



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

City Council Special & Regular Meeting

ON-SITE

JUNE 24, 2024

6:15 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/89619535706>

ZOOM PASSWORD: 062424

Or One tap Mobile: US: +12532050468,,89619535706#

Or Telephone Dial US: +1 253 205 0468

Webinar ID: 896 1953 5706

ZOOM PASSWORD:062424

SIGN UP FOR VIRTUAL PUBLIC COMMENT HERE: www.kenmorewa.gov/virtualpubliccomment

If you have technical difficulties accessing the meeting virtually, please contact the Deputy City Clerk at mkang@kenmorewa.gov.

Technical Difficulties - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

Land Acknowledgement to Honor First Peoples

We acknowledge that the City of Kenmore is situated upon the ancestral lands of the Snohomish, Snoqualmie, Sauk-Suiattle, Duwamish, Stillaguamish, Tulalip, Suquamish, Muckleshoot, and other tribes who are part of the Coast Salish Peoples. We recognize and express our deepest respect for their enduring stewardship and profound relationship with this land, which they have cherished and protected since time immemorial. We honor the First Peoples, acknowledge their vibrant cultures, and commit ourselves to learning from their wisdom in our journey to promote justice, equity, and mutual understanding. We pledge to stand alongside these communities in acknowledging past injustices and working towards a future that respects and celebrates the diverse heritage of this land.

I. CALL SPECIAL MEETING TO ORDER - 6:15 PM

II. EXECUTIVE SESSION

A. CONFIDENTIAL SESSION OF THE COUNCIL

Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss pending and potential litigation. The meeting is slated to last 45 minutes, until approximately 7:00 PM.

No Final Action

III. ADJOURN SPECIAL MEETING

IV. CALL REGULAR MEETING TO ORDER - 7:00 PM

V. ROLL CALL

VI. LAND ACKNOWLEDGEMENT

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. BUSINESS AGENDA

**A. November 5, 2024, General Election
Washington State Ballot Initiative 2117
Concerning Carbon Tax Credit Trading**

Resolution Opposing Initiative 2117 Adopted 6/24

- Presentation - Climate Action Plan Program Manager Nina Rasmussen
- Discussion
- Public Comment - RCW 42.17A.555(1) - members of the public are afforded an approximately equal opportunity for the expression of an opposing view.
- Council Action - Resolution No. 24-414 to include language in [Support/Opposition] of Washington State Ballot Initiative 2117 concerning Carbon Tax Credit Trading

[Agenda Bill - Initiative 2117, Resolution No. 24-414 \(updated 6/20\)](#)

[Attachment 1 - Resolution No. 24-414 regarding Initiative 2117](#)

[Presentation - Initiative 2117](#)

X. WHERE'S THE FUN?

XI. PUBLIC COMMENTS

Welcome to the Council's meeting. Please address your comments to the Mayor and Council. You'll have three minutes to speak. If there are more than 20 speakers, time will be reduced to two minutes per speaker. The Clerk will call your name when it's your turn. The Presiding Officer may choose to alternate between in-person and online comments. Please state your name and city of residence and keep within the allotted time. To make every person feel welcome and safe here; please refrain from booing, clapping, heckling, yelling, or causing other interruptions. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

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

XII. CONSENT AGENDA

Consent Agenda Minus Item D Approved Unanimously Consent Item D Approved 6-1 Vote

- A. Approve Total Check #s 54438 through 54500 totaling \$177,537.60, Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits dated 5/31/2024 in the amount totaling \$306,655.61, and ACH Payment #s 1612 through 1631 totaling \$44,468.64.
[Voucher Certification and Approval 5/25/2024 through 6/7/2024](#)
- B. Approve the City Council Special Meeting Retreat Minutes from April 26-27, 2024.
[City Council Retreat Special Meeting Minutes April 26-27, 2024](#)
- C. Approve the 2025-2026 City Council Priorities and City Council April 2024 Retreat Report from Facilitator Michael Pendleton.
[Agenda Bill - Retreat Report April 2024](#)
[Retreat Report - April 2024](#)
- D. Authorize the City Manager to approve and extend the Puget Sound Energy Franchise for an additional five years.
[Agenda Bill - PSE Franchise Extension](#)
[Attachment A - Franchise Extension Request Letter - December 2023](#)
- E. Authorize the City Manager to execute Contract No. 24-C3068, an Interlocal Agreement between the Northshore School District for the cooperative use of the Rhododendron Park Public Boathouse for the high school rowing program through June 30, 2025, subject to minor amendments agreeable to both parties and the City Attorney
[Agenda Bill - Contract 24-C3068 Interlocal Agreement Rhododendron Boathouse](#)
[Attachment 1 - Draft Interlocal Agreement Contract 24-C3068](#)
[Attachment 2 - 21-C2701 NSD Boathouse Agreement](#)
[Attachment 3 - 21-C2701 Boathouse Management Agreement](#)
[Attachment 4 - Kenmore Boathouse Lease Termination Letter - February 2024](#)
[Attachment 5 - Boathouse Lease Letter - March 2024](#)

XIII. PRESENTATION

- A. EvergreenHealth - State of Healthcare, presented by EvergreenHealth CEO Dr. Ettore Palazzo
PRESENTED
[Presentation - 2024 State of Healthcare Update from EvergreenHealth](#)

XIV. BUSINESS AGENDA (continued)

- B. Automated Photo Enforcement Update (Revenue and Potential Expansion), presented by Traffic Engineer Tobin Bennett-Gold, *for discussion*

PRESENTED AND DIRECTION GIVEN

[Agenda Bill - KAPE Expansion June 2024](#)

[Attachment A - Site Selection](#)

[Attachment B - Existing KAPE Locations](#)

[Attachment C - Proposed New KAPE Locations](#)

[Presentation - Kenmore Automated Photo Enforcement](#)

- C. Climate Action Plan Update, presented by Climate Action Plan Program Manager Nina Rasmussen, *for discussion*

PRESENTED

[Agenda Bill - Climate Action Plan Update June 2024](#)

[Presentation - Climate Action Plan June 2024](#)

- D. Municipal Stormwater Permit Update, presented by Environmental Services Director Richard Sawyer, *for discussion*

PRESENTED

[Agenda Bill - NPDES Update June 2024](#)

[Presentation - NPDES June 2024](#)

XV. STAFF REPORTS

- A. Lakepointe Update, presented by City Manager Rob Karlinsey and Community Development Director Debbie Bent

PRESENTED

[Staff Memorandum - Lakepointe Planning Update - June 2024](#)

XVI. COUNCILMEMBER REPORTS & COMMENTS

XVII. ADJOURNMENT

UPCOMING MEETINGS

- A. Monday, July 8, 2024 at 7:00 PM - City Council Regular Meeting
Monday, July 15, 2024 at 7:00 PM - City Council Regular Meeting
Monday, July 22, 2024 at 7:00 PM - City Council Regular Meeting
August - City Council Recess: All regular City Council meetings in August will be canceled

NOTICE OF POTENTIAL QUORUMS

[Click here for information about Potential Quorums of the City Council.](#) Now found on the City website under City Council Meetings.



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: November 5, 2024, General Election Washington State Ballot Initiative 2117 Concerning Carbon Tax Credit Trading	For Council Meeting Agenda of: 06/24/2024 Department: Environmental Services Prepared by: Nina Rasmussen, Climate Action Plan Program Manager
Proposed Council Action/Motion: Pursuant to RCW 42.17A.555(1), members of the public and council will be afforded an approximately equal opportunity for expression of an opposing view. Council may make a formal statement in support or in opposition to the ballot measure. Motion: Move to approve Resolution 24-414 to include language in [Support/Opposition*] of Washington State Ballot Initiative 2117 concerning Carbon Tax Credit Trading *Council to select option	Initial & Date Approved by Department Head: <u>RS 6/7/24</u> Approved by City Attorney: <u>DFR 6/10/24</u> Approved by Finance Director: <u>MM 6/11/24</u> Approved by City Manager: <u>RK 6/11/24</u> Attachments/Exhibits: Resolution 24-414, expressing support/opposition for this ballot measure.
Summary: Initiative 2117 would prohibit any state agencies from implementing a cap-and-trade or cap-and-tax program. Additionally, it would repeal the 2021 Washington Climate Commitment Act (CCA), a state law that created a cap-and-invest carbon program aimed at reducing greenhouse gas (GHG) emissions by 95% by 2050 and preparing the state for the future low-carbon economy.	
Information/Background: Under Washington's cap-and-invest program, a cap is set on the total carbon emissions in the state. Businesses exceeding 25,000 metric tons of carbon dioxide equivalent a year are required to obtain allowances equal to their emissions. Allowances are obtained through quarterly auctions through the Department of Ecology or through buying and selling on a secondary market. The cap is to be reduced	

over time to ensure emissions reduction goals are met, resulting in fewer emissions allowances each year. Approximately 75% of statewide GHG emissions will be covered under the program.

The revenue that is generated from the auctions is required to be invested in climate projects across the state. In 2023, \$1.8 billion was received for reinvestment. The funds are divided into 3 primary accounts to be appropriated for specific projects: Carbon Emissions Reduction Account, Climate Investment Account, and Air Quality & Health Disparities Improvement Account. The Office of Financial Management reports approximately 43% of funds are directed to overburdened communities and 7.3% to tribes.

In 2023, the City of Kenmore received climate-related State grant funds made possible by the CCA (\$80,000). These funds were used to create the required Climate Action Element of the Comprehensive Plan.

RCW 42.17A.555(1) authorizes the City Council to take action to express a collective decision, or to actually vote upon a motion, proposal, or ordinance, or to support or oppose a ballot measure so long as (a) the agenda includes the title and number of the ballot proposition, and (b) members of the public and councilmembers are afforded an approximately equal opportunity to express an opposing view.

Fiscal Consideration:

The City of Kenmore has been selected for climate funding through several grants that are contingent on CCA funds. These projects include adding public and fleet electric vehicle (EV) chargers (\$45,000), creation of an Urban Forestry Management Plan and tree inventory (\$105,200), creation of an EV infrastructure Plan (\$110,000), and the inclusion of geothermal heating at the new Public Works Operations Center (\$463,500).

Planned sidewalk and bike lane additions on 84th Ave are also funded through granted CCA funds (\$3.1 Million). The 61st Ave sidewalk replacement project will be seeking additional funding sources, and staff intend to look toward grants funded through CCA.

The CCA enabled formula funding for municipalities to conduct climate planning. The City of Kenmore was allocated \$500,000 in formula funds and only a portion has been requested to date.

The repeal of CCA would remove the guarantee of receiving the remaining climate formula funds and the funds to complete each grant agreement. If funding were discontinued from each climate project, City climate efforts would need to be scaled back in order to cover costs to complete projects. Grant agreements may be dissolved or amended to account for the change in funding.

The 84th Ave sidewalk project would require alternative funding sources to cover costs as CCA-based grants would no longer be an available option.

CCA-backed Grants Kenmore is currently selected for:	Amount
EVCharger Deployment - Department of Commerce	\$45,000
EVInfrastructure Plan - Department of Commerce	\$110,000
Urban Forestry Management Plan - Department of Natural Resources	\$105,200
PWOC geothermal - Legislature local community project funding	\$463,500
84 th Ave Sidewalk Project	\$3,100,000

Award Total	\$3,823,700
Completed CCA Grants	
Climate Element – Department of Commerce	\$80,000
<u>City Council Priority</u> or Budget Objective Being Addressed:	
2. Implement the adopted Climate Action Plan and promote environmental stewardship, including air, forest, and habitat restoration and preservation.	

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 24-414**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, IN [SUPPORT/OPPOSITION] OF WASHINGTON
STATE BALLOT INITIATIVE 2117 CONCERNING CARBON TAX
CREDIT TRADING**

WHEREAS, Washington State has placed a ballot measure before the voters, and the official ballot measure title is “Initiative Measure No. 2117 concerns carbon tax credit trading”; and

WHEREAS, the Office of the Secretary of State Elections Division has completed and certified signature verification for the Initiative; and

WHEREAS, Initiative 2117 is scheduled to go to the voters at the Washington General Election on November 5, 2024; and

WHEREAS, Initiative 2117 reads as follows: This measure would prohibit state agencies from imposing any type of carbon tax credit trading, including “cap and trade” or “cap and tax” programs, regardless of whether the resulting increased costs are imposed on fuel recipients or fuel suppliers. It would repeal sections of the 2021 Washington Climate Commitment Act as amended, including repealing the creation and modification of a “cap and invest” program to reduce greenhouse gas emissions by specific entities; and

WHEREAS, RCW 42.17A.555(1) authorizes the City Council to take action to express a collective decision, or to actually vote upon a motion, proposal, or ordinance, or to support or oppose a ballot measure so long as (a) the agenda includes the title and number of the ballot proposition, and (b) members of the public and councilmembers are afforded an approximately equal opportunity to express an opposing view; and

WHEREAS, consistent with the procedural mandates of RCW 42.17A.555, the City Council considered a resolution in support or opposition of Initiative 2117 at its June 24, 2024 Regular Meeting, and during said meeting, the City Council afforded members of the public and Council and approximately equal opportunity for expression of a supporting or opposing view on Initiative 2117; and

WHEREAS, with this resolution the City Council desires to [support/oppose] Initiative 2117;

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

Section 1. The Kenmore City Council adopts this resolution to express its official position in [support/opposition] of Initiative 2117 concerning carbon tax credit trading.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS 24th DAY OF JUNE, 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney

Climate Commitment Act

Background and Impact



CITY OF KENMORE

ENVIRONMENTAL SERVICES



Initiative 2117



CITY OF KENMORE

ENVIRONMENTAL SERVICES

Washington Initiative 2117, the Prohibit Carbon Tax Credit Trading Initiative, is on the ballot as an Initiative to the Legislature on November 5, 2024.

City Council has asked for an opportunity to make a formal statement regarding the initiative.

