the uses of RAHP O&M funds are consistent with the priorities of the Ten Year Plan to End Homelessness.

HHP will invite city staff and other stakeholders to participate in updating the RFP parameters for O&M funds, if and when updates are necessary, and will invite the same to participate on the panel to review applications for the RAHP O&M funds. The review panel will recommend O&M fund awards to the JRC for final adoption.

Attachment 4

King County Consortium Interlocal Agreements - Federal and Local Funds Descriptions and Uses

Annual Federal Formula Grants

Community Development Block Grant (approximately $4.5 million per year)

The Community Development Block Grant Program (CDBG) is authorized under Title I of the Housing and Community Development Act of 1974, as amended. Its primary objective is the development of viable urban communities by providing decent housing, a suitable living environment (community facilities and public infrastructure) and expanded economic opportunities principally for persons of low and moderate income (under 80% of area median income.)

The King County Consortium uses CDBG funds for community facilities, public infrastructure, parks, the Consortium-wide Housing Stability Program for homeless prevention, human services to address our region's plan to end homelessness , the Consortium-wide Housing Repair Program, affordable housing (North/East – allocated through the ARCH competitive funding cycle), as well as planning and administration.

Emergency Solutions Grant (ESG) (approximately $260,000 per year)

The Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act) revised the Emergency Shelter Grants Program and renamed it the Emergency Solutions Grants (ESG) Program. The new name reflects the change in the program's focus from addressing the needs of homeless people in emergency shelters to assisting people to quickly regain stability in permanent housing after experiencing homelessness and/or a housing crisis. The Emergency Solutions Grant Program has five allowable components:

- Street Outreach
- Emergency Shelter
- Homeless Prevention
- Rapid Re-housing
- Homeless Management Information Systems (HMIS)

HUD has emphasized the use of ESG funds for rapid re-housing. The King County Consortium currently uses ESG funds for emergency shelter operating and maintenance support and rapid re-housing.

HOME Investment Partnerships Program (approximately $2.6 million per year)

HOME funds may be used for affordable housing activities including constructing new affordable housing; acquiring and/or rehabilitating existing housing as affordable housing under a long-term covenant, or preserving housing affordable housing not previously funded with HOME. HOME can be used for rental and home ownership projects affordable to households at or below 80% AMI, including down payment assistance and rental assistance to income-eligible households. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. Program administration is 10 percent of the grant.

The King County HOME Consortium invests HOME funds strategically in larger multifamily affordable apartments, primarily for households at or below 50 % of AMI, many of which leverage 4% and 9% low income housing tax credits; and home ownership, including down payment assistance programs. King County does not use HOME funds for rental assistance, as the HOME regulations for rental assistance are very cumbersome and there are other more flexible fund sources that are better used for rental assistance.

Local Funds

Regional Affordable Housing Program (approximately $3.0 million per year)

Regional Affordable Housing Program (RAHP) funds are authorized by state legislation that allows counties to collect these document recording surcharge fees for affordable housing . RCW 36.22.178 authorizes counties to collect and administer the funds pursuant to a cooperative agreement between the county and the cities and towns within the county. King County and the cities and towns who participate in the program execute multi-year interlocal agreements to partner in the RAHP Consortium.

King County currently uses approximately 20% of the RAHP funds ($700,000 per year) for operations and maintenance funds for transitional housing and shelters (only shelters may use some of the funding for services); and a variable amount of approximately $2.2 million a year in capital funding for affordable housing. The statute restricts RAHP for housing that will serve households at or below 50% AMI. The capital investments are balanced over the three years of the interlocal agreement to meet target goals for allocation to the South, North/East, and Seattle sub-regions, per the adopted RAHP Guidelines.

Attachment 5

	CDBG Interlocal Cooperation Agreement 2012-2014	CDBG Joint Interlocal Agreement 2012-2014	HOME Investment Partnerships Program Interlocal Cooperation Agreement 2012-2014	RAHP Cities 2012-2014	
1	Algona	Redmond	Auburn	Auburn	1
2	Beaux Arts Village, Town of	Renton	Bellevue	Beaux Arts Village, Town of	2
3	Black Diamond	Shoreline	Kent	Bellevue	3
4	Bothell (Split City)		Federal Way	Black Diamond	4
5	Burien			Burien	5
6	Carnation		Redmond	Carnation	6
7	Clyde Hill		Renton	Clyde Hill	7
8	Covington		Shoreline	Covington	8
9	Des Moines			Federal Way	9
10	Duvall			Hunts Point	10
11	Enumclaw			Issaquah	11
12	Hunts Point			Kenmore	12
13	Issaquah			Kent	13
14	Kenmore			Kirkland	14
15	Kirkland			Medina	15
16	Lake Forest Park			Mercer Island	16
17	Maple Valley			Newcastle	17
18	Medina			Pacific	18
19	Mercer Island			Redmond	19
20	Newcastle			Renton	20
21	North Bend			Sammamish	21
22	Pacific			SeaTac	22
23	Sammamish			Seattle	23
24	SeaTac			Snoqualmie	24
25	Skykomish			Tukwila	25
26	Snoqualmie				
27	Tukwila				
28	Woodinville				
29	Yarrow Point				
	Unicorporated King County				

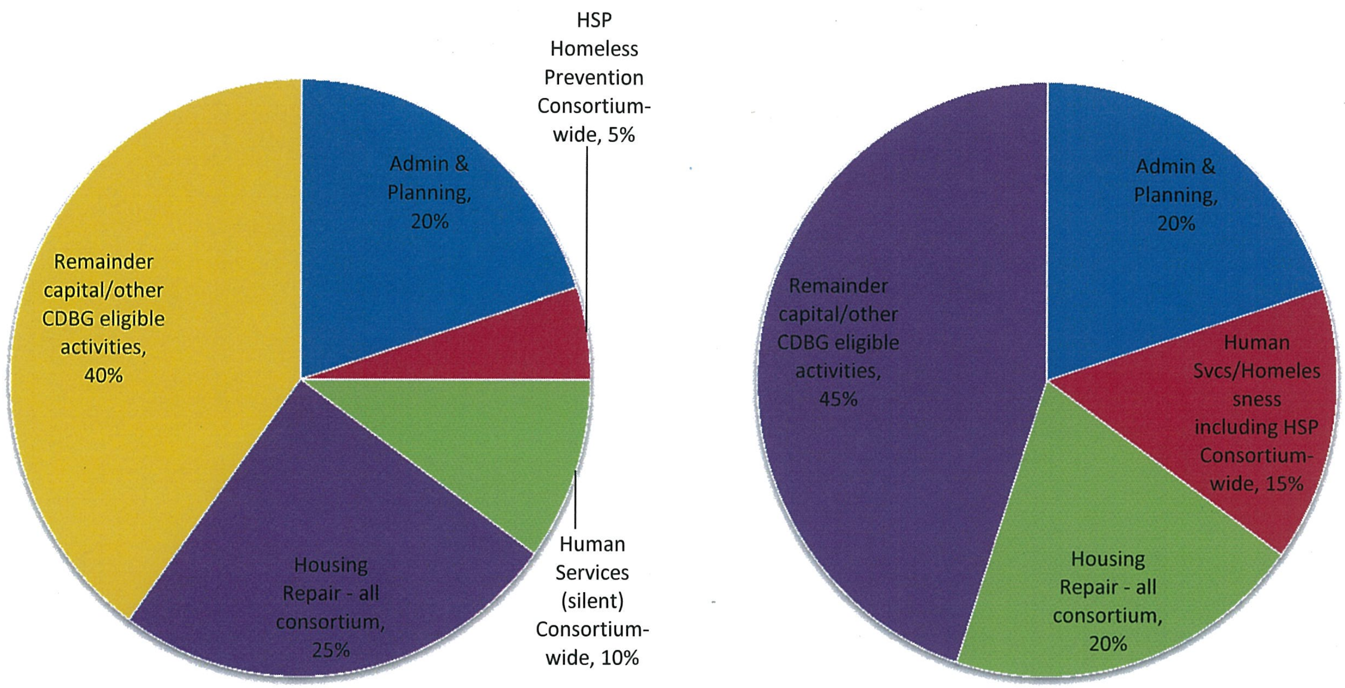
Not included

1 Normandy Park
2 Milton (Split City with Pierce County)
3 Seattle

Cities that did not sign RAHP

Algona
Bothell
Des Moines
Duvall
Enumclaw
Lake Forest Park
Maple Valley
Shoreline
Skykomish
Woodinville
Yarrow Point

CDBG Consortium – Comparison of 2012-2014 ICA to Proposed 2015-2017 ICA on Distribution of Funds



Attachment 6

City Of Kenmore, Washington

Memorandum

Date: June 6, 2014

To: Mayor & City Council

From: Rob Karlinsey, City Manager

Regarding: City Gateway Signs

The Capital Improvement Plan for this biennium includes funding for new gateway signs on Bothell Way. The 2011 gateway and way-finding project with the design firm Sussman Prejza & Co. resulted in a particular concept and brand, and the gateway signs have been designed accordingly.

At prior City Council meetings, staff have brought gateway concepts for Council review and have received feedback to give the signs a more substantial structure and base. We believe that the attached concepts are responsive to the City Council's direction. In addition, we are proposing to use Sussman Prejza's seaplane concept on the gateway sign entering the City from the west (going eastbound) on Bothell Way (coming from Lake Forest Park). Unless the City Council objects, we will move forward with the attached design concepts and direct the design firm to prepare documents for bidding and construction.

18120 68th Ave NE · PO Box 82607 · Kenmore, WA 98028
Office: (425) 398-8900 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov · www.kenmorewa.gov


KENMORE
Welcomes You


KENMORE
Welcomes You

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Joint meeting with the Planning Commission to discuss preliminary recommendations on development standards for the Regional Business zone **Proposed Council Action/Motion:** Hold a joint meeting with the Planning Commission to provide feedback on the Commission's preliminary development standard recommendations.	**For Council Meeting Agenda of:** 6/16/14 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner **Initial & Date** **Approved by Department Head:** DB 5/30/14 **Approved by City Attorney:** N/A **Approved by Finance Director:** 5/30/14 **Approved by City Manager:** RK **Exhibits/Attachments:** 1. Staff Memo with attachments

Expenditure Required $0	**Amount Budgeted** $90,000 budgeted for implementation of the comprehensive plan and downtown plan. $30,000 of this amount budgeted for assistance with update of the transportation element	**Appropriation Required** $0

INFORMATION/BACKGROUND: On 1/14/13 and 1/27/14, the Council approved the dockets (work programs) which included the Regional Business (RB) zone project. On 2/19/13, the Planning Commission met jointly with the Council to discuss the project scope and identify issues to address, particularly with regard to the Council's economic development goals. On 1/13/14, the Council and Commission met to discuss preliminary recommendations on permitted uses in the RB zone.

At the 6/16/14 joint meeting, the Planning Commission's preliminary recommendations on development standards for the RB zone will be presented for Council feedback. A public involvement campaign on the development standards recommendations is scheduled for late June. The Commission's final recommendation to Council on the RB zone project is anticipated later this year.

FISCAL CONSIDERATION:
The need for consultant technical expertise related to the 2014 docket items has not been determined, but $30,000 is budgeted for part of the costs related to updating the Transportation Element.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Goal 1. To continue to implement the Economic Development Plan. Goal 10. To conduct a comprehensive review of the Regional Business Zone.

The City of Kenmore

18120 68TH AVENUE NE PO BOX 82607
KENMORE, WASHINGTON 98028

MEMO

TO: **City Council**
Rob Karlinsey, City Manager

FROM: **Debbie Bent, Director of Planning & Community Development** DA
Lauri Anderson, Senior Planner LWA

DATE: May 30, 2014

SUBJECT: Regional Business Zone Preliminary Development Standard Recommendations

The Planning Commission has nearly completed their review of development standards in the Regional Business (RB) zone. They have continued to use the 8 subareas of the RB zone to guide their discussions (see Attachment 1) and have refined their "visions" for each subarea (see Attachment 2). The purpose of the joint meeting on June 16 is to present the preliminary development standard recommendations, answer any questions and discuss any concerns.

In late June, a public involvement effort will present the development standard recommendations to owners and tenants of all RB-zoned properties, as well as to neighbors within 1000' of the zone. Updated information will be placed on the City's webpage, information will be presented to the Kenmore Business Alliance, and a public open house will be held to obtain feedback.

Background and Summary of Recommendations

Use Chart Footnotes and Required Permit Processes:

The Planning Commission's land use recommendations are the foundation of their RB zone strategy. Once the permitted/prohibited land uses were established for each subarea (following a joint meeting with the City Council in January and several public involvement activities since that time), the Planning Commission determined whether a conditional use permit should be required for a permitted use (requiring public notice and review against special criteria). They also added footnotes to the chart identifying permitted, conditional and prohibited uses to address specific issues of concern (see Attachment 3). Some of these footnotes (for adult entertainment businesses, for example) are carried forward without amendment from the existing RB zone standards. Others are new and are recommended to help achieve the subarea visions.