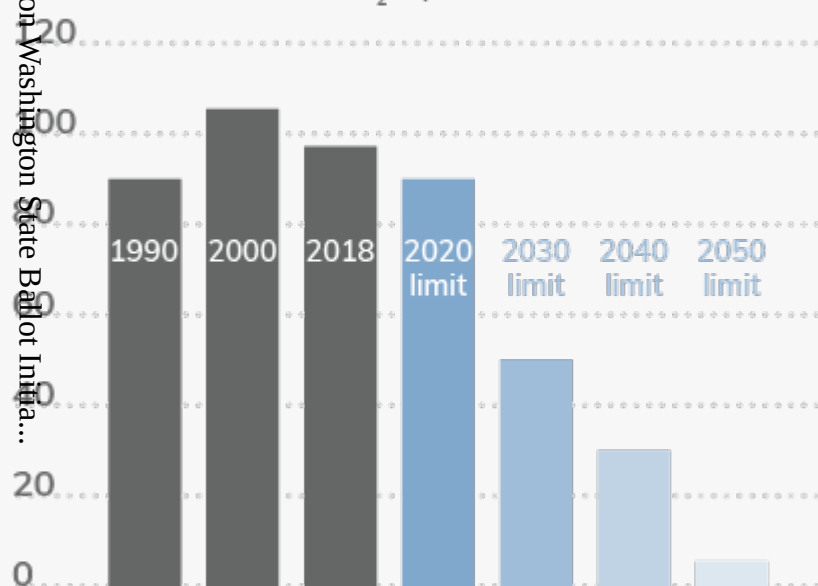
Staff have prepared a brief presentation providing a summary of the Climate Commitment Act (CCA) and potential impacts to current and future City projects.

Cap-and-Invest Program



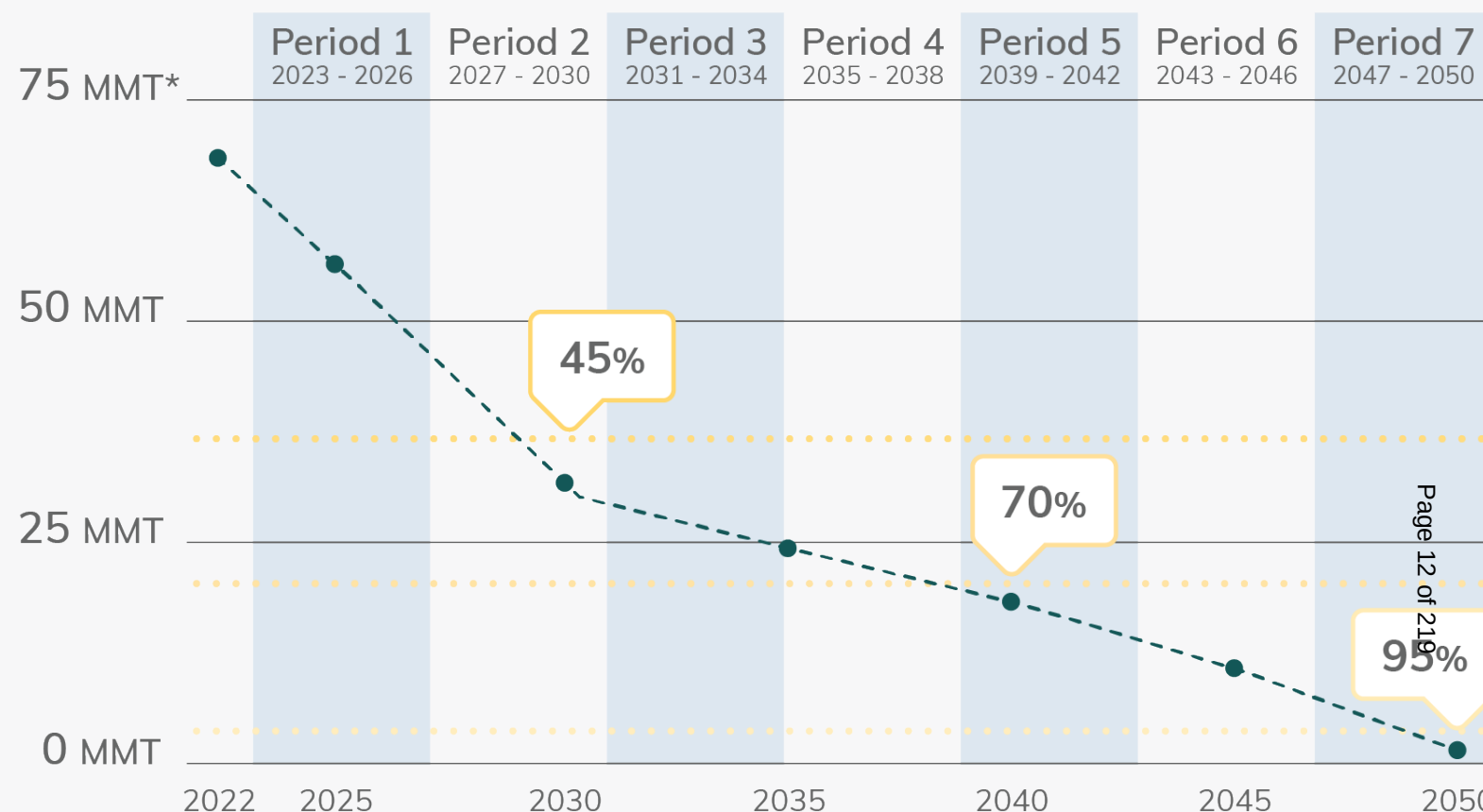
Washington Greenhouse Gases

million metric tons of CO₂ equivalent



Projected Emissions Cap Over Time

* million metric tons of CO₂ equivalent



Funding Distribution



CERA

Carbon Emissions Reduction Account

For projects that reduce emissions from the transportation industry and increase access to public and alternative transportation.

Subject to appropriation by the Legislature.

24%

Climate Active Transportation Account

56%

Climate Transit Programs Account

CIA

Climate Investment Account

For the administration of the CCA and for projects that support the transition to clean energy, ecosystem resilience, and carbon sequestration.

Subject to appropriation by the Legislature.

75%

Climate Commitment Account

25%

Natural Climate Solutions Account

AQHDIA

Air Quality & Health Disparities Improvement Account

For projects that help identify and reduce criteria pollutants and health disparities in overburdened communities highly impacted by air pollution.

Subject to appropriation by the Legislature.

Funding from CCA

CCA-backed Grants Kenmore is currently selected for:

	Amount
EV Charger Deployment - Department of Commerce	\$45,000
EV Infrastructure Plan - Department of Commerce	\$110,000
Urban Forestry Management Plan - Department of Natural Resources	\$105,200
PWOC geothermal - Legislature local community project funding	\$463,500
84 th Ave Sidewalk Project	\$3,100,000
Total	\$3,823,700

Completed CCA Grants

Climate Element – Department of Commerce	\$80,000
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Could be funded:

- 61st Ave sidewalk project
- Future climate projects



Questions?



CITY OF KENMORE
ENVIRONMENTAL SERVICES





Voucher Certification and Approval

City of Kenmore

DATE RANGE: 5/25/2024 through 6/7/2024

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

Total ACH Payments #1612-1631:	44,468.64
Total Checks #54438 through 54500:	177,537.60
Total Payroll Electronic Deposits: Payroll/Taxes/FSA/HSA/Retirement, Dated 5/31/2024	306,655.61

Rob Karlinsey Jun 11, 2024
Rob Karlinsey (Jun 11, 2024 12:33 PDT)
City Manager / Date

Melinda Merrell Jun 11, 2024
Melinda Merrell (Jun 11, 2024 11:34 PDT)
Finance & Administration Director / Date

Vendor Name	Payment Number	Payment Date	Description	Amount
AMERICAN TRAFFIC SOLUTIONS INC	1612	06/07/2024	May 2024 KAPE Program	15,000.00
CENTER FOR HUMAN SERVICES	1613	06/07/2024	Q1 2024 Family Support Programs contribution	3,000.00
ELECTRONIC BUSINESS MACHINES	1614	06/07/2024	2nd Floor Copier overages	245.87
U.S. BANK PURCHASE CARDS	1615	06/07/2024	Office Depot Misc. Office Supplies	2,984.67
U.S. BANK PURCHASE CARDS	1617	06/07/2024	Junior Police Officer badges	211.77
U.S. BANK PURCHASE CARDS	1618	06/07/2024	Training-Miguel & Andy,	501.26
U.S. BANK PURCHASE CARDS	1619	06/07/2024	Council Retreat Bal., Hangar website & res, plaque	2,565.31
U.S. BANK PURCHASE CARDS	1620	06/07/2024	Printer ink, labels, mini ducks, event snacks	373.27
U.S. BANK PURCHASE CARDS	1621	06/07/2024	Consultant Working Lunch	66.29
U.S. BANK PURCHASE CARDS	1622	06/07/2024	Training, Furniture, Maint/Tools/Supplies	9,818.70
U.S. BANK PURCHASE CARDS	1623	06/07/2024	Apr 2024 PayPal Fee	35.10
U.S. BANK PURCHASE CARDS	1624	06/07/2024	Communication Booklets, misc supplies	441.37
U.S. BANK PURCHASE CARDS	1625	06/07/2024	Storage rental, office buildout, Office Supplies	2,147.46
U.S. BANK PURCHASE CARDS	1626	06/07/2024	Event supplies, Volunteer Software	552.48
U.S. BANK PURCHASE CARDS	1627	06/07/2024	Event snacks & supplies	294.48
U.S. BANK PURCHASE CARDS	1628	06/07/2024	Citywide Training, Shredding, IIMC Dues	790.19
U.S. BANK PURCHASE CARDS	1629	06/07/2024	ICMA Exam and Dues	1,332.77
U.S. BANK PURCHASE CARDS	1630	06/07/2024	Zoom, Council Retreat Meal	815.16
U.S. BANK PURCHASE CARDS	1631	06/07/2024	Travel Climate Conf, Training, Event & Misc Supplies	3,292.49
ADVANCE TESTING & SERVICE INC	54438	06/07/2024	Backflow Repair & Retest at Hangar	546.55

XII. A. Approve Total Check #s 54438 through 54500 totaling \$177,537.60,...

Vendor Name	Payment Number	Payment Date	Description	Amount
AMERICALL	54439	06/07/2024	Apr 2024 After Hours Call Out Services	158.66
AURORA RENTS	54440	06/07/2024	Rental Equip. City Hall 2nd Floor Reorganization	443.03
BASTYR UNIVERSITY	54441	06/07/2024	Boardroom Rental for City Leadership Team Retreat	125.00
BIZDIVERSITY	54442	06/07/2024	Translation Svcs 5/9/24 Human Svcs Workshop & 5/22/24 Middle Housing Workshop	500.00
CALPORTLAND COMPANY	54443	06/07/2024	Materials for W012624,Replace driveway culvert	105.97
CANON FINANCIAL SERVICES, INC.	54444	06/07/2024	May 2024 2nd Fl. Copier Lease	266.32
CENTRICITY GIS, LLC	54445	06/07/2024	Locates API - Annual Subscription	8,500.00
CHASE WALKER	54446	06/07/2024	Uniform - below the waist	492.19
CHICAGO TITLE	54447	06/07/2024	NOA Mailing Labels PRJ23-0016	3.50
CITY OF BELLEVUE	54448	06/07/2024	Q2 2024 MyBuildingPermit.com Subscription	4,840.73
CORE DESIGN, INC.	54449	06/07/2024	Prof. Services through 5/5/2024	656.35
DTG RECYCLE	54450	06/07/2024	Mulch for W. Sammamish River Bridge Landscape	1,488.96
EMC RESEARCH, INC.	54451	06/07/2024	50% billing Targeted Community Survey #3	9,250.00
FLYNN BEC LP	54452	06/07/2024	City Hall Roof Repairs	13,536.97
GAYLYNN BRIEN	54453	06/07/2024	Mar 2024 Sales Tax Data Conversion Svcs	60.00
GCP WW HOLDCO, LLC	54454	06/07/2024	Uniforms: Thompson, Alcaraz, Dykoff	1,614.08
HILLIS CLARK MARTIN & PETERSON P.S.	54455	06/07/2024	Apr 2024 Legal Svcs Lakepointe Property	10,062.50
HONEY BUCKET	54456	06/07/2024	PW Yard 5/27-6/23/2024	167.75
HORIZON DISTRIBUTORS INC	54457	06/07/2024	Irrigation Parts - Streets	2,593.80
INSLEE, BEST, DOEZIE & RYDER, P.S.	54458	06/07/2024	Apr 2024 Legal Services	39,133.77
JENNIFER SPELHAUG	54459	06/07/2024	Permit Refund due to Project Scope Change	1,043.12
JET CITY PRINTING	54460	06/07/2024	DEIA Booth Banner	93.59
KARIM KARMAI	54461	06/07/2024	Refund of credit card fee overcalculation	79.92
KENMORE MIDDLE SCHOOL	54462	06/07/2024	Q1 2024 "Kitchen Table" support contribution	2,500.00
KERRY KAESTNER	54463	06/07/2024	Hangar Deposit Refund for event on 5/24/2024	150.00
KING COUNTY FINANCE	54464	06/07/2024	May 2024 DPD Small Cities Screening Reimbursement	80.00
KING COUNTY FINANCE	54465	06/07/2024	Q1 2024 Liquor Profits & Excise Tax	1,788.45
KING COUNTY RECORDER'S OFFICE	54466	06/07/2024	Record Survey for Aquatics Lands Lease # 22-B90013	441.50
KING COUNTY TREASURY	54467	06/07/2024	Lot 10-11 Squires 6532 NE Bothell Way	10,965.31
LANGTON SPIETH, LLC	54468	06/07/2024	May 2024 Consulting Services	4,000.00
LIGHTHOUSE CONSULTING INC	54469	06/07/2024	IT and City Computer Services	27,984.19
MARY MILLER STEPHENS	54470	06/07/2024	May 2024 Public Defense Screening Svcs SCORE	1,250.00
NAC INC	54471	06/07/2024	3/25 - 4/24/2024 General Consulting	6,000.00
NARWHAL MET, LLC	54472	06/07/2024	June 2024 Weather Monitoring Services	425.00
NINA RASMUSSEN	54473	06/07/2024	Travel Exp. Reimb. for Climate Leadership Conf.	977.74
NORTH AMERICAN SAFETY, INC.	54474	06/07/2024	Target Zero Vests	2,300.50