The most significant new footnote recommendations are as follows:

- Prohibition on outdoor runs for animal kennels/shelters adjacent to residential zones
- Prohibition on auto sales throughout the RB zone
- Prohibitions on standalone surface parking lots in some subareas and restrictions on their size
- Restriction on standalone retail sales in subareas 2, 4 and 6. Retail in these subareas must be part of a mixed use development.
- Size limits on outdoor sales lots for boats in subarea 5.
- Retail sales in subarea 5 restricted to parcels directly around the SR-522/Juanita Drive intersection or those with direct access to the Burke-GilmanTrail
- Warehouse size limitations in subarea 6
- Requirement for a conditional use permit for large bulk retail uses in subarea 7
- Vehicle refueling stations in subarea 8 restricted to within 250' of the intersection of 80th Avenue NE and SR-522
- Retail sales in subarea 8 restricted to parcels within 300' of the intersections of 80th Avenue NE and SR-522 or 83rd Place NE and SR-522

General Development Standards:

Along with the footnote recommendations, the Planning Commission has addressed the general development standards for the RB zone. Following are their recommendations, contrasted with the existing standards:

	Existing RB standard	Recommended RB standard	Comments
Base density (dwelling units per acre)	36 du/acre	48 du/acre	This increased density is still less than that allowed in the Downtown Commercial (DC) zone and Transit Oriented District (TOD) overlay as an incentive to focus new multifamily there
Maximum density	48 du/acre if special benefits provided	72 du/acre if special benefits provided	
Minimum street setback	10'	No change	
Minimum interior setback	20' (on property lines adjoining residential zones)	No change	

Base Height[1]	• 35' non-mixed-use • 65' mixed use	Eliminate this standard and replace with a maximum height	
Maximum Height	• 75' non-mixed-use • Unlimited for mixed use (controlled by setbacks)	• 35' for subareas 1-2 • 35' for subarea 3, but can go to 40' with additional setbacks from property lines • 50' for subareas 4-8, with reduced maximum height on the north side of properties along the Burke-Gilman Trail in subarea 5	35' height limit in subareas 1, 2 and 3 is to protect upland views. The subarea 3 allowance to 40' with additional setbacks would prevent wall-to-wall buildings and still preserve views. 50' maximum throughout the balance of the RB zone would allow 4-5 story buildings. The P-suffixes would control heights of new development on the Lakepointe site and in the Plywood Supply Special Study Area (PSSA)
Maximum Floor Area ratio (FAR)	2.5/1 for non-mixed-use 4.0/1 to 5.0/1 for mixed use	Eliminate standard	Building height and setbacks would control building size. Design standards would mitigate bulk/mass impacts
Maximum impervious surface	90%	No change	

[1]Height limits may be increased when portions of the structure/building which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit.

Design Standards:

Currently, a large portion of the RB zone is subject to design standards. These design standards, originally developed for the downtown, are to encourage pedestrian friendly development by, for example, providing pedestrian walkways, keeping buildings close to the street (and sidewalks), placing parking at the rear of buildings, minimizing blank walls, requiring windows, and specifying building materials.

There are three different sets of design standards. Design standard 1 is more intensive and requires compliance with all measures. Design standards 2 and 3 mandate a more limited set of design requirements.

The chart below compares existing design requirements with the Planning Commission recommendations for the subareas. The rationale for the changes is provided in the third column.

Subarea	Current status	Recommendation	Rationale
Subarea 1	Design standard 2, except for 2 parcels west of 61st Avenue NE that have no design standards	Extend design standard 2 to the 2 parcels west of 61st Avenue NE; otherwise unchanged	This change is for ease of administration of the code and for consistency between all parcels in subarea 1
Subarea 2	Design standard 2	No change	
Subarea 3	No design standards	No change	Existing unique uses in this subarea could not easily conform to design standards
Subarea 4	No design standards (addressed by the P-suffixes)	Address through P-suffix recommendations	
Subarea 5	Design standard 1 west of 73rd Avenue NE; design standard 2 east of 73rd Avenue NE	Convert design standard 1 to design standard 2 for all properties except those near the intersection of SR-522 and 68th Avenue NE/Juanita Drive and along both sides of 73rd Avenue NE	Design standard 2 seems more appropriate for these parcels, given the vision for the area as supportive of existing jobs generators and the new allowances for construction and trade and wholesaling businesses. The upper story setback

			requirements would address concerns about mass and bulk of buildings along the Burke-Gilman Trail.
Subarea 6	No design standards (addressed by the P-suffixes)	Address through P-suffix recommendations	
Subarea 7	Design standard 2	Convert to design standard 3	Design standard 3 would reinforce a pedestrian orientation in this area. Design standards could mitigate the new allowance of bulk retail in this area
Subarea 8	Design standard 2	No change	

Uses Adjoining Residential Areas:

In the current Public/Semi-Public (PSP) zone, a standard for protection of abutting residential zones is incorporated. This standard allows the city manager to require a landscaping screen between the nonresidential and residential uses if needed. The Planning Commission recommendation is that this requirement be applied to subarea 7 where the potential exists for a significant change in use that would abut residential zoning. Similar concerns for subarea 6 would be addressed through the P-suffix recommendations.

Outdoor Storage:

The Planning Commissions recommends adding a new code section to the RB zone with performance standards for all permitted outdoor storage. Standards related to setbacks, location of the outdoor storage, screening, surfacing, and lighting are recommended.

Loading Docks (Spaces):

The Planning Commission is recommending that--along with existing standards that address screening and noise reduction in areas within 100' of residential zoning--screening from the public right-of-way should be required.

View Corridors:

Although the Planning Commission is recommending reduced height limits in subarea 1, 2 and 3 to provide some view protection, they also are recommending protection of view corridors across subarea 2 to preserve public views of Lake Washington from SR-522. The view corridor requirements would require an open corridor across 30% of a site on the south side of SR-522 to maintain views of the lake. The location of the view corridor would be determined during permit review, based on such factors as location of view corridors on adjacent properties and existing view-obscuring development or vegetation. Parking lots and subsurface parking structures, along with open fencing, could be located in this area. A covenant would protect the view corridor in perpetuity.

P-Suffix Standards:

As part of the RB project, the Planning Commission was asked to review the P-suffixes, eliminate those that were no longer relevant, and move the remaining applicable standards directly into the Zoning Code. The P-suffixes found in the RB zone, with the Planning Commission recommendations for each, are as follows:

Lakepointe: The property representative and his attorney have requested that the P-suffixes on this property remain intact given the existing unexpired permit, and that any future changes to the standards be negotiated through a development agreement. The Planning Commission concurred with this approach.

Plywood Supply Special Study Area: After multiple meetings with the property-owners in this area and a concerted effort by staff to negotiate a mutually agreeable list of development standards that could be incorporated into the Zoning Code, negotiations have stalled. As requested by the Planning Commission, staff will provide information at the June 10 Planning Commission meeting on the status of the negotiations. If a mutually agreeable approach has not been reached, the Planning Commission has recommended that the development agreement approach be utilized to negotiate development conditions in the future once an actual development is proposed. This is the same recommendation as for Lakepointe.

Harbour Village Marina: The P-suffixes on this property are duplicates of existing permit conditions. Given that these conditions are duplicative, the Planning Commission recommends that the Harbour Village Marina P-suffixes be eliminated.

Accessory uses:

The Planning Commission recommends adding a new section to the Zoning Code clearly stating that the Development Services Department has the authority to determine whether or not a use is "accessory." This authority already is incorporated in the newer zones in the city. Clarifying language would be added to the accessory use definitions and description to acknowledge that an accessory use could be a prohibited use and still be allowed if it meets the accessory use standards.