XII. A. Approve Total Check #s 54438 through 54500 totaling \$177,537.60,...

Vendor Name	Payment Number	Payment Date	Description	Amount
NORTHSHORE UTILITY DIST	54475	06/07/2024	Irrigation/Water at PW sites; water/sewer @ Hangar	1,441.17
NUHSA	54476	06/07/2024	2024 Annual Dues	1,000.00
OFFICE DEPOT	54477	06/07/2024	Supplies for Finance Dept	12.66
OFFICE DEPOT	54478	06/07/2024	Office Depot Misc. Office Supplies	27.77
OFFICE DEPOT	54479	06/07/2024	Office Depot Misc. Office Supplies	103.96
OFFICE DEPOT	54480	06/07/2024	City Clerk "Received" stamps	118.90
O'REILLY/FIRST CALL	54481	06/07/2024	Maintenance Supplies - Fleet & City Hall	43.71
PACIFIC TOPSOILS	54482	06/07/2024	Material Disposal 4/24-5/27/24	496.60
PENDLETON CONSULTING LLC	54483	06/07/2024	Services for May 2024 Council Retreat	725.00
PUGET SOUND ENERGY	54484	06/07/2024	4/12-5/14/24 Park, Traffic signals, radar, school/crosswalk, tree receptacle Collectives	1,656.76
REGIONAL ANIMAL SERVICES OF KC	54485	06/07/2024	May 2024 Pet Licenses	65.00
ROB KARLINSEY	54486	06/07/2024	Travel Reimb. ICMA Conf June 2024 Palm Desert	500.00
SCHINDLER ELEVATOR CORPORATION	54487	06/07/2024	City Hall Elevator Preventative Maintenance	1,947.99
SENTINEL OFFENDER SERVICES, LLC	54488	06/07/2024	Mar-Apr 2024 Electronic Home Monitoring Svcs	585.00
SNOHOMISH COUNTY	54489	06/07/2024	Mar & Apr 2024 Maintenance Drainage Disposal	4,520.00
SOFTWAREONE, INC.	54490	06/07/2024	6 MS Office 365 Licenses	1,306.64
STAPLES	54491	06/07/2024	Parks Stock Supplies	1,663.58
STAPLES	54492	06/07/2024	City Hall & Hangar Maint. Supplies	204.58
STEPHAN GMUR	54493	06/07/2024	Refund of incorrect permit fees collected	1,775.72
T MOBILE USA, INC.	54494	06/07/2024	Staff Cell Phones and Data Plans	1,629.19
TAMBI CORK	54495	06/07/2024	Human Svcs Workshop Posters and Snacks	243.89
VERIZON WIRELESS	54496	06/07/2024	Staff Cell Phones & Data Plans	80.06
WESTERN ENTRANCE TECHNOLOGY, LLC	54497	06/07/2024	City Hall Exterior Door Auto Opener Repair	1,542.80
WESTLAKE HARDWARE WA-153	54498	06/07/2024	Equipment/Tools/Materials/Maintenance	318.45
XEROX CORPORATION	54499	06/07/2024	Apr 2024 1st Floor Copier Lease & Overage Charges	742.50
ZIPLY FIBER	54500	06/07/2024	5/19-6/18/2024 PW Office Internet	160.22
MISSION SQUARE / 109964	DFT 2026-2028	05/31/2024	City of Kenmore 401a & 401a Loans	30,320.33
MISSION SQUARE 457 / 304745	DFT 2029-2032	05/31/2024	ICMA 457 Deferred Comp	6,912.98
DRS 457	DFT 2033-2034	05/31/2024	DRS 457 Deferred Comp	516.50
AVIDIA HEALTH	DFT 2035	05/31/2024	Employee Health Savings Contribution	348.08
DEPARTMENT OF RETIREMENT SYSTEMS	DFT 2036-2044	05/31/2024	Public Employees Retirement PERS	38,449.33
NAVIA	DFT 2045	05/31/2024	Employee Flexible Spending Account	961.76
BANK OF AMERICA 941	DFT 2046	05/31/2024	Federal Taxes	36,546.68
PAYROLL	EFT	05/31/2024	Direct Deposit	192,599.95
TOTAL \$				528,661.85

XII. A. Approve Total Check #s 54438 through 54500 totaling \$177,537.60,...



Vendor Purchasing Report

For Date Range 01/01/2024 - 06/07/2024

City of Kenmore

Page 19 of 219

NAME	AMOUNT PAID
1 ALLIANCE GEOMATICS	19,838.55
58 STARS TRAVEL	2,088.36
A & A LIMOUSINE & BUS SERVICE	672.00
AABCO BARRICADE COMPANY INC.	352.37
ABS VALUATION	2,000.00
ACF WEST INC	1,597.28
ADVANCE TESTING & SERVICE INC	546.55
AFLAC	938.60
AGORA REFRESHMENTS	914.35
ALL AROUND FENCE COMPANY	8,719.92
ALPHAGRAPHICS	741.99
ALWAYS ACTIVE SERVICES LLC	57,417.22
ALYSSA MONTGOMERY	150.00
AM TEST, INC	990.00
AMBER CLIFTON	2,260.36
AMERICALL	986.71
AMERICAN GENERAL LIFE GPO/400S	1,101.65
AMERICAN SOCIETY OF COMPOSERS	500.00
AMERICAN TRAFFIC SOLUTIONS INC	75,000.00
AMY LINDBLOM	150.00
AMY ZIER	137.60
ANDRES TORRES	249.90
ANNA ARNOTT	215.06
APPLIED CONCEPTS, INC.	1,845.85
ASPECT CONSULTING LLC	2,090.00
ASSOCIATION OF WA CITIES	22,510.15
AURORA RENTS	2,568.40
AVIDIA HEALTH	3,828.88
AWC EMPLOYEE BENEFIT TRUST	515,126.12
BANK OF AMERICA 941	337,585.13
BASTYR UNIVERSITY	250.00
BCN TELECOM, INC.	4,332.36
BIZDIVERSITY	1,750.00
BOTHELL KENMORE CHAMBER OF COMMERCE	1,500.00
BRASS MONKEY INVESTMENTS LLC	7,554.90
BRIGHT SPARK EARLY LEARNING SERVICES	600.00
BRYAN HAMPSON	165.00
Bud Clary Ford of Moses Lake	54,007.70
BUILDERS EXCHANGE OF WASHINGTON INC	75.10
C R COLLINS CONSTRUCTION INC	110.40
CALPORTLAND COMPANY	6,434.70
CAMP UNITED WE STAND	1,125.60
CANON FINANCIAL SERVICES, INC.	1,330.88
CAPITAL ONE TRADE CREDIT/MCLENDRON	401.08
CASCADE PEST CONTROL	1,004.55
CASCADIA COLLEGE	30,000.00
CASCADIA LAW GROUP	2,250.00
CEDAR GROVE COMPOSTING, INC.	64.74
CENTER FOR HUMAN SERVICES	60,227.77
CENTRICITY GIS, LLC	8,500.00
CHANIN KELLY-RAE CONSULTING LLC	650.00
CHASE WALKER	492.19
CHICAGO TITLE	10.50

XII. A. Approve Total Check #s 54438 through 54500 totaling \$177,537.60,...

CITY OF BELLEVUE	42,142.71
CITY OF KENMORE	2,553.80
CITY OF KENT	575.00
CITY OF LAKE FOREST PARK	56,187.00
CITYWORKS/AZTECA SYSTEMS LLC	43,832.13
CODE PUBLISHING COMPANY	5,712.04
COMCAST	10,552.76
COMCAST BUSINESS	1,168.05
CONFLUENCE ENVIRONMENTAL COMPANY	9,131.45
CONSOLIDATED PRESS	5,808.24
CORE DESIGN, INC.	5,164.86
COSTCO	60.00
CRAIG OLSON	248.00
D.P. NICOLI, INC.	469.37
DAHLIA CORONA	445.07
DAILY JOURNAL OF COMMERCE	3,506.45
DALE KRUEGER	208.65
DAVID BAKER	240.39
DEPARTMENT OF COMMERCE	105,918.27
DEPARTMENT OF LABOR AND INDUSTRIES	17,603.49
DEPARTMENT OF RETIREMENT SYSTEMS	415,793.23
DRS 457	17,527.00
DTG RECYCLE	4,523.71
E SQUARED SYSTEMS, LLC	264.36
EBIX, INC.	33.06
ELECTRONIC BUSINESS MACHINES	1,089.53
EMC RESEARCH, INC.	60,250.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	15,320.10
ENVIROTECH	10,041.75
ESD - LTC	5,921.47
ESD - PFML	10,883.68
FAST WATER HEATER	187.10
FASTSIGNS	3,915.35
FERGUSON WATERWORKS #3156	3,626.90
FIRE PROTECTION, INC	3,970.65
FIRESTONE INVESTMENT LLC	73,202.00
FIX AUTO KENMORE	2,840.91
FLEMINGS HOLIDAY LIGHTING LLC	2,247.17
FLYNN BEC LP	13,536.97
FLYWAY RETAIL + LIVING	3,111.41
FOURTEN CREATIVE	6,100.00
FUELCARE	7,643.05
GAMETIME	84.46
GARY ULRICH	40.00
GAYLYNN BRIEN	300.00
GCP WW HOLDCO, LLC	4,093.11
GOOD, MICHAEL J.	300.00
GORDON THOMAS HONEYWELL	18,060.00
GRAINGER	194.91
H.D. FOWLER COMPANY	4,185.40
HDR ENGINEERING, INC	41,793.50
HEALTH MANAGEMENT ASSOCIATES INC	36,928.75
HERRERA ENVIRONMENTAL CONSULTANTS	1,116.06
HESTON PHOTOGRAPHY	420.04
HILLIS CLARK MARTIN & PETERSON P.S.	25,550.50
HOLMBERG COMPANY	1,100.04
HOME DEPOT CREDIT SERVICES	3,000.92
HONEY BUCKET	1,006.50
HORIZON DISTRIBUTORS INC	8,545.07
HP'S SMOKEHOUSE BBQ	330.00
HRA VEBA TRUST	24,941.03

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HUNTINGTON TECHNOLOGY FINANCE	45,235.36
HYDROPOINT DATA SYSTEMS, INC.	3,922.93
ICICLE VILLAGE RESORT	8,138.12
ICLEI	1,200.00
ICMA INTERNATIONAL CITY/CNTY MGMT ASSOC	1,200.00
INSIDESOURCE	2,470.64
INSLEE, BEST, DOEZIE & RYDER, P.S.	187,740.64
INTERNATIONAL INST OF MUNI CLERKS	250.00
iWORQ SYSTEMS	2,800.00
JADA THOMPSON	156.00
JAYMARC AV	1,128.17
JENNIFER LEIGH DIXON	3,520.00
JENNIFER SPELHAUG	1,043.12
JERRY OWEN	27,732.40
JET CITY PRINTING	286.31
JIM DANDY SEWER & PLUMBING	462.42
JOHN BAYS	7,500.00
JOHN VICENTE	591.28
JONES BOYS MAINTENANCE CO. INC.	1,414.79
JORDAN STECKS	150.00
JURASSIC PARLIAMENT	1,899.64
KARI HATCHER	150.00
KARIM KARMALI	79.92
KBA INC.	11,774.27
KCDA PURCHASING COOP	6,834.60
KENMORE COMMUNITY CLUB	530.00
KENMORE ELEMENTARY PTA	2,500.00
KENMORE HERITAGE SOCIETY	5,393.00
KENMORE MIDDLE SCHOOL	5,000.00
KENMORE SENIOR CENTER	15,625.00
KERRY KAESTNER	150.00
KIMLEY HORN AND ASSOCIATES, INC.	16,305.00
KING COUNTY BAR ASSOCIATION	400.00
KING COUNTY FINANCE	56,003.06
KING COUNTY RECORDER'S OFFICE	541.50
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	38,000.00
KING COUNTY TREASURY	103,652.68
KOMPAN, INC	4,238.63
KPFF CONSULTING ENGINEERS	56,905.10
LAKE CITY PARTNERS ENDING HOMELESSNESS	17,000.00
LANGTON SPIETH, LLC	20,000.00
LEIGH ANNE MALAVOTTE	156.00
LIGHTHOUSE CONSULTING INC	74,585.86
LINCOLN NATIONAL LIFE INSURANCE	11,462.05
LINKEDIN CORP.	5,730.00
LITTLE JACK FLOWER FARM	235.00
LUPITA ZAMORA CONSULTING LLC	1,200.00
MARY MILLER STEPHENS	6,250.00
MELANIE O'CAIN	453.50
MELINDA MERRELL	971.69
METROPOLITAN TRANSPORTATION COMM/STREETSAVER	2,000.00
MICHELLE KANG	415.39
MINUTEMAN PRESS	28,092.17
MISSION SQUARE / 109964	312,203.65
MISSION SQUARE 457 / 304745	75,112.06
MKS PROPERTIES	20,137.00
MOJO STRATEGIES	1,337.50
MORGAN STANLEY CAPITAL MANAGEMENT LLC	4,166.66
Motorola Solutions, Inc.	1,595.34
MOTT MACDONALD	18,212.05
MR. T'S TROPHIES & AWARDS LLC	28.52