Site Plan Review Requirements:

Current rules in the Zoning Code specify that Site Plan Review is required for portions of subarea 2 and subarea 4, and all of subareas 3, 6, and 7. In other portions of subarea 4 and in all of subarea 5, Site Plan Review is required if the site is 1 acre in size or more (see Attachment 4). Site Plan Review provides an opportunity to more completely assess proposed development on a site and it is applied to properties based on significant size, location, frontage on major public thoroughfares, use, or project scope. A Site Plan Review is an administrative permit, but public comment is solicited and considered and the decision is appealable to the city's Hearing Examiner.

The Planning Commission recommends that the current Site Plan Review requirements be retained and extended to all properties in subarea 2, regardless of parcel size. Permit review process requirements for the main part of subarea 4 (Lakepointe) and subarea 6 (the Plywood Supply Special Study Area) will be controlled by the P-suffix conditions.

Development Agreements:

Zoning Code Chapter 18.110 allows an owner of real property to enter into a development agreement with the city. A development agreement permits an applicant to depart from the development standards of the code, if offset by a benefit to the city of equal or greater benefit as determined by the city. Certain standards cannot be waived, including departures from building code requirements, critical area requirements, and surface water runoff requirements. A development agreement is approved by the City Council.

Presently, the ability to pursue a development agreement is limited to property owners in the Downtown Commercial (DC) and Downtown Residential (DR) zones, as well as to those Public Semi-Public (PSP) areas within 300' of the DC zone.

While the staff recommendation was to expand the development agreement opportunity to all properties in the RB zone to provide additional flexibility in development standards while ensuring equivalent public benefits, the Planning Commission recommends that only subareas 3, 4, 6 and 7 be given the development agreement opportunity.

Nonconforming Uses:

The Planning Commission has discussed nonconformance and "grandfathering" in several contexts over the past several months. The goal of nonconformance rules is two-fold: to allow existing businesses to continue (or be "grandfathered") even if the zoning rules change, but also to limit opportunities for expansion and rebuilding of these existing businesses to encourage a gradual transition to new uses or conformance with updated development standards.

KMC 18.20.1860 defines nonconformance as follows:

> "Nonconformance" means any use, improvement or structure established in conformance with the city rules and regulations in effect at the time of establishment that no longer conforms to the range of uses permitted in the site's current zone or to the current development standards of the code due to changes in the code or its application to the subject property."

As the definition describes, the concept of "nonconformance" can be applied to either uses or development standards. Basically, a nonconformance is a use or structure that was legal when created, but that no longer "conforms" to current rules. This contrasts with an "illegal nonconformance" that was established illegally and must immediately be abated.

The city is somewhat unique in taking two approaches to nonconformity: 1) legal nonconformances and 2) "existing legal" nonconformances.

Legal Nonconformances

A legal nonconforming use may be reestablished, or a damaged or destroyed nonconforming structure may be reconstructed, if:

- The use or structure is not expanded
- A new nonconformance is not created, and
- If the use has not been discontinued for more than 12 months, or the permit application for the damaged or destroyed structure is submitted to the department within 12 months.

The 12-month period may be extended through a Type 2 permit process (administrative decision appealable to the Hearing Examiner) if there has been a good faith effort by the applicant either to lease the property or to make a complete application for a permit, or if there have been extenuating circumstances beyond the control of the applicant, such as a change in economic market conditions or delays in financing.

A nonconformance may be expanded, after review and approval by the department, if the extent of the expansion in certain areas (impervious surface, parking, etc.) is 10% or less. A certain percentage of code compliance must be achieved with this approval.

For larger expansions, a conditional use permit would be required. Conditional use permit criteria include compatibility with neighboring development, protection of health and safety of the community, review of pedestrian and vehicular traffic, and provision of adequate public facilities and services. Public notice is given and public comment is reviewed.

Expansion of a legal nonconformance cannot conflict with the Comprehensive Plan.

Existing Legal Uses

Zoning Code Section 18.20.965 provides the following definition for existing legal uses:

> "Where the term "existing" or "existing legal" follows a listed use type, then those uses that can document their legal nonconforming status prior to April 28, 2003, are considered to be permitted uses and given all the rights of other permitted uses within the district, until such time as there is a change of use or abandonment as set forth in KMC 18.100.085. In addition, these uses may be rebuilt within the same footprint and floor area should they suffer damage; provided, that no new nonconformances with standards are created (e.g., setbacks), if any. *These uses may be remodeled without limitation on value and may be enlarged subject to current code requirements (e.g., height limits, lot coverage, density limits, setbacks, parking, etc.), unless otherwise specifically conditioned."*

In the existing RB zone, light manufacturing is identified as "existing legal" in a use table footnote.

However, a separate chart in the RB zoning district standards (Attachment 5) applying to <u>all</u> uses states:

> "Existing legal uses as of May 8, 2003, which are not otherwise allowed as a permitted use, conditional use, or special use are permitted."

In other words, all existing legal uses in the RB zone as of May 8, 2003 are considered to be permitted uses and are given all of the rights of other permitted uses within the zone until there is a change of use or abandonment. The uses may be remodeled and enlarged subject to current code requirements. According to Code section 18.100.087, expansion may occur on original parcels or to adjacent parcels if the adjacent parcels were and are still owned or leased by the same business or residential use owner at the time the use became existing legal. This is a different treatment than for traditional nonconformances that generally cannot be expanded or intensified except through a conditional use permit requiring public notice that addresses issues of character and appearance, health and safety, and traffic.

In the RB zone, the "existing legal" use provision means that many of the major existing industrial uses (Glacier/Cal Portland, Cemex, operations on the Lakepointe site) can be continued without any constraints to redevelopment or expansion other than the physical limitations of setbacks, parking, height, etc. There is no "push" to convert these industrial uses to other uses, even though the Comprehensive Plan envisions just such a transformation.

The Planning Commission recommends that the "existing legal" nonconformance rules be eliminated in the RB zone and that all nonconformances be subject to the regular nonconformance rules. This would limit expansion of "existing legal" nonconforming uses unless a conditional use permit were obtained, through which the city could negotiate improvements to ensure greater compatibility.

Other Related Issues

TOD Geographic Boundaries:

In 2009 and 2010, the Downtown Task Force met more than twenty times to develop a proposal for a Transit Oriented District in Kenmore. A TOD is a compact, mixed use district, close to transit service. The focus is on a pedestrian-friendly environment that encourages residents to walk to transit and services and reduces auto dependence.

On June 16, 2010, the Task Force presented their recommendations to the City Council. Before the Council took final action on the recommendation, staff requested a delay in the project so that the boundaries could be adjusted, if necessary, based on the upcoming Regional Business (RB) zone project. At that time, staff recommended that the Council amend the TOD boundaries to include only those properties north of SR-522 (zoned RB and multifamily residential)--if compatible with the future RB zone revisions.

In conjunction with the RB project, the Planning Commission is now recommending that the TOD boundaries be adjusted as shown in Attachment 6. Rationale for this recommendation is that the areas on the south side of SR-522 are envisioned as locations for job generating businesses. Areas on the north side of SR-522 (subareas 7 and 8), on the other hand, are envisioned as locations for primarily office and multifamily development along the SR-522 transit corridor.

The TOD project will be brought back to the City Council for action later in 2014. It is likely that approval of the TOD will not be finalized until the late spring 2015 adoption of the Comprehensive Plan amendments.

Murphy's Auction Property Rezone:

The Murphy's Auction property, at 18226 68th Avenue NE, is presently zoned Regional Business (RB) on the westerly one-third and R-48 (Multifamily Residential) on the easterly two-thirds. Amendments to the Comprehensive Plan in 2007 targeted this property for Downtown Commercial (DC) zoning on the westerly portion and Downtown Residential (DR) zoning on the easterly portion, with the expectation that the property-owner would apply for the rezoning. To date, the property-owner has not applied for the rezone.

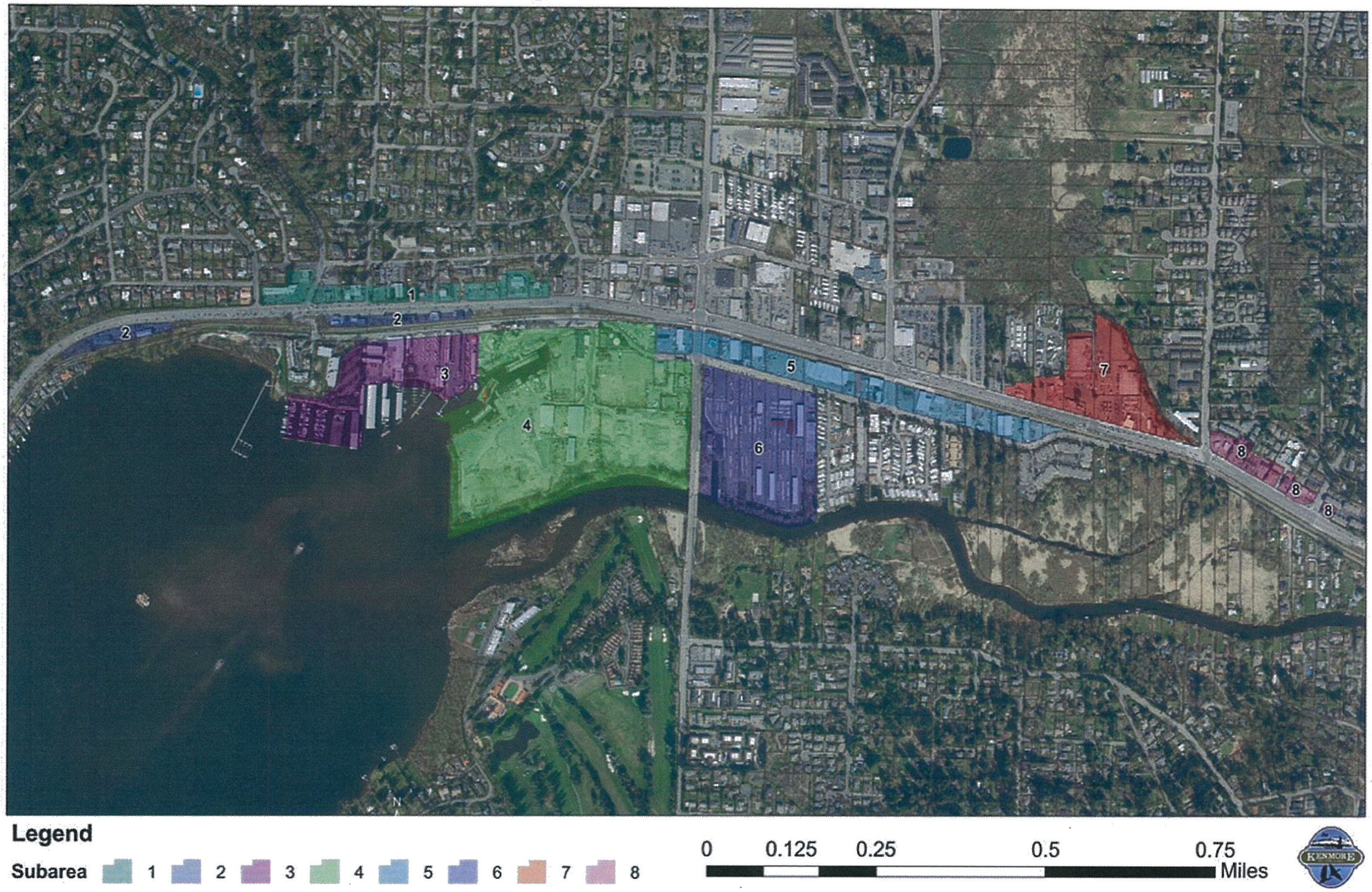
Given that the RB zone is under review at this time, the Planning Commission recommends that the RB project implement the required rezoning—eliminating the RB zoning and changing the westerly portion of the site to Downtown Commercial and the easterly portion to Downtown Residential, consistent with the Comprehensive Plan map and the 2007 City Council direction.

Attachments
Attachment 1: Map of Subareas
Attachment 2: Subarea Visions
Attachment 3: Use Recommendations with Footnotes and Processes

Attachment 4: Existing Site Plan Review Requirements
Attachment 5: Treatment of Existing Legal Uses in the RB Zone
Attachment 6: Recommended Geographic Boundaries of the TOD

Attachment 1

Regional Business Zone Subareas



ATTACHMENT 2

PRELIMINARY PLANNING COMMISSION "VISION" RECOMMENDATIONS

Subarea 1 Vision: This area would continue to be a mix of restaurant, retail and service uses. New office and mixed use multifamily development would be encouraged to take advantage of lake views and proximity to transit. Limited light manufacturing might be acceptable if performance standards were met. Auto-oriented businesses would become nonconforming.

Subarea 2 Vision: This area would convert from a commercial strip corridor to an area of primarily office and multifamily development taking advantage of lake views and proximity to transit. Light manufacturing might be appropriate in some areas, with associated performance standards. Limited retail uses should be located only near major intersections or as part of mixed use development. Auto-oriented businesses would become nonconforming.

Subarea 3 Vision: This area would continue to support existing uses, but also would allow eating and drinking places, temporary lodging and other uses to support marina and airport uses. Compatible light manufacturing would be appropriate. Office and mixed use multifamily development are desirable for the future.

Subarea 4 Vision: This area would continue to be a mixed use neighborhood, combining office, multifamily and retail uses and providing public access to the waterfront. Compatible light manufacturing uses also could be considered.

Subarea 5 Vision: This area is supported as an existing jobs generator but with opportunities for a transformation in the future. Existing businesses would continue to grow and thrive. Construction and trade and wholesaling would be permitted uses. Certain compatible uses would be allowable, including office and light manufacturing. Other uses, such as mixed use multifamily or retail, would require special review or limiting conditions to ensure compatibility.

Subarea 6 Vision: This area is supported as an existing jobs generator but with opportunities for a transformation in the future. Existing businesses would continue to grow and thrive. Construction and trade, warehousing and wholesaling would become permitted uses. Certain compatible uses would be allowable, including office and light manufacturing. Any future redevelopment to new uses would require special permit review.