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NAC INC	44,515.00
NAMI EASTSIDE	3,750.00
NARWHAL MET, LLC	2,125.00
NATIONAL BARRICADE CO., LLC	1,317.79
NATIONAL LIFE INSURANCE CO.	561.61
NAVIA	21,991.71
NELSON ELECTRIC, INC.	3,525.02
NIGEL HERBIG	1,274.71
NIKHIL PATNE	250.00
NINA RASMUSSEN	977.74
NORTH AMERICAN SAFETY, INC.	2,300.50
NORTHSHORE PARK & REC SERVICE AREA	5,440.00
NORTHSHORE SCHOOL DISTRICT	252,050.50
NORTHSHORE SCHOOLS FOUNDATION	1,500.00
NORTHSHORE SENIOR CENTER	8,125.00
NORTHSHORE UTILITY DIST	57,844.79
NORTHSHORE YOUTH SOCCER ASSOC.	55.00
NORTHWEST ARBORICULTURE LLC	14,700.09
NORTHWEST TROPHY	1,548.56
NUHSA	1,000.00
OFFICE DEPOT	2,422.80
OFFICE OF MINORITY & WOMEN'S BUSINESS ENTERPRISES	2,395.47
OLBRECHTS & ASSOCIATES, PLLC	6,633.75
OLSON BROTHERS PRO VAC LLC	69,250.91
OLYMPIC ENVIRONMENTAL RESOURCES INC	27,569.10
OLYMPIC NURSERY INC	1,250.10
ONE DIVERSIFIED	287.34
ONTRA MARKETING GROUP	150.00
O'REILLY/FIRST CALL	299.27
OSBORN CONSULTING INC.	179,140.07
OUTCOMES BY LEVY, LLC	8,000.00
PACE ENGINEERS, INC.	135,571.75
PACIFIC AIR CONTROL, INC.	10,553.96
PACIFIC TOPSOILS	5,137.00
PARAMETRIX INC	2,601.92
PAWS	2,977.00
PENDLETON CONSULTING LLC	10,701.90
PERFORMANCE SYSTEMS INTEGRATION LLC	390.12
PETROCARD, INC	3,942.42
PETTY CASH CUSTODIAN	263.58
PLYWOOD SUPPLY	71.09
POLCO	9,000.00
PROGENGO LLC	128.76
PSR MECHANICAL, LLC	1,288.77
PUGET SOUND CLEAN AIR AGENCY	23,536.00
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR	604.80
PUGET SOUND ENERGY	171,284.64
PUGET SOUND PLANTS	2,548.73
QUADIENT LEASING USA, INC.	1,290.95
QUALITY BUSINESS SYSTEMS / WELLS FARGO	58.83
QUINN PROFFITT	612.20
RAJESH MASKARA	250.00
REGIONAL ANIMAL SERVICES OF KC	595.00
REGIONAL CRISIS RESPONSE AGENCY	38,459.75
REPUBLIC SERVICES #172	6,745.61
RICH HARTMAN'S BELLINGHAM FORD LINCOLN	53,089.00
ROB KARLINSEY	500.00
RRJ COMPANY, LLC	342,068.79
SAMANTHA LOYUK	146.06
SANDHYA MANICKAVASAGAM	150.00
SARABJIT MANN	7,500.00

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SARAH ROBERTS	40,262.41
SCHEMATA WORKSHOP INC.	243.00
SCHINDLER ELEVATOR CORPORATION	3,037.77
SCORE	52,345.12
SEATTLE & KING COUNTY PUBLIC HEALTH	1,026.00
SEATTLE OUT & PROUD FOUNDATION	2,250.00
SEATTLE TIMES	5,265.00
SENTINEL OFFENDER SERVICES, LLC	585.00
SENZA KENMORE LLC / GOLDSMITH	7,500.00
SESAC	581.00
SHANNON & WILSON, INC.	712.50
SHANNON TIPPLE-LEEN	173.45
SHERWIN WILLIAMS CO.	303.76
SHI INTERNATIONAL CORP.	284.67
SHORELINE FIRE DEPT	1,400.00
SHRED IT, C/O STERICYCLE, INC>	114.33
SISKUN POWER EQUIPMENT	3,533.98
SKYCORP, LTD	43,074.87
SLABJACK NW, LLC	5,031.57
SMS CLEANING, INC.	32,475.00
SNOHOMISH COUNTY	8,736.00
SOFTWAREONE, INC.	21,668.07
ST OF WA DEPT OF FISH & WILDLIFE	40.00
STAPLES	9,553.01
STATE AUDITOR'S OFFICE	44,387.89
STATE OF WA DEPT. OF LICENSING	1.64
STEPHAN GMUR	1,775.72
STEPHANIE LUCASH	632.00
STEWART MACNICHOLS HARMELL, INC.	25,000.00
STOWE DEVELOPMENT & STRATEGIES LLC	6,225.00
STRATEGIES 360, INC.	18,416.67
STRIDER CONSTRUCTION CO., INC.	57,430.84
SUMMIT LAW GROUP PLLC	1,500.00
SUNBELT RENTALS	548.10
SUPERION, LLC	2,545.62
T MOBILE USA, INC.	8,572.66
TAMBI CORK	243.89
TASTAD CONSTRUCTION INC	138,735.83
THE LODGE AT ST. EDWARD PARK	261.51
THOMCO CONSTRUCTION, INC.	18,882.49
TOASTMASTERS INTERNATIONAL	250.00
TOBIN BENNETT GOLD	711.40
TOTAL LANDSCAPE CORP	33,058.92
TRUE NORTH EQUIPMENT INC	168.96
TRUGREEN	351.53
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESOTA	1,704.47
U.S. BANK N.A. / CUSTODY	314.00
U.S. BANK PURCHASE CARDS	131,883.56
ULINE	4,092.77
UPS STORE KENMORE	505.37
URBAN LAND INSTITUTE	15,000.00
US POSTAL SERVICE	4,916.15
UTILITIES UNDERGROUND LOCATION CTR	670.56
VALLEY, CHRIS & BETH	2,464.75
VERIZON WIRELESS	400.30
VIJAYARAGHAVAN MAKKAKODE	250.00
WA CITIES INSURANCE AUTHORITY	795,456.00
WA FINANCE OFFICERS ASSOCIATION	225.00
WA RECREATION & PARK ASSOC.	605.00
WA STATE DEPARTMENT OF AGRICULTURE	75.00
WA STATE DEPT OF ENTERPRISE SVCS	4,117.00

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WA STATE DEPT OF LABOR & INDUSTRIES	284.30
WA STATE DEPT OF TRANSPORTATION	4,565.33
WA STATE DEPT OF TRANSPORTATION	43.04
WAGNER ARCHITECTS	45,599.00
WASHINGTON AUDIOLOGY SERVICES, INC.	1,114.10
WASHINGTON FEDERAL BANK	2,732.20
WASHINGTON MUNICIPAL CLERKS ASSOC	100.00
WASHINGTON STATE FARMERS MARKET ASSOCIATION	350.00
WASHINGTON STATE OFFICE CASH MGMT	343.00
WESTERN DISPLAY FIREWORKS, LTD.	7,500.00
WESTERN ENTRANCE TECHNOLOGY, LLC	1,542.80
WESTLAKE HARDWARE WA-153	1,821.72
WM CORPORATE SERVICES INC.	15,422.30
WONDERLAND CHILD & FAMILY SERVICES	1,000.00
XEROX CORPORATION	3,017.53
YOUNGMIN KIM	150.00
YOURMEMBERSHIP.COM, INC	249.00
ZEN DEVELOPMENT, LLC	11,266.50
ZIPLY FIBER	3,521.87
ZONAR SYSTEMS	544.07
ZUMAR	1,989.99

**City of Kenmore
City Council Retreat
Meeting Minutes
Friday, April 26, 2024 – Saturday, April 27, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall – Virtual Day One
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Finance and Administration Director Melinda Merrell
Community Development Director Debbie Bent
Development Services Director Samantha Loyuk
Engineering Director John Vicente
Public Works Operations Director Jennifer Gordon
Environmental Services Director Richard Sawyer
Facilitator Michael Pendleton

Guests: Ian Stewart, EMC Research

A detailed Council Retreat Report is provided from Facilitator Michael Pendleton.

FRIDAY, APRIL 26, 2024

Mayor Herbig called the Special Meeting City Council Retreat Day One to order at approximately 10:30 AM.

The following topics were discussed on Day One:

- Ground Rules and Agenda Review

- Exercise: Future Magazine Article to be published three years from now titled “How Kenmore Became the Best City in America”
- The Fiscal Landscape
 - Financial Forecast Update
 - Sneak Peak at Financial Sustainability Task Force Recommendations
 - 2025-2026 Biennial Budget Preparation Calendar
- Love Where You Live Community Engagement Project: Phase II
 - Community Engagement Workshops
 - EMC Survey #2 Results
- Lakepointe
 - Community Interest & Possibilities
 - Funding Options, including timing and in the context of other funding needs including human services and public safety
 - Next steps

Mayor Herbig adjourned Day One at approximately 5:10 PM.

SATURDAY, APRIL 27, 2024

Mayor Herbig called the Special Meeting City Council Retreat Day Two to order at approximately 9:00 AM.

The following topics were discussed on Day Two:

- Economic Development
 - Urban Land Institute (ULI) Downtown Panel Report Preview
 - Property near Library (former Shell Property)
 - Transit Oriented District Update and the associated Swamp Creek Study Update
- Climate Action Plan (CAP) & Environmental Sustainability
 - Work Plan for the CAP
- Single Agenda Items
 - Aquatic Center
 - Parks & Trails Map
 - Diversity, Equity, Inclusion, and Accessibility (DEIA)
 - Housing: Impacts of allowing for state-required middle housing, including:
 - The need for sidewalks
 - Quarter mile to transit
 - Using impact fees for sidewalks
 - Incentivizing the use of existing impervious surfaces
 - Community Engagement: how to increase participation and involve different voices
 - Youth Advisory Council
 - Transportation
 - Play Structure in the Downtown
- 2025 and 2026 City Council Priorities

Mayor Herbig adjourned Day Two at approximately 3:21 PM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:	For Council Meeting Agenda of: June 24, 2024										
April 26-27, 2024 City Council Retreat Report, including City Council Priorities	Department: City Manager's Office										
	Prepared by: Rob Karlinsey and Anastasiya Warhol										
Move to: Approve April 26-27, 2024, City Council Retreat Report, including City Council Priorities	<table> <tr> <th></th><th><u>Initial & Date</u></th></tr> <tr> <td>Approved by Department Head:</td><td>N/A</td></tr> <tr> <td>Approved by City Attorney:</td><td>N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td>N/A</td></tr> <tr> <td>Approved by City Manager:</td><td>RGK</td></tr> </table>		<u>Initial & Date</u>	Approved by Department Head:	N/A	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	RGK
	<u>Initial & Date</u>										
Approved by Department Head:	N/A										
Approved by City Attorney:	N/A										
Approved by Finance Director:	N/A										
Approved by City Manager:	RGK										
	Exhibits/Attachments:										
	April 26-27, 2024, City Council Retreat Report, including City Council Priorities.										

INFORMATION/BACKGROUND:

The Kenmore City Council held a two-day retreat on April 26 and 27, 2024. The retreat report is attached to this agenda bill. At the retreat, the City Council discussed updates to its priorities. These priorities are in the retreat report and are listed as follows:

2025-2026 Biennium City Council Priorities

The City's top priority will always be fulfilling its core mission, which includes city governance, ensuring public safety, maintaining the city's infrastructure, complying with state and federal mandates, and safeguarding the city's finances. In addition, achieving the City's 20-year vision, as described in the Comprehensive Plan, is of high importance. With this context, the City Council can emphasize certain initiatives or address specific problems through its priority-setting process each year. These priorities are described as follows:

1. Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.
2. Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.
3. Finalize, adopt, and implement the Human Services Strategic Plan.

4. Promote sustainable Economic Development Strategies that enhance downtown, and attract residents, small businesses, and visitors.
5. Enhance multimodal transportation, including pedestrian and bicycle safety.
6. Continue to seek opportunities to activate the Lakepointe property.
7. Broaden community engagement and foster fun.
8. Continue to implement the DEIA strategic plan, including social justice reform.
9. Explore opportunities to expand Parks and Recreation.

THE KENMORE CITY COUNCIL RETREAT

April 26 -27, 2024

Summary Report

Introduction

The Kenmore City Council held its annual retreat on April 26 and April 27, 2024, at the Icicle Village Resort, Leavenworth, WA. The purpose of this retreat was to discuss, in-depth, key projects and policy issues identified by the participants during a pre-retreat interview to establish the agenda. The following agenda guided the discussions during this Council retreat:

1. Magazine article to be published three years from now: “How Kenmore Became the Best City in America”-Team Building Exercise
2. Department work plan overviews
3. The Fiscal Landscape
4. Love Where You Live Community Engagement Project
5. Lakepointe
6. Economic Development
7. Climate Action Plan and Environmental Sustainability
8. Single Agenda Items
9. City Council Priorities for 2025-2026

The following report is a summary of the discussions and outcomes of the retreat. A complete recording of this retreat was made and is retained by City officials as well as a copy of the retreat workbook.

How Kenmore Became the Best City in America

Prior to the retreat, the City Council was tasked with writing an article three years in the future entitled “How Kenmore Became the Best City in America.” Each Council member presented their article during the first discussion module of the retreat. This exercise was suggested by a Kenmore resident as a team building vision-setting activity. These articles were all very creative and different. Some built upon accomplishing existing goals, others emphasized multicultural themes, housing availability, and others were singular in focus emphasizing energy innovation, climate innovation and environmental impacts.

Department Work Plan Overviews

The next topic on the agenda featured brief overviews of the anticipated work plans for the various city departments. The impacts on staff resources, managing community expectations, and the importance of recognizing the maintenance and operational demands when adding new infrastructure and programs were noted. Bringing on a new program requires new resources, not only in the direct provision of the

program, but also staff and other resources in supporting the program. Such support services include facilities (building space, furniture, equipment, etc.), information technology, human resources, insurance, and finance (accounting, payroll, etc.). The City Manager pointed out that if the City organization is going to continue to grow, then a new, broader organizational structure will be needed—a broader base of departments to better carry the increased workload. The City Manager noted that current workload demands require exempt staff to work extraordinary hours—consistently well over 40 hours per week. It was also noted that at times the broad nature of some goals creates uncertainty or lack of clarity on how much effort is needed to accomplish the goals or what success looks like for those goals. It was noted that it would be important for the leadership team to have more detailed interaction with the City Council concerning goals to better plan for and accomplish the goals.

The Fiscal Landscape

This discussion module started with an overview of the revenue and expense projections for the next six years and the recommendations from the Financial Sustainability Plan (FSP) task force. FSP task force recommendations included sources of new revenue, anticipated expenditures, cost savings and efficiencies and the proposed addition of new resources for human services and economic development. Participants discussed various resource expenditures, the utilization of consultants vs. paid staff, an interest in looking at the Business and Occupation tax in other jurisdictions and other elements of the FSP. Participants discussed the sale of existing city property as a revenue source and the importance of not using proceeds of such sales to support the general fund, but rather placing these proceeds into the Strategic Opportunities Fund.