Subarea 7 Vision: This area would be an "enterprise zone" allowing for a wide range of commercial uses. Office and retail uses would be permitted, including bulk retail. Light manufacturing, subject to performance standards, would be permitted. Standalone multifamily development also would be a permitted use. Auto-oriented businesses would not be permitted.

Subarea 8 Vision: This area would convert to primarily office and multifamily uses. Limits on retail would ensure compatibility, avoid strip development, and address difficulty of access. Light manufacturing would be permitted, controlled by general performance standards. Auto-oriented businesses would become nonconforming.

ATTACHMENT 3

PRELIMINARY RECOMMENDATIONS ON PROHIBITED LAND USES

Revised 5/30/14

Note: This table reflects the Planning Commission's preliminary recommendations as of May 30, 2014. This table does not identify all development standards that might limit the scale or scope of a use or require that a land use permit be obtained prior to establishment.

"X" means prohibited use "C" means conditional use "P" means permitted use (Footnotes follow the table)	**Subarea 1, West SR-522, north side**	**Subarea 2, West SR-522, south side**	**Subarea 3, West NE 175th Street**	**Subarea 4, Lakepointe and Glacier properties**	**Subarea 5, North side of NE 175th St., primarily east of 68th**	**Subarea 6, Plywood Supply Special Study Area**	**Subarea 7, Kenmore Square**	**Subarea 8, East SR-522**
Possible Uses								
Adult entertainment business	P1	P1	P1	P1	P1	P1	P1	P1
Air transportation service	X	X	C	X	X	X	X	X
Ambulatory surgery center	P	P	P	P	P	P	P	P
Animal kennel/shelter	P2	P2	P2	X	P2	P2	P2	P2
Arts, entertainment, indoor	P	P	P	P	P	P	P	P
Arts, entertainment, outdoor	C25	C	P25	P	P	P25	P25	X
Auction house	X	X	X	X	X	P3	X	X
Automotive sales and service, marine	X	X	P	P26	P27	P	X	X
Automotive sales and service, non-marine	X	X	X	X	P4	P4	X	X
Business service, intensive	X	X	X	X	X	X	X	X
Business service, standard	P	P	P	P	P	P	P	P
Cemetery, columbarium or mausoleum	P5	P5	P5	X	X	P5	P	P5
College/University	C	C	C	C	C	C	C	C
Communication facility	C6	C6	C6	C6	C6	C6	C6	C6
Community residential facility (CRF)	P	P	P	P	P	P	P	X
Construction and trade	X	X	X	X	P	P	X	X
Day-care	P	P	P	P	P	P	P	P
Eating and drinking place	P8	P8	P8	P8	P8	P8	P8	P8
Educational service	P	P	P	P	P	P	P	P
Family child-care home	X	X	X	X	X	X	X	X
Fire or police facility	C	C	C	P	P	P	C	C
Funeral home/crematory	P	P	P	X	X	P	P	P

"X" means prohibited use "C" means conditional use "P" means permitted use (Footnotes follow the table)	Subarea 1, West SR-522, north side	Subarea 2, West SR-522, south side	Subarea 3, West NE 175th Street	Subarea 4, Lakepointe and Glacier properties	Subarea 5, North side of NE 175th St., primarily east of 68th	Subarea 6, Plywood Supply Special Study Area	Subarea 7, Kenmore Square	Subarea 8, East SR-522
Health care and social assistance	P	P	P	P	P	P	P	P
Hospital	X	X	C	X	X	C	C	X
Laboratory	P28	P28	P28	P28	P28	P28	P28	P28
Manufacturing, light	P	P	P	C	P	P	P	P
Manufacturing, heavy	X	X	X	X	X	X	X	X
Mobile food service	P11	P11	P11	P11	P11	P11	P11	P11
Mobile home park	X	X	X	X	X	X	X	X
Multiple family dwelling	P12	P	P12	P12	P12	P12	P	P
Office	P	P	P	P	P	P	P	P
Park	P	P	P	P	P	P	P	P
Personal service	P	P	P	P	P	P	P	P
Recreational facility, indoor	P	C	P	P	P	P	P	P
Recreational facility, outdoor	X	C29	P25, 29	P29	C29	P25, 29	P25, 29	X
Regional land use	X	X	C	C	C	C	C	X
Religious institution	P	P	P	P	P	P	P	P
Resource land use	X	X	X	X	X	X	X	X
Retail sales	P	P13	P	P13	P 21	P13	P	P 23
Retail sales, bulk	X	X	X	X	X	X	P24	X
Secure facility	X	X	X	X	X	C16	X	X
Single detached dwelling unit	X	X	X	X	X	X	X	X
Standalone parking (surface or garage)	P17	P17	P18	P18	P17	P18, 30	P18	X
Supportive living facility	P	P	P	P	P	P	P	P
Temporary lodging	P	P	P	P	P	P	P	P
Transportation	X	X	P19	P19	P19	P19	X	X
Utility facility	X	X	X	X	C	C	X	X
Vehicle or equipment rental	X	X	P20	P14, 20	P20	P	X	X
Vehicle refueling station	X	X	P	P14	X	X	X	P9
Warehousing	X	X	X	X	X	P22	X	X
Wholesale trade	X	X	X	X	P	P	X	X

1. It shall be unlawful for any person to establish an adult entertainment business or to relocate an adult entertainment business within 330 feet, measured from the property line of the parcel or parcels proposed to contain the adult entertainment business to the property line of the parcels containing the uses in this subsection, without regard to intervening structures or objects, of any:
a. Residentially zoned property;
b. Public or private school for general education of any grade K through 12;
c. School bus stop;
d. Licensed day care or licensed preschool facility;
e. Public park;
f. Publicly dedicated trail; provided, however, that the setback distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no setback on the north side of that trail due to the separation provided by Highway 522;
g. Sports fields or playgrounds;
h. Recreation or community center;
i. Religious institution;
j. Public library.
It shall be unlawful for any person to establish an adult entertainment business or to relocate an adult entertainment business within 500 feet of another adult entertainment business, measured from the property line of the parcel or parcels containing the adult entertainment business and the proposed adult entertainment business.

2. Provided:
a. No burning of refuse or dead animals is allowed;
b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material;
c. Outdoor runs shall be prohibited on properties adjacent to residential zones; and
d. The provisions of Chapter 18.70 KMC relative to animal keeping shall be met.

3. Excluding animal auctions.

4. Excluding all automotive sales. Service of trucks exceeding 8-ton capacity (FHWA Classes 5-8) and heavy equipment shall not be permitted.

5. Limited to indoor columbariums and mausoleums.

6. The provisions apply only to major communication facilities. Minor communication facilities shall be reviewed in accordance with the processes and standards outlined in Chapter **18.60** KMC.

7. Deleted.

8. Social card games, as defined by this title, are prohibited.

9. Permitted only within 250’ of the intersection of 80th Avenue NE and SR-522.

10. Deleted.

11. Provided:
a. No permanent fencing, walls, or other structures shall be installed which hinder removal of the structure from the site, unless the structure is permanently permitted.
b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor.
c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained.
d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits.
e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

12. Allowed only as part of a mixed use development subject to the conditions of Chapter 18.50 KMC.

13. Allowed only as part of a mixed use development.

14. Allowed only as accessory to a permitted use.

15. Deleted.

16. Jail and jail farm/camp are prohibited. Secure community transition facilities as defined in RCW 71.09.020 are subject to the following restrictions:
a. Maximum Number of Residents. No SCTF shall house more than three persons, excluding resident staff.
b. Siting Criteria.
(1) SCTFs should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.
(2) No SCTF shall be allowed within the following distances from the following specified uses, areas or zones, whether such uses, areas or zones are located within or outside the City limits:
(A) In or within 250 feet of any residential zone district, or any residentially zoned property;
(B) Adjacent to, immediately across a street or parking lot from, or within the line of sight of a "risk potential activity" as defined in RCW 71.09.020, as amended, including, but not limited to, public and private schools; school bus stops; licensed day care and licensed preschool facilities; public parks, publicly dedicated trails and sports fields; recreational and community centers; playgrounds; church, synagogue, mosque, temple; and public libraries.
(C) One mile from any existing SCTF, work release, prerelease, or similar facility.
(3) The distances specified in subsection (39)(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the SCTF is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.
c. On-Site Facilities Required. Each SCTF shall provide on-site dining, on-site laundry or laundry service, and on-site recreational facilities to serve the residents.
d. Conditional Use Permit Application Process. A conditional use permit application for an SCTF shall be accompanied by the following:
(1) The siting process used for the SCTF, including alternative locations considered. At least three alternative locations must be considered.
(2) An analysis showing that utmost consideration was given to potential sites such that siting of the facility will have no unreasonable impact on any one racial, cultural, or socio-economic group, and that there will not be a resulting concentration of similar facilities in a particular neighborhood, community, jurisdiction or region.

(3) Proposed mitigation measures including the use of extensive buffering from adjacent uses.
(4) A detailed security plan for the facility and the residents.
(5) Proposed operating rules for the facility.
(6) A schedule and analysis of all public input solicited or to be solicited during the siting process.

17. Standalone surface parking lots are not permitted.

18. Standalone surface parking lots shall not exceed 10,000 sq.ft. in size.

19. Trucking is permitted, but is limited to self-service household moving truck or trailer rental accessory to a vehicle refueling station. In Subareas 3 and 4, only passenger transportation uses are permitted (no trucking or towing).

20. Equipment rental is prohibited.

21. This use is restricted to parcels directly adjacent to the SR-522/Juanita Drive intersection or those with direct access to the Burke-Gilman Trail.

22. A warehouse shall not exceed 20,000 sq.ft. in size. Standalone outdoor storage shall not be permitted.

23. This use is restricted to parcels within 300' of the intersections of 80th Avenue NE and SR-522 or 83rd Place NE and SR-522. Measurement of the 300' shall be taken from the point on the right-of-way line at the corner of the two streets. If any portion of a parcel is within the 300', the entire parcel may be developed with retail sales uses.

24. A conditional use permit is required if the building footprint is greater than 65,000 sq.ft.

25. Outdoor activities shall be at least 50 feet from residential property lines. Lighting shall be directed away from adjoining residential zones.

26. Repair work or service shall only be performed in an enclosed building, with no outdoor storage of materials.

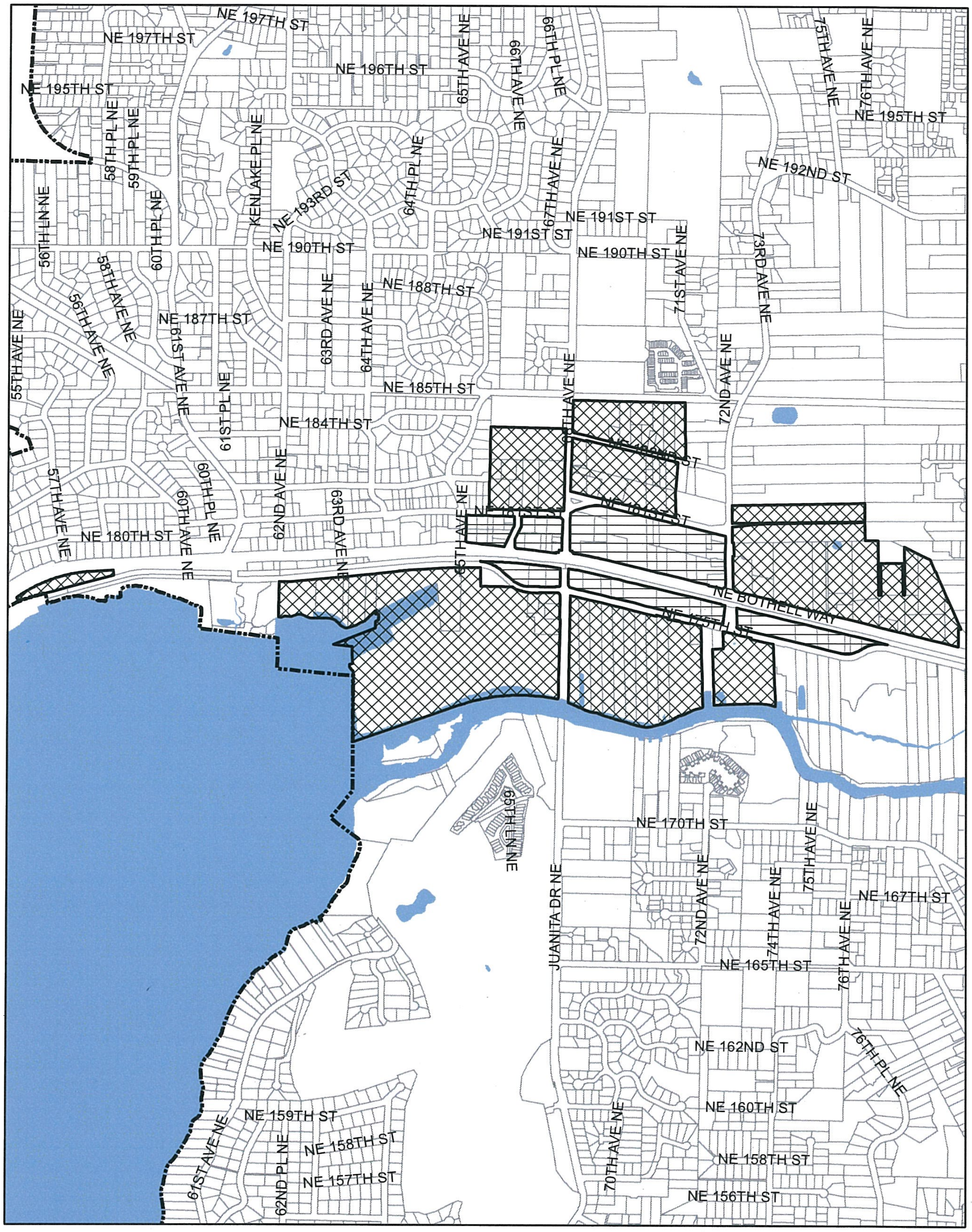
27. Outdoor sales lots shall not exceed 20,000 sq.ft. in size.