Love Where You Live Community Engagement Project

This discussion module provided an update on results from the “Love Where You Live” community engagement project. This year-long community engagement project began in 2023 and included both community workshops, community surveys, and online interactive methods. The presentation included the number of attendees at workshops, and the various top themes identified. Such themes included Lakepointe’s potential for economic development, recreation, and the environment; downtown as a center for economic development; pedestrian/bike access; and shopping and restaurants. Additional themes and takeaways were also presented.

The participants next received a presentation on a statistically valid community survey conducted by EMC Research. The results covered support for Lakepointe,

addressing the City's structural deficit, and the City's role in affordable housing. It was noted that survey respondents seemed to have mixed views on homelessness and affordable housing. The pros and cons of the survey methodology were noted, along with the observation that there was little change in the "right track-wrong track" numbers from previous surveys. It was noted that a similar survey for residents in Kenmore's lower income census blocks is planned for this summer.

Lakepointe

Participants next discussed a range of funding strategies outlined in an April 22nd, 2024, memo entitled 'Funding and Timing Options for Lakepointe, Public Safety and Human Services.' A broad-based discussion of the memo followed, exploring a wide range of topics such as timing, shifting park maintenance to a Metropolitan Parks District (MPD), the use of Councilmanic banked capacity, the pros and cons of running various property tax ballot measures, packaging of an MPD with tourism, and other related topics. The current status of the Lakepointe project was discussed, including the pros and cons of purchasing land, the availability of grants and what other communities have done with ballot measures. No clear next steps were identified in this discussion other than agreement that the discussion would continue at the next City Council meeting.

Economic Development

In the next discussion module, the participants considered the following three topic areas:

Urban Land Institute (ULI) Downtown Panel Report Preview. Staff opened the discussion with a review of a memo entitled: "Update on the Urban Land Institute Input and Downtown Planning." This memo reviewed the process and actions to date on the ULI Northwest's Technical Assistance Panel (TAP) activities and review findings for downtown development. These findings covered Social Infrastructure, Physical Infrastructure, and Economic Infrastructure. A discussion followed to include the role of zoning changes to make downtown more viable, the methodology of the assessment, and who participated.

Property near Library (former Shell property). Participants next discussed the old Shell property which is currently owned by the city. The pros and cons of selling the property, using it for other needs, using the funds for the Lakepointe project, and the timing of selling the property. Interim uses such as a location for a food court were noted. One participant suggested that when the property is sold the funds should be earmarked

for affordable housing as that was the intention when the property was going to be used for the permanent supportive housing project. The discussion ended with a general consensus to eventually sell the property and look into an interim use. Note that Public Works Operations will continue to be located on the site until the new Public Works Operations Center is complete in 2026/2027.

Transit Oriented District (TOD) Update and the associated Swamp Creek Study Update. Staff presented a brief reminder of the TOD Swamp Creek study and regulations. It was noted that the community would also like to know the plan for development in underdeveloped areas within the City. It was further noted that absent a visual plan for these areas, people may create their own, often inaccurate vision of what development would look like. Participants further discussed several issues including the size and nature of the area, plans for public engagement, and the impact on long standing business located near the area. It was noted the visual renderings could be created but would be a significant expense, that would have to be included in the budget process. It was suggested that as an alternative to creating visual renderings, staff could provide images of existing developments that could serve as an example of the vision for the TOD area. It was further noted that current TOD regulations, including affordable housing requirements, may be difficult to follow and can dissuade developers from coming to the City. Other topics discussed included past history on property ownership, past economic studies, and the impact of COVID. Finally, participants discussed the pros and cons of parking structure, the impact of parking on walkability, and parking enforcement.

Climate Action Plan and Environmental Sustainability

The participants next reviewed and discussed the current progress on the Climate Action Plan (CAP). Staff presented an overview of progress on various elements of the plan. Participants discussed the role and nature of data on various components of the plan and value of various tools to create a visual understanding of elements/actions of the plan. Various ideas were discussed such as EV charging stations at school and more charging stations near Hwy 522. The role of staff and staff capacity to implement the plan were discussed and limitations noted. The focus and participation of the CAP Advisory committee was noted.

Participants discussed the possibility for a need to do a policy review on tree policy for the city, and the desire to create and implement a reforestation plan within the city. In addition, the cost and process for switching to solar and various types of electric vehicles/implements were discussed. It was noted that currently there are 1043 electric vehicle (EVs) owners in the city and that with every 750 new EVs the city gets 10% closer

to the 2030 goals. It was noted that a regional “heat study” has identified areas within the city that are hotter than others.

Participants discussed the pros and cons of using volunteers as a resource for implementing parts of the CAP. In addition, it was noted that Work Study programs linked to surrounding colleges and universities is a potential staff resource. Finally, the role of grants and the time it takes to prepare and manage grants was noted and discussed.

Single Agenda Items:

The next discussion module focused upon several topics that were nominated by just one Council Member for discussion. These items, known as “single agenda items,” are as follows:

Aquatic Center. Participants briefly discussed the status of the aquatic center process. Prior siting studies were discussed, including the most recent siting study that identified potential viable sites in Shoreline and Kirkland. The City Manager mentioned that the current NPRSA community center study will include possible options for pool sites in Bothell. It was noted that the staff have taken this effort as far as they can, and now it is up to the City Council members to talk to the elected officials in other jurisdictions if this is to move along further.

Parks and Trails Map. It was noted that it would be great if there was a way to visualize all the trails and walkways that exist within the city on one map. Participants discussed locations of certain trails (Tolt River Trail) and how this might be accomplished. Such ideas included partnerships with local bike clubs, linking this effort to tourism, and the use of GIS to make this happen. After a discussion the participants agreed to the following:

Agreement One: When the GIS analyst returns from parental leave (July 1st) staff will look into how this might be accomplished.

DEIA. Participants briefly discussed the importance of DEIA and current aspects within the city. It was noted that since the City Council itself is not particularly diverse, it is important to “lean in” to its importance and make efforts to ensure appointed advisory committees in the city are diverse. The importance of DEIA regarding public safety and judicial activities were discussed and it was noted that more information and discussion is planned for July of this year.

Housing. The participants next discussed the ongoing need for, and activities related to housing within the city. It was quickly noted that this topic spans many different elements including affordability, homelessness, middle housing etc. It was noted that recent events in the city may have inhibited progress for affordable housing projects that need state funding area for some time. The need for more comprehensive data on housing needs was noted. It was also noted that “workforce” housing is emerging as a critical issue and there is a need for an understanding of current status and anticipated needs in this area. It was noted that evaluating housing needs by who is currently in the city vs. where the region is going, will not work and it is important to know that more people are being forced to live outside of the city because of affordability issues. Several aspects of this topic were further discussed including that housing for the middle class is also an issue, that affordable housing means different things to different people, and that it is important not to “pit” groups against each other when discussing market rate housing needs along with the various types of affordable housing needs. Finally, the ebb and flow of market values of housing was noted as a factor.

Community Engagement. The participants discussed the importance and status of community engagement efforts. The importance of outreach and involvement of underrepresented people was noted and discussed. Ways to build trust and “meeting people where they are at” were noted and discussed. The effectiveness of targeted outreach with trusted community leaders was noted along with the importance of creating safe spaces for people to express diverse opinions and have conversations that honor different points of view.

Youth Advisory Council. Participants next discussed the nature, role, and desirability of establishing a Youth Advisory Council. Participants noted the value of such a program to include, preparing the next generation of leaders, ways to receive input, and shape policy to reflect youth interests and needs. Ways to design and implement a youth council were discussed, including the role of the City Council to both help design and sponsor such a council, creating council mentorships, youth liaisons to other bodies, and ways to link this to the high school. The need for additional resources to execute such a program was also noted.

Transportation. Participants next discussed the importance of transportation within the city. The role of bus connection routes, ped-bike safety, and the expansion of the sidewalk network were noted. Staff noted the recent proposed expansion of the Metroflex program. Finally, it was noted that transportation issues are deeply tied into both climate and housing issues.

Play Structure Downtown. It was briefly noted that with increased housing in the downtown area, a play structure in the downtown would be desirable. Various locations for a play structure were noted, along with the need for an increasingly popular pickle ball court. It was noted that one way to bring such structures into the downtown area might be to include them in the Parks, Recreation, and Open Spaces (PROS) Plan, and the Parks CIP.

Staff noted that a new park is under construction as part of the 25 Degrees Condominium project, located downtown at 68th Avenue NE and 181st Street. The park will have public access via an easement and will be privately maintained.

City Council Priorities

During the next portion of the retreat the City Council set their priorities for 2025 and 2026. The participants reviewed the major initiatives that are currently in progress within the city. The participants were reminded of the fiscal forecast and other budget issues presented at the beginning of this retreat. The participants next reviewed current City Council priorities established at last year's retreat. The participants then revised the existing priorities, and made changes due to completion of a goal, or due to a revision to the goal language. Finally, the participants used a Paired Comparison Methodology to select the order of their priorities for 2025-2026.

Staff suggested adding a preamble or introductory statement to the City Council Priorities document to emphasize the importance of providing core services and achieving the City's 20-year vision. The suggested preamble language is included below.

The top five priorities will comprise a portion of the City Manager's annual performance review. Priorities will be addressed to generally reflect their ranking; however, opportunity and/or necessity may require an emphasis on selected priorities outside the priority ranking listed in this report.

2025 and 2026 City Council Priorities

The City's top priority will always be fulfilling its core mission, which includes city governance, ensuring public safety, maintaining the city's infrastructure, complying with state and federal mandates, and safeguarding the city's finances. In addition, achieving the City's 20-year vision, as described in the Comprehensive Plan, is of high importance. With this context, the City Council can emphasize certain initiatives or address specific

problems through its priority-setting process each year. These priorities are described as follows:

1. Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.
(48 points)
2. Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.
(39 points)
3. Finalize, adopt, and implement the Human Services Strategic Plan.
(36 points)
4. Promote sustainable Economic Development Strategies that enhance downtown, and attract residents, small businesses, and visitors.
(32 points)
5. Enhance multimodal transportation, including pedestrian and bicycle safety.
(29 points)
6. Continue to seek opportunities to activate the Lakepointe property.
(23 points)
7. Broaden community engagement and foster fun.
(17 points)
8. Continue to implement the DEIA strategic plan, including social justice reform.
(14 points)
9. Explore opportunities to expand Parks and Recreation.
(14 points)

Appendix One

Retreat Participants

Mayor
Nigel Herbig

Deputy Mayor
Melanie O’Cain

Council Member
Jon Culver

Councilmember
Nathan Loutsis

Councilmember
Joe Marshall

Councilmember
Valerie Sasson

Councilmember
Debra Srebnik

City Manager
Rob Karlinsey

Facilitator
Michael Pendleton

Department Directors Participated During Specific Conversations
Guest Consultants During Specific Conversations



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: PSE Franchise Extension Proposed Council Action/Motion: Approve a 5-year extension to the PSE franchise agreement	For Council Meeting Agenda of: 6/24/2024 Department: Engineering Prepared by: John Vicente, Engineering Director <table><tr><td></td><td>Initial & Date</td></tr><tr><td>Approved by Department Head:</td><td><u>JV 6/14/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>N/A</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>N/A</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 6/14/24</u></td></tr></table> Attachments/Exhibits: Attachment A: PSE request to extend		Initial & Date	Approved by Department Head:	<u>JV 6/14/24</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RK 6/14/24</u>
	Initial & Date										
Approved by Department Head:	<u>JV 6/14/24</u>										
Approved by City Attorney:	<u>N/A</u>										
Approved by Finance Director:	<u>N/A</u>										
Approved by City Manager:	<u>RK 6/14/24</u>										
Summary: The current Puget Sound Energy (PSE) franchise expires on June 19, 2024 and requires an extension. Staff recommends that the city council approve the extension of the current PSE franchise agreement an additional 5 years.											
Information/Background: On June 10, 2019, the City Council approved the new franchise agreement with PSE. The franchise was subsequently executed on June 19, 2019. The franchise agreement allows PSE to utilize the City's right of way for their facilities. The franchise agreement provides for both electricity and gas infrastructure. Without a franchise agreement, PSE is not allowed to operate within the City. As per the franchise agreement, PSE has requested a 5-year extension on the franchise (see Attachment A).											
Fiscal Consideration: The franchise provides for utility tax to be charged against rate payers. The City currently imposes a 4% tax on gross revenues for electricity and 6% tax on gross revenues for natural gas.											
<u>City Council Priority</u> or Budget Objective Being Addressed: Priority 8: Promote sustainable economic development											



Dec 21, 2023

Rob Karlinsey
City Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

Electric and Natural Gas Franchise Extension Request

Dear Mr. Karlinsey,

Puget Sound Energy (PSE) highly values the ongoing collaboration with the City of Kenmore (City) to provide great customer service to our customers, the residents and businesses of Kenmore. On June 18, 2019, the City granted PSE a franchise for the installation, maintenance, and operation of PSE's electric and natural gas distribution and transmission systems within the City's public rights-of-ways under City ordinance 19-0486. The initial term was for an period of five years. Section 4 of the franchise provides for an extension of the franchise for an additional five years upon written request prior to the expiration of the initial five year term (June 18, 2024). PSE hereby respectfully submits its request to extend the existing franchise for an additional five year period, to expire June 18, 2029.

Please contact me at (425) 424-7498 or email patrick.robinson@pse.com with any questions you have concerning this matter.

Sincerely,

A handwritten signature in black ink that reads "Patrick Robinson". The signature is written in a cursive, flowing style.

Patrick Robinson
Municipal Liaison Manager

Cc: John Vicente, Engineering Director in Public Works/City Engineer



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Contract 24-C3068 Interlocal Agreement between the City and Northshore School District for the Transition and Cooperative Use of the Rhododendron Park Public Boathouse for the High School Rowing Program through June 30, 2025

Proposed Council Action/Motion: A motion authorizing the City Manager to execute Contract 24-C3068 subject to minor amendments agreeable by both parties and as approved as to form by the City Attorney and execution by NSD.