28. Laboratories that must comply with special containment procedures for large quantities of hazardous materials are subject to a conditional use permit.

29. Campgrounds and RV parks shall not be permitted.

30. Only standalone boat parking is permitted.

Attachment 4



Site Plan Review Requirement | KMC 18.105

KENMORE BY THE LAKE

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

N

Site Plan Review

- Required if Site 1 Acre or Greater
- Site Plan Review Required

*See also site plan review applicability in KMC 18.105.020

18.26.060 Regional business zone – Existing legal uses.

A. Regional Business Zone – Existing Legal Uses.

Specific Land Use	RB
Existing legal uses as of May 8, 2003, which are not otherwise allowed as a permitted use, conditional use, or special use in Chapter 18.26 KMC, or a P-suffix or special overlay district pursuant to Chapter 18.47 KMC.	P

[Ord. 11-0329 § 3 (Exh. 1).]

Chapter 18.27

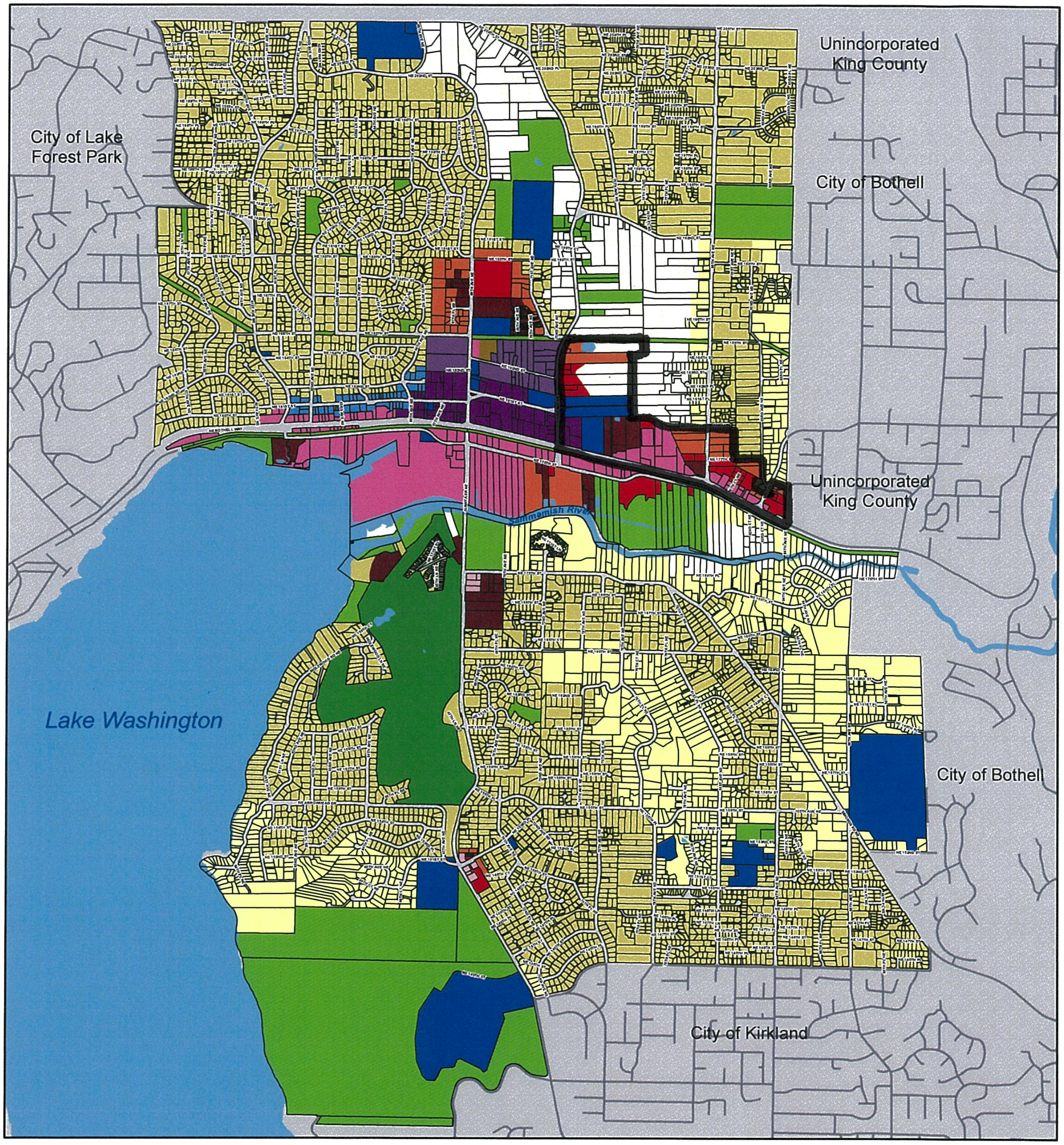
PUBLIC AND SEMI-PUBLIC ZONE

Sections:

18.27.010 Public and semi-public zone – Intent.

The public and semi-public zone includes properties currently owned or operated by a public entity or private institution. *Uses* in the public and semi-public zone include but are not limited to the City Hall, fire stations, library properties, education facilities, public park-and-ride lots, *utility facilities* and other institutional *uses*. The purpose of the public and semi-public zone is to recognize that public and semi-public facilities and institutions provide necessary services to the community and have their own unique set of circumstances. Factors including size, technological processes, requirements for municipal comprehensive facility planning and budgeting, capital improvement programs, and compatibility with surrounding land *uses* must be considered when developing public and semi-public facilities. New facilities should include buffers, *landscaping*, and design standards to ensure compatibility with adjacent land *uses* and zones. Sidewalks, open *public spaces* and amenities should be provided to encourage a pedestrian-friendly atmosphere and connections with public transit stops, schools, shopping, services, and *recreational facilities* where appropriate to the character of the neighborhood. The public and semi-public zone is applied to lands used for public and semi-public facilities and institutions designated as public and private facilities on the comprehensive plan land use map. *Master plans* are encouraged for *uses* in the public and semi-public zone. [Ord. 11-0329 § 3 (Exh. 1).]

Attachment 6



Official Zoning Map | City of Kenmore

- Regional Business
- Downtown Commercial
- Downtown Residential
- Community Business
- Neighborhood Business
- Public / Semi-Public
- Parks*
- Golf Course
- R-1 (Residential, 1 Dwelling per Acre)
- R-4 (Residential, 4 Dwellings per Acre)
- R-6 (Residential, 6 Dwellings per Acre)
- R-12 (Residential, 12 Dwellings per Acre)
- R-18 (Residential, 18 Dwellings per Acre)
- R-24 (Residential, 24 Dwellings per Acre)
- R-48 (Residential, 48 Dwellings per Acre)

* Portions of the Burke-Gilman Trail & Tolt Pipeline occur in rights-of-way and not as separate parcels. However, these facilities are considered to be Parks along their full length.

0 4,000
Feet

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

Map Date: May 2011
Amended: June 2012 by Ordinance 12-0341