For Council Meeting Agenda of: 06/24/24

Department: Community Development

Prepared by: Debbie Bent, Community Development Director

Initial & Date

Approved by Department Head:	<u>6/20/24</u>
Approved by City Attorney:	<u>6/20/24</u>
Approved by Finance Director:	<u>n/a</u>
Approved by City Manager:	<u>6/20/24</u>

Attachments/Exhibits:

1. Draft Contract 24-C3068
2. Contract 21-C2701 Lease Agreement between the City and NSD for use of the Rhododendron Park Boathouse
3. Contract 21-C2701 Boathouse Management Agreement
4. 2/8/24 Letter from NSD to the City, decision to terminate lease agreement
5. 3/19/24 letter from the City to NSD requesting discussion of a proposal to extend the rowing program and potential settlement terms

Summary: Contract 24-C3068 (Attachment #1) is an Interlocal Agreement (ILA) between the City and Northshore School District (NSD) for the use of the Rhododendron Park Public Boathouse for the District's rowing programs during the fall 2024 and spring 2025 rowing season, through June 30, 2025. Execution of this ILA terminates the prior Boathouse Lease Agreement including financial obligations (Attachment #2) and Boathouse management agreement regarding management of the boathouse programs (Attachment #3).

NSD is currently reviewing the latest draft interlocal agreement (Attachment #1) so there may be additional minor amendments. Approval of minor amendments must be agreeable to both parties and be approved by the City Attorney. The City Manager would sign the agreement following execution by NSD.

Information/Background: An initial 5-year lease agreement between the City and NSD for use of the Rhododendron Park boathouse went into effect in June 2021, expiring June 2026 (Attachment #2) along with a management agreement (Attachment #3) for managing the boathouse programs and coordination with the Kenmore Community Rowing Club (KCRC). Under the lease terms NSD paid the

City \$250,000 for tenant improvements for the boathouse, paid a manager at least \$30,000 per year to manage the rowing program, maintain equipment, coordinate equipment usage with other boathouse users and maintain the interior of the building.

On 2/8/24 (Attachment #4) the City received a letter from NSD with a decision to terminate the lease effective June 2024 due to the district's financial challenges. On 3/19/24 the City sent a letter to NSD (Attachment #5) requesting discussion of a proposal and terms to extend the use of the boathouse by NSD to support the rowing program through the 2025 school year.

The draft interlocal agreement is between NSD and the City only. If the high school rowing program is continued beyond the Spring 2025 season without NSD participation, this would require a new agreement and terms with the organization that takes over management and operation responsibilities. For any other boathouse users (e.g. Kenmore Community Rowing Club) the City needs to decide whether to develop a common agreement and terms for all boathouse users or develop individual agreements for each user. Boathouse use agreements for other boathouse users is a topic for a future council meeting discussion.

Interlocal Agreement: The main points of the draft interlocal agreement (Attachment #1) are summarized as follows:

Term (Section 4):

- The ILA term is July 1, 2024, to June 30, 2025 with review of the ILA no later than five months prior to expiration.

Boathouse and Dock Use (Section 5):

- NSD has priority use of the boathouse for the rowing program including equipment storage for the Fall 2024 (mid-August through mid-November) and Spring 2025 (mid-March through mid-May of 2025) seasons.
- Recognition other organization may access the boathouse during the rowing schedule for times not utilized by the District.
- Recognition that use of the dock is on a first come first served basis.

NSD Responsibilities (Sections 6, 8, 9, 10 and Exhibit A):

- District released from payment responsibilities of the prior lease.
- District operates the rowing program, including supervision, safety, coaching, training, providing and maintaining equipment, and maintaining interior of boathouse.
- District collects all fees for the rowing program.

City Responsibilities (Section 8, 11)

- The City is not responsible for any costs associated with the District's Rowing Program, including, payment of coaches and damage to the boathouse, park, or dock caused by the rowing program.
- City responsible for utility payments.
- City confirms schedule for boathouse use.
- City maintains the exterior of the building, the park and provides janitorial services for the bathroom.

Rowing Program Equipment (Section 9)

In an earlier draft the City included a section that in lieu of the lease obligations for annual rent (i.e. the annual obligation of \$30,000 payment for a boathouse manager) the district would agree to donate equipment of an equivalent value to the City and negotiate the sale to the City for rowing equipment more than such value. NSD deleted this section and the City then proposed the language in the current draft (now under District review).

- The parties agree that within thirty (30) days of the expiration of the ILA the City Manager and District Superintendent will meet to negotiate a right of first refusal to the City for the sale/purchasing of the District's rowing equipment.

Fiscal Consideration: City agreement to terminate the District's prior lease obligations through June 2026 for payment of a boathouse manager (\$30,000 per year). The City is not responsible for boathouse management costs related to the rowing program.

City Council Priority or Budget Objective Being Addressed: Priority #9 Foster community engagement and participation.

City of Kenmore Contract #2024-C3068

**INTERLOCAL AGREEMENT
FOR THE TRANSITION AND COOPERATIVE USE OF THE
RHODODENDRON PARK PUBLIC BOATHOUSE**

THIS INTERLOCAL AGREEMENT FOR THE TRANSITION AND COOPERATIVE USE OF THE RHODODENDRON PARK PUBLIC BOATHOUSE ("Agreement") is entered into between the Northshore School District ("District") a Washington quasi-municipal corporation, and the City of Kenmore ("City"), a Washington municipal corporation, individually a "Party" and collectively the "Parties."

RECITALS

WHEREAS, RCW 39.34.080 authorizes public agencies to contract to perform any service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, the City owns Rhododendron Park, located at 6910 NE 170th Street, Kenmore, Washington ("Park"); and

WHEREAS, the City constructed a boathouse at Rhododendron Park ("Boathouse") as one component of an overall strategy to expand water-based activity opportunities for the public; and

WHEREAS, the Parties entered into a Lease Agreement ("Lease") and Memorandum of Understanding ("Boathouse MOU") for the District's use of the Boathouse for the purpose of allowing the District to implement a student rowing program ("Rowing Programs"). Under the Lease, the District paid the City \$250,000 for the construction of the Boathouse. In addition, the District's annual rent obligations also included providing identified programs and activities, keeping in place a management agreement, paying assessments to the manager of at least \$30,000 per school year, and maintaining the interior portions and systems serving the Boathouse (collectively, the "Annual Rent"), and the term of the Lease expires June 30, 2026; and

WHEREAS, while the District's Rowing Programs have been a source of pride for students, families and the community, the District faces an unprecedented \$26 million budget shortfall, which leaves it unable to sustain the Rowing Programs; and

WHEREAS, the Parties desire to continue their partnership relating to use of the Boathouse for the District's Rowing Programs for the 2024-2025 school year, and desire to nullify prior Boathouse Lease Agreement and Boathouse MOU (regarding management of boathouse) and cooperatively transition the use of the Boathouse, and agree that this Agreement provides the Parties efficiencies and cost savings for both agencies and is in the public interest;

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the mutual benefits to the District, the City, and the public, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and the District agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as findings in support of this Agreement.
2. **Authority.** This Agreement is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.
3. **Ownership.** The Parties acknowledge that the City owns the Park and Boathouse.
4. **Term.** The term of this Agreement shall commence and be effective on July 1, 2024, and shall expire on June 30, 2025, unless otherwise terminated as provided herein. The Parties agree to review the Agreement no later than five (5) months prior to the expiration of the Agreement.
5. **District Use of the Park, Boathouse, and Dock.**
 - 5.1 Permitted uses. The District may use the Park, Boathouse and adjacent dock (collectively, "Park Facilities" and as depicted on the site plan attached hereto as Exhibit B) solely for the purpose of conducting activities, programs, and services reasonably related to the District's Rowing Programs, including storage of hand-powered watercraft, two (2) inflatable launches with motors, and equipment and supplies related thereto in the Boathouse storage area and no other location of the Park, and for incidental uses reasonably related to the District's Rowing Programs ("Permitted Uses").
 - 5.2 Operating Hours. The District may use the Park Facilities consistent with the Permitted Uses during the District's Fall 2024 and Spring 2025 Rowing Seasons, as published from time to time on the District's website but generally occurring mid-August through mid-November of 2024, and mid-March through mid-May of 2025, and the times of operation will be confirmed by the District and approved by the City ("Rowing Program Schedule").
 - 5.3 Schedule Change. Any requested changes to the Rowing Program Schedule must be approved in advance by the City.
 - 5.4 Shared Park & Priority Use. The District acknowledges that the Park Facilities are shared facilities and may also be used by the public and other organizations as authorized by the City; provided, however, that the District shall have priority use and access to the Boathouse during the Rowing Program Schedule. Other

organizations may access the Boathouse during the Rowing Program Schedule for times that are not utilized by the District.

5.5 Dock. The following dock conditions apply:

- 5.5.1 Under normal conditions, the dock will be available to the public for launching hand-carried boats during normal park hours.
- 5.5.2 No overnight moorage will be allowed.
- 5.5.3 Dock use will be on a first-come, first served basis.

5.6 Courteous use. In recognition that water access is a limited resource in the City, the District agrees that participants (staff, coaches, and volunteer(s)) of the Rowing Programs shall agree to always operate in a courteous and respectful manner to others and shall work to minimize impacts of their activities on Park Facilities and other watercraft.

5.7 Public use. The Park shall remain open and available to the public for recreational purposes at all times during normal park hours from dawn to dusk.

5.8 Access. The City retains the right to enter, inspect, operate, maintain, repair, and improve the Park Facilities at all reasonable times. The City reserves the right to prohibit use of portions of the Park Facilities, including the Boathouse and dock for purposes of exercising its rights. Such rights shall be exercised in such a manner as to minimize disruption to the District.

6. District Responsibilities

6.1 Rowing Programs Personnel. The District agrees that to operate the Rowing Programs and use the Park Facilities it shall maintain adequate personnel to comply with all terms and conditions of this Agreement, including, but not limited to, Section 10 Safety.

6.2 Supervision. The District shall identify and approve coaches, volunteer(s), and all person(s) responsible for the Rowing Programs including but not limited to student training, coaching, Boathouse operations and safety compliance, and shall provide their contact information to the City. The District agrees that all students in the Rowing Programs shall be supervised by District hired coaches and/or District approved volunteers.

6.3 Information. The District agrees to provide the City with the number of participants (broken into categories of students, coaches, volunteer(s)) for the Fall 2024 and Spring 2025 Rowing Seasons. The District agrees to identify the person(s) and contact information involved in managing this Agreement and coordinating the use of Park Facilities for the Rowing Programs.

6.4 Boathouse Management Responsibilities. The District shall be responsible for boathouse management responsibilities applicable to the District's Rowing Programs, including, but not limited to safety training, operations, compliance and maintenance as outlined in Exhibit A of this Agreement.

6.5 Rowing Fees. The District shall be responsible for collecting all participation fees for the District's Rowing Programs.

6.6 Annual Rent. Effective June 30, 2024, the District shall be released from paying the remaining Annual Rent specified under the original Lease Agreement (identified as 1039592.14-359830-005), and/or any other prior lease agreements pertaining to the Boathouse.

7. City Responsibilities.

7.1 Rowing Programs. The City shall not be responsible for any costs associated with the District's Rowing Program, including, but not limited to, payment of coaches, supervisors, and/or damage to the Boathouse, Park, or dock caused by Rowing Programs.

7.2 Contacts. The City shall identify City contact(s) involved in managing this Agreement and coordinating the use of the Boathouse for the Rowing Programs.

7.3 Utilities. The City shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Park Facilities. The City shall not be liable for any interruption or failure in the supply of any such utilities to the Park Facilities, but the City shall use commercially reasonable efforts to cause such utility service to be restored.

8. Boathouse Maintenance.

8.1 City Maintenance. The City shall maintain the exterior of the Boathouse, including the foundation, exterior walls and roof, the public bathrooms, and the hardscape of the staging area and the parking areas, in good condition and repair, including, but not limited to, repairing, replacing (subject to Section 14.1, below), and restoring the components of the same when necessary. The City shall be responsible for janitorial services in the public bathrooms. In addition, the City shall maintain and repair the Park, including the boardwalk, paths, the bridge, dock, and parking areas, to City standards, and shall be responsible for all ground maintenance and trash removal.

8.2 District Maintenance. The District agrees to maintain the Boathouse in good order and condition at all times during the District's use, and will maintain, repair and replace (when necessary) the interior portions of the Boathouse building, when/if damage is caused by the District's use of the Boathouse, including windows, plate

glass, and doors/entryways to the Boathouse. The District is responsible for its own property, trade fixtures, furniture, and equipment.

9. Rowing Program Equipment.

9.1 Equipment for Programs. The District agrees to provide all equipment necessary for the District's Rowing Programs.

9.2 Storage. The District's coaches for the Rowing Programs may use the Boathouse to meet and store the Rowing Programs equipment.

9.2.3 Equipment. The parties agree that within thirty (30) days of the expiration of this Agreement that the City Manager and District Superintendent will meet to negotiate a right of first refusal to the City for the sale/purchasing of the District's rowing equipment.

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9.3 Donation of rowing equipment. In lieu of paying the Annual Rent under the Lease, the District agrees to donate to the City, in an equivalent value, the Rowing Programs equipment, including, but not limited to shells, oars, launches, trailers, rowing ergs, and any other equipment relating to the Rowing Programs. The District agrees to transfer and deliver said equipment to the City no later than thirty (30) days after the Spring 2025 Rowing Programs season ends. The Parties agree to negotiate in good faith for the sale of rowing equipment to the City that is more than the value of the Annual Rent released under this Agreement.

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10. Safety.

10.1 Safety Compliance. The District agrees to and shall ensure that the Rowing Programs comply with the Permitted Uses at the Park and Dock and comply with all USA Rowing standards. At least two (2) District staff, coaches and/or volunteers (e.g., one coach and a parent/guardian) must supervise the Rowing Program activities at any given time when youth are on the water. The District shall require that a All employees, adult staff, volunteers, and parents of participants who provide training, supervision, and/or regularly or semi-regularly interact with participants who are youth or vulnerable adults must successfully pass a Washington State Patrol criminal background check, consistent with RCW 28A.400.303, that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults.

10.2 Training. Participants must be taught how to properly enter and exit the water and navigate their watercrafts. All participants shall hold a current Seattle Parks Float Test (or equivalent). The District shall comply with all Washington State and U.S. Coast Guard water safety laws. The District must have written rules and procedures for water activities, including an emergency action plan specific to the Park location. In addition, the District's staff, coaches and volunteers

must be First Aid and CPR-certified, and the District must provide First Aid kits on site and accessible to staff, coaches and volunteers.

- 10.3 Standards. The standards and requirements of this section have been promised to the City by the District, according to standards that are known to and understood by the City. The City shall not be required to enforce these standards and requirements and shall not be responsible for District's adherence (or lack of adherence) to them. When youth are in a scull or other watercraft on the water, the District shall have adult, on-water supervision at all times. On-water supervision means that the adult shall be in a watercraft that can follow youth and allow the adult supervisor to keep youth within view and respond to their needs.

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11. Boathouse Lease Agreement & Boathouse MOU terminated. The City acknowledges that the District has provided notice of termination effective June 30, 2024. -The Parties agree that in consideration of the terms and obligations set forth in this Agreement, the Boathouse Lease (identified as 1039592.14-359830-005) ~~and~~ Boathouse MOU (contract #21-C2701) ~~and any other preceding agreements, notwithstanding verbal or written, to this agreement~~ are terminated effective June 30, 2024.

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12. Hazardous Materials

- 12.1 Environmental Laws; District's Indemnity. The District, its directors, officers, employees, contractors, agents, and licensees shall not use or store Hazardous Substances or Toxic Materials (hereinafter defined) on the Park Facilities or cause or permit the escape, disposal or release (a "Release") of any Hazardous Substances or Toxic Materials on the Park Facilities, in an amount subject to regulation under applicable Environmental Laws (as defined below), or in a manner with violates any Environmental Laws. The terms "Hazardous Substances" or "Toxic Materials" as used in this Agreement shall include any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminate and is regulated by Environmental Laws, or any other federal, state, or local statute, law, ordinance, rule regulation, or judicial or administrative order or decision, now or hereafter in effect. The term "Environmental Laws" as used in this Agreement shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Washington Model Toxics Control Act, as amended, Chapter 82.21 RCW et seq., and all other applicable laws, rules, orders, regulations and requirements of any federal, state, county or local governmental authority regulating toxins, pollutants or contaminants. The District shall indemnify, defend and hold harmless the City from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, fines, taxes and expenses (including litigation costs and reasonable attorneys' fees) that occurred after the effective date of this Agreement and are based on, arise out of, or in any way relate (directly or indirectly, in whole or in part) to (a) any Hazardous Substances or Toxic Materials generated, used, Released, stored or disposed of by the District, in an amount subject to regulation under or in violation of applicable

Environmental Laws and/or (b) the District's violation of any Environmental Laws. The District shall have no obligation to indemnify the City for the District's mere discovery of a pre-existing or new Hazardous Substance or Toxic Material on the Park Facilities that was not caused by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not be responsible for any Hazardous Substances or Toxic Materials present on the Park Facilities on or before the effective date or for the violation of any Environmental Law relating to Hazardous Substances or Toxic Materials after the effective date to the extent the same results from the introduction of Hazardous Substances or Toxic Materials in violation of applicable Environmental Laws by the City or the City's agents, employees or contractors. The District's obligations under this Section 12.1 shall survive the expiration or sooner termination of this Agreement.

- 12.2 City's Warranties; Release and Indemnity.** As of the effective date of this Agreement, the City has received no notice, demand, request for information, summons or order from any person or entity concerning the presence on the Park Facilities of any Hazardous Substances or Toxic Material in violation of any Environmental Laws. Except as set forth in Section 12.1, ~~the~~ City shall indemnify, defend and hold harmless the District from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, taxes and expenses (including litigation costs and reasonable attorneys' fees) resulting from the introduction of Hazardous Substances or Toxic Materials in the Premises in violation of applicable Environmental Laws by the City or the City's employees, agents or contractors, or resulting from an unknown or unsubstantiated cause and/or source. The City's indemnification obligations set forth in this Section 12.2 shall survive the expiration of this Agreement.
- 12.3 Complete Agreement.** This Section 12 constitutes the Parties' complete agreement regarding Hazardous Substances or Toxic Materials for the District's use of the Park Facilities authorized under this Agreement.

~~13. Termination.~~

- ~~**13.1 Termination by the City.** Unless otherwise terminated under a specific term of this Agreement, the City may terminate this Agreement by providing written notice to the District (per Section 14.18) of its intent to terminate this Agreement. Such termination notice must be provided to the District no later than sixty (60) business days prior to the Effective Date of Termination. The City agrees not to terminate this Agreement unless required under this Agreement during the District's Fall or Spring rowing season as determined by the Rowing Program Schedule.~~
- ~~**13.2 Termination by the District.** Unless otherwise terminated under a specific term of this Agreement, the District may terminate this Agreement by providing written notice to the City (per Section 14.18) of its intent to terminate this Agreement. Such termination notice must be given no later than sixty (60) business days prior to the Effective Date of Termination.~~

~~13.3~~ ~~Effective Date of Termination. The Effective Date of Termination shall be the date upon which this Agreement ceases to be in force following the required notice as contemplated in Section 13.~~

14.13. Miscellaneous.

14.13.1 Damage or Destruction.

13.1.1 Insured Damage and Repair to the Park Facilities. If during the term of this Agreement all or any portion of the Park Facilities is damaged or destroyed by fire or other casualty (a "Casualty") the District shall give immediate notice to the City. ~~If this Agreement is not terminated pursuant to subsection 13.1.4.1.2 below and~~ the Casualty is covered by the City's casualty insurance policy, the City shall promptly repair such damage and restore the Premises to substantially its condition existing immediately prior to such Casualty using a contractor selected by the City; provided, however, this section is contingent upon the City Council authorizing such repairs.

~~14.1.1~~

13.1.2 Termination by City. If, in the City's reasonable determination, the Park Facilities are damaged or destroyed by any Casualty covered by the City's casualty insurance policy to such an extent as to render the same untenable in whole or substantial part, or to the extent of twenty-five percent (25%) or more of the replacement value of the Park Facilities during this Agreement, or if the City's insurance proceeds are not sufficient to repair the damage, or the time needed to restore the Park Facilities will exceed nine (9) months from the date of the Casualty, then the City may, at its option, either (i) repair such damage as soon as reasonably possible, in which event this Agreement shall continue in full force and effect, or (ii) cancel and terminate this Agreement upon thirty (30) days' prior written notice given to the District.

~~14.1.2~~

13.1.3 Uninsured Damage. If during the term of this Agreement the Park Facilities are damaged and such damage was caused by a casualty not covered under the City's casualty insurance policy, the City may, at its option, either (i) repair such damage as soon as reasonably possible at its expense, in which event this Agreement shall continue in full force and effect, or (ii) cancel and terminate this Agreement upon thirty (30) days' prior written notice given to the District.

~~14.1.3~~

~~14.1.4~~ 13.1.4 District Repair. In no event shall the City be responsible for repair or restoration of the District's personal property or damage to Park Facilities caused by the District or the Rowing Programs.

~~14.2~~ 13.2 Indemnification; Liability. The District shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and

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against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the District's use of the Park Facilities, including, but not limited to any activities relating to the Rowing Programs, the District's conduct of its business, or from any activity, work or thing done, permitted, or suffered by the District in or about the Park Facilities, except only such injury or damage as shall have been occasioned by the sole negligence or willful actions of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the District and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

14.313.3 Public Restrooms. Except to the extent caused by the District's negligence or willful misconduct, or either of their agents, employees, contractors, or business invitees, the District shall have no responsibility or liability for any loss, damage, or expense in connection with the use of public bathrooms on the Park.

14.413.4 Survival. The provisions of Sections 134.2 and 134.3 shall survive the expiration or earlier termination of this Agreement.

14.513.5 District's Liability Insurance. The District is self-insured through the Washington Schools Risk Management Pool ("WSRMP"). The District's general liability coverage is equivalent to an "Occurrence" policy covering the District against claims of bodily injury, death or property damage or loss with limits no less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate (per policy year) and shall include premises operations, products/completed operations, and includes contractual liability coverage for the District's obligations under this Section 14.5. In addition, the District's coverage agreement provides an equivalent to an umbrella liability insurance policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate. As a self-insured entity, Additional Insured status cannot be granted, as there is no insurance policy to grant this status.

14.613.6 Insurance by Rowing Program Participants. The District agrees that it will require all students participating in the Rowing Programs to purchase an individual membership to US Rowing, which in conjunction with the District's US Rowing membership, provides insurance that covers personal injuries, death and property damage relating to their participation in the Rowing Programs.

14.713.7 District's Property Insurance. The District's property is self-insured through the WSRMP and is equivalent to what is commonly referred to as "all risk" or "special form" coverage insurance or its equivalent (but excluding earthquake) on the District's personal property, in an amount not less than

ninety percent (90%) replacement value thereof. In the event the property damage insurance known as of the date of this Agreement as “special form” ceases to exist in the future, the District shall maintain a form of property damage insurance that provides coverage against the same causes of loss as “special form” property damage insurance does as of the date of this Agreement, to the extent that such coverage is available.

14.813.8 District’s Insurance Policy Requirements. The District shall provide the City with written notice of any coverage cancellation within thirty (30) business days of the District’s receipt of such notice. The District shall deliver to the City prior to July 1, 2024, and no less frequently than annually thereafter, certificates evidencing the existence and amounts of insurance required in this Agreement. The City reserves the right to require reasonable additional coverage and increase limits as industry standards change.

14.913.9 City’s Property Insurance. The City agrees to add the Boathouse to its property insurance schedule and insure the same for its replacement cost, subject to and in accordance with the provisions applicable to the City’s membership in the Washington Cities Insurance Authority (WCIA) risk pool.

14.10—

13.10 Waiver of Subrogation. Notwithstanding any other term or provision hereof, the Parties hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

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14.1113.11 Successors and Assigns. Parties shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

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14.1213.12 Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties and supersedes all prior discussions. The following Exhibits are an integral part of this Agreement and are incorporated herein by this reference:

- Exhibit A – Scope of District’s Maintenance
- Exhibit B – Site Plan of the Park Facilities

14.13 This Agreement may be amended only in writing, signed by both Parties.

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14.1413.13 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a Party to this Agreement shall have any rights under this Agreement or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

14.1513.14 Waiver. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written agreement of both Parties.

14.1613.15 Severability. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

14.1713.16 Force Majeure. Any performance under any term of this Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond the performing party's control, including without limitation, terrorist attacks, strikes, embargoes, shortages of labor or materials, pandemics, governmental regulations and delays, acts of God, war or other strife ("Force Majeure"); provided, however, that there shall be no extension until both the City or the District, as applicable, has received notice of the events upon which the other party is asserting have constituted a Force Majeure (provided that the party claiming the Force Majeure shall not be required to deliver notice thereof at the time the same commences) and notice when such Force Majeure events have ceased (which notice may be delivered upon the cessation of such Force Majeure events).

14.1813.17 Counterparts. This Agreement may be signed in counterparts, and, if so signed, shall be deemed on integrated document.

14.1913.18 Nondiscrimination. The Parties shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

14.2013.19 Governing Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall only be brought in Superior Court of King County, Washington.

14.2113.20 Notices. The designated representatives of the Parties shall be the following employees or their designees:

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CITY OF KENMORE

NORTHSHORE SCHOOL DISTRICT

Rob Karlinsey, City Manager
18120 68th Ave NE
Kenmore WA 98028
rkarlinsey@kenmorewa.gov
(425) 398-8900

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below:

CITY OF KENMORE, WASHINGTON

NORTHSHORE SCHOOL DISTRICT

By:

By:

City Manager

Title:

Date: _____

Date: _____

Interlocal Agreement Contract 24-C3068
For the Transition and Cooperative Use of the
Rhododendron Park Public Boathouse

Exhibit A

Consistent with Section 6.4 of the Agreement, the District agrees to maintain the Boathouse in good order and condition at all times during the District's use.

District care and management of the Boathouse must include:

- Securing the building when leaving;
- Maintaining a list of District staff who are authorized to access the Boathouse;
- Maintaining office and cleaning supplies for keeping the Boathouse clean and tidy;
- Managing the District's rack assignments for District shells;
- Using responsible protocols for gasoline storage and spills, including keeping all stored gasoline in the flammables cabinet;
- Performing regular safety audits of Boathouse conditions applicable to the District's Rowing Program;
- Maintaining safety equipment applicable to the District's Rowing Program; and
- Documenting and reporting to the City all Boathouse maintenance issues and the District's efforts to correct such issues.

Any maintenance issues or damage to the Boathouse not caused by the District during the District's use shall be timely reported to the City, and shall not be the District's responsibility to repair or resolve.

Interlocal Agreement Contract 24-C3068
For the Transition and Cooperative Use of the
Rhododendron Park Public Boathouse

Exhibit B Site Plan

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”), effective as of the latter of the signature dates below (the “**Effective Date**”), is made and entered into by and between the CITY OF KENMORE, a Washington municipal corporation (“**Landlord**”) and NORTSHORE SCHOOL DISTRICT NO. 417, a Washington school district (“**Tenant**”) (individually a “**Party**” and collectively the “**Parties**”).

In consideration of the mutual covenants and agreements set forth herein, Landlord and Tenant agree as follow:

1. Lease Data and Exhibits. The following terms shall have the meanings provided in this Section 1 unless otherwise specifically modified herein:

(a) Facility. “**Facility**” as used in this Lease means the approximately 2,800 sf boat house (the “**Building**”) constructed by Landlord on real property located at 6910 NE 170th St., Kenmore, Washington and commonly known as Rhododendron Park (the “**Park**”). “**Facility**” also includes the existing watercraft staging area (the “**Staging Area**”) and the under-bridge storage area (the “**Storage Area**”), all as depicted on the site plan attached as Exhibit A hereto (the “**Site Plan**”). The Park is located on the real property owned by Landlord and legally described on Exhibit A-1 hereto (the “**Property**”).

(b) Premises. “**Premises**” as used in this Lease means the Building and the Storage Area. The Building shall be constructed substantially in accordance with the plans and specifications attached as Exhibit B hereto.

2. Lease of Premises; Limited Exclusive Use Rights. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to and in accordance with the terms and conditions of this Lease.

(a) The Parties acknowledge that due to Covid-19 restrictions in effect as of the Effective Date, Tenant could not conduct its Fall 2020 rowing program and the date on which Tenant may recommence its rowing program is unknown. Tenant agrees to provide prompt written notice to Landlord (the “**Tenant Notice**”) when Tenant has received notice of a date that Tenant may recommence its district rowing program in accordance with Washington Interscholastic Activities Association (WIAA) guidelines, and with all applicable Requirements, as defined in Section 9(d). The period between date of the Tenant Notice and the Commencement Date, as defined in Section 3, below, is referred to herein as the “**Interim Period**.”

(b) During the Interim Period, (i) Tenant’s only obligation to Landlord shall be payment of the Construction Contribution, as defined in Section 4(a), below, and (ii) Landlord shall retain possession of and right to use the Premises, and may enter into temporary licenses with third parties, including, but not limited to Manager, as defined in Section 4(c), below, for use of the Storage Area (the “**Temporary Licenses**”).

(c) Tenant shall take possession of the Premises and assume all of its rights and obligations under the Lease on the Commencement Date. In the event any licensee under one of the Temporary Licenses has not vacated the Storage Area as of the Commencement Date, Tenant will work cooperatively with Landlord and such licensee for the first thirty (30) days of the Term to complete such occupancy transition.

(d) *Notwithstanding any other provision of this Lease*, following the Commencement Date Tenant shall have the exclusive use of the Premises only during those days and hours set forth in Section 9(b), below; the Premises and Facility shall otherwise be open to and available for use by

Landlord, Community Partners (as defined in Section 4(c) below), other community rowing groups and members of the public. Tenant shall have the right, pursuant to the terms and conditions hereof, to use the Staging Area in conjunction with its Permitted Use of the Premises, and shall have the non-exclusive right to use those portions of the Park which are from time to time open to the public, including, but not limited to, the Bridge, the Dock, the boardwalk (as identified on the Site Plan) and any parking stalls or spaces in the Park that are not specifically reserved for another use.

(e) Subject to availability, after the Commencement Date Tenant may also use City Hall meeting rooms no more than once monthly and no longer than three (3) hours in duration for each meeting for board, membership, team, and promotional meetings; provided however, City meetings shall take priority over Tenant meetings, regardless of whether the Tenant meeting was previously scheduled. Tenant must schedule its use of the City Hall meeting rooms through the City Manager or his/her designee.

3. Term. The initial term of this Lease (the “**Initial Term**”) shall commence on the date (the “**Commencement Date**”) that is the later of (i) the thirtieth (30th) day following effective date of the Tenant Notice, or (ii) the tenth (10th) day following Landlord’s substantial completion of the Building, or such earlier or later date as may be mutually agreed upon by the Parties. Subject to Tenant’s right to exercise the Extension Options, as defined in Section 8, below, the Initial Term shall expire on the last day of the sixtieth (60th) calendar month after the Commencement Date (the “**Expiration Date**”), unless sooner terminated as provided herein. This Lease shall be effective on the Effective Date, and the Interim Period shall not be construed as a mere right, agreement or option to lease in the future. Landlord and Tenant agree that the concept of the Initial Term is employed solely to facilitate the determination of the period during which Tenant shall commence and may continue to occupy the Premises and Facility. “**Term**,” as used herein, shall mean the Initial Term and the exercised Extension Options, if applicable.

If Tenant has not delivered the Tenant Notice to Landlord within the later of (a) 365 days following the Completion Date, as defined in Section 6.b, below, or (b) sixty (60) days following the date that Tenant is permitted to resume its rowing program in accordance with WIAA guidelines and applicable Requirements, including any proclamations of the governor of the State of Washington, then Landlord shall have the right, upon thirty (30) days’ prior written notice given to Tenant at any time thereafter, to terminate this Lease; provided, however, that Landlord’s termination notice shall be void if Tenant delivers the Tenant Notice to Landlord within such 30-day notice period. Upon Landlord’s termination hereunder, Landlord shall retain the Construction Contribution, and neither Party shall have any further liability to the other thereafter.

4. Rent. The term “**Rent**” as used in this Lease shall include the following Construction Contribution, Tenant’s performance of the following Programs and Activities, and any other amount payable by Tenant to Landlord under this Lease.

(a) Construction Contribution. Tenant shall deliver to Landlord, upon the Parties’ mutual execution of this Lease, the sum of Two Hundred Fifty and No/100 Dollars (\$250,000.00) (the “**Construction Contribution**”) toward the cost of constructing tenant improvements within the Facility.

(b) Programs and Activities. No later than one hundred twenty (120) days following the Commencement Date, Tenant shall provide, or cause to be provided through the Management Agreement, as defined below, certain programs, activities, and resources to develop and support the local rowing community, including:

- Day-to-day management of the Building, including necessary staffing, when the Building is open to the public;

- Schedule management for community rowing groups and member of the public who wish to use the Building;
- Providing publicly available equipment, to be reasonably determined based on need;
- Shared shell and other equipment management;
- Maintenance services for Tenant and community rowing groups (for a reasonable fee to be set forth in the Management Agreement);
- Establishment and management of youth and adult programming, in conjunction with and to augment existing community programs;
- Orientation and training for coaches and users for use of Facility and equipment;
- Providing janitorial services for the Building and performance of Tenant's maintenance obligations, as set forth in Section 12(b) of this Lease;
- Creation of scholarship opportunities for youth who receive free or reduced price lunch through school programs;
- Management of gasoline storage;
- Annual activity reporting;
- Providing an annual review of jointly used equipment;
- Providing monthly safety audits of the Facility;
- Serving as a resource for best practices regarding safety, Facility and equipment use; and rowing team and rowing club management;
- Providing assistance in procuring rowing coaches;
- Providing marketing and advertising materials and platforms for City of Kenmore activities

(the "**Programs and Activities**").

(c) Management Agreement. Concurrently with the delivery of the Tenant Notice, Tenant shall enter into a Management Agreement substantially in the form attached as **Exhibit C** hereto (the "**Management Agreement**") with George Pocock Rowing Foundation, or with a Community Partner, as defined below, mutually acceptable to the Parties (herein "**Manager**" or "**GPRF**") for the management and operation of the Facility in accordance with the Programs and Activities. Tenant shall provide Landlord with a complete copy of the Management Agreement upon its execution. The Manager shall undertake its obligations with respect to the Programs and Activities no later than the date that is one hundred twenty (120) days following the Commencement Date. Except for any period of time related to the hiring and/or replacement of the Manager, which Tenant shall complete without delay using commercially reasonable efforts, Tenant agrees to keep the Management Agreement in full force and effect throughout the Term, and Tenant shall not modify or amend the same without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Except for four (4) crew scull boats reserved by Tenant for Tenant's exclusive use, all scull boats owned by Tenant will be stored at the Facility and made available for use by the Manager in accordance with the Programs and Activities no later than the Commencement Date. Tenant will share such scull boats and other rowing equipment with Manager, and with the Kenmore Rowing Club and other recognized community rowing groups reasonably approved by Landlord (each a "**Community Partner**" and collectively, the "**Community Partners**"); and

(d) Payment of Assessments to Manager. To enable Manager to perform Tenant's Maintenance Obligations, as more fully set forth in Section 12(b), below, and to provide the Programs and Activities, Tenant shall pay assessments to the Manager annually in an initial minimum amount equal to One Hundred Fifty Dollars (\$150.00) per student in the Northshore School District ("**NSD**") rowing program, per semester, but in no event less than Thirty Thousand and No/100 Dollars (\$30,000.00) nor more than Fifty Thousand and No/100 Dollars (\$50,000.00) ("**Assessments**") per school year, as more

fully set forth in the Management Agreement. Assessments payable for any partial school year at the beginning or end of the Term shall be prorated.

(e) Extension Option Rent. Rent for each Extension Option shall be as follows:

(i) Programs and Activities. Tenant shall continue to provide, or cause to be provided, the Programs and Activities, including, but not limited to sharing rowing equipment with Community Partners, as discussed above in this Lease; and

(ii) Payment of Assessments to Manager. Tenant shall continue to pay Assessments to the Manager annually in an amount not less than Thirty Thousand and No/100 Dollars (\$30,000.00) and not more than Fifty Thousand and No/100 Dollars (\$50,000.00) per school year to enable Manager to perform Tenant's Maintenance Obligations as set forth in Section 12(b) herein and to provide the Programs and Activities.

5. Permitted Use. The Facility shall be used during the Term solely for the purpose of conducting activities, programs, and services reasonably related to the Northshore School District's rowing programs; for community rowing activities conducted by Manager through its Programs and Activities, as a boathouse, for storage of hand-powered watercraft and all equipment and supplies related thereto in the Storage Area and no other location in the Park, and for incidental uses reasonably related to the foregoing (the "**Permitted Use**").

6. Construction of Building.

(a) Construction Period. Landlord has commenced construction of the Building, and subject to events of Force Majeure, as defined in Section 29(e), below, Landlord estimates it will substantially complete construction of the Building on or before December 31, 2020 (the "**Estimated Completion Date**"). Landlord shall provide Tenant with written notice of any anticipated change in the Estimated Completion Date and shall provide prompt written notice to Tenant of the date the Building is substantially complete (the "**Completion Date**"). Landlord shall deliver the Premises to Tenant, and Tenant shall accept delivery of the Premises on the Commencement Date. As used herein, "substantially complete" or "substantial completion" means that construction of the Building has been completed in compliance with the Plans, as certified by Landlord's contractor or architect, except for minor punch-list items, and a temporary certificate of occupancy has been issued by the City of Kenmore for the Building. "Punch-list items" include any necessary touch-up work, repairs and minor completion items as are necessary for final completion of the Building, but which do not materially interfere with Tenant's use of the Building. Within ten (10) days following Landlord's notice to Tenant of the Completion Date, the Parties shall conduct a joint walk-through of the Building and remainder of the Facility to identify any such punch-list items, and Landlord shall cause any such items so identified promptly to be repaired or completed thereafter.

(b) Tenant's Remedy for Late Delivery. If the Completion Date has not occurred by the date that is twelve (12) months after the Estimated Completion Date (such date, the "**Outside Completion Date**"), then as Tenant's sole and exclusive remedy, Tenant shall have the right to terminate this Lease by delivery of a notice of termination to Landlord after the Outside Completion Date and prior to Landlord's substantial completion of the Building. Within thirty (30) days following receipt of Tenant's notice of termination, Landlord shall refund to Tenant the Construction Contribution, and neither Party shall have any further liability to the other thereafter. For purposes of this Section 6(b), the Outside Completion Date shall be adjusted forward (i.e., to a later date) by one (1) day for each day Substantial Completion of is delayed due to events of Force Majeure.

7. Rent; Reporting. Except with respect to the Programs and Activities component of Rent, which shall commence in accordance with Section 4(b), Tenant shall pay, or perform its obligations constituting Rent, from and after the Commencement Date and throughout the Term. On or before February 15th of each calendar year following the Commencement Date, Tenant shall submit to Landlord an annual report, which shall provide relevant information about the Program and Activities conducted on the Premises and the amount of Assessments paid to Manager under the Management Agreement for the prior calendar year, including, but not limited to, data on number of youth participants and members, number of adult participants and members, volunteer hours, number and types of classes and programs, enrollment in each of the classes and programs, and number of discounted memberships and classes for low income youth and families (the “**Reporting Obligation**”). Tenant shall have the right to delegate the preparation of the Reporting Obligation to its Manager.

8. Options to Extend. Provided that Tenant is operating the Premises for the Permitted Use and no Default by Tenant exists as of the date Tenant exercises an Extension Option (hereafter defined) or on the date an Option Period would otherwise commence, Tenant will have the option (an “**Extension Option**”) to extend this Lease for two (2) additional terms of five (5) years each (each an “**Option Period**” or collectively the “**Option Periods**”). The first Option Period will commence on the day following the Expiration Date, and the second Option Period will commence on the day following expiration of the first Option Period. The terms and conditions of this Lease will remain the same during the Options Periods, except that Rent for each Option Period shall be adjusted as set forth in Section 4(e), above. Exercise of an Extension Option shall be by written notice given by Tenant to Landlord not later than one hundred eighty (180) days or more than three sixty-five (365) days prior to expiration of the then current Term; provided, however, that if Tenant does not give such notice, Tenant’s right to exercise such Extension Option shall continue until thirty (30) days after Landlord gives Tenant written notice of Tenant’s failure to exercise such Extension Period.

9. Use.

(a) Permitted Use. Throughout the Term, the Premises shall be used only for the Permitted Use and for no other purpose. Landlord represents and warrants that the Permitted Use is an allowed use within the Park.

(b) Operating Hours and Periods of Exclusive Use Rights. Tenant covenants and agrees that, other than in the event of Excused Periods, as defined in subsection (c), below, it will conduct or cause to be conducted the Permitted Use in the Premises during the Fall and Spring Scholastic Rowing Seasons of the Northshore School District, as published from time to time on the District’s website but generally occurring mid-August through mid-November, and mid-March through mid-May of each year; and Manager’s obligations under the Management Agreement shall be continuously performed throughout the entire Lease Term. Tenant, for its use by the Northshore School District crew students shall have the exclusive right to use the Premises from 3:30 to 5:30 p.m. Monday through Friday, and Saturday morning from 7:00 a.m. to 9:00 a.m. during the Scholastic Rowing Season. Tenant may operate no earlier than 5:00 a.m. and no later than 9:00 p.m. each day and will not operate on Sundays. Tenant shall at all times operate in a quiet manner and be courteous to neighbors. During all hours of operation, Tenant or its Manager shall maintain on duty adequate personnel to comply with all terms and conditions of this Agreement.

(c) Operation Cessation. If Tenant ceases to conduct the Permitted Use of the Facility for more than fourteen (14) consecutive days during the Scholastic Rowing Season, except by reason of an Excused Period, or if the Management Agreement should at any time during the Term cease to be in effect for ten (10) days or more, Landlord shall have the option of terminating this Lease by delivering written notice of termination to Tenant (a “**Termination Notice**”) prior to the date Tenant recommences operations at the Premises or the Management Agreement is reinstated and Tenant has

resumed performance of its obligations thereunder. This Lease shall terminate fifteen (15) days after Landlord gives Tenant a Termination Notice; provided, however, if prior to the expiration of such 15-day period Tenant resumes the Permitted Use or reinstates and continues to perform its obligations under the Management Agreement, as required under this Lease, the Termination Notice shall be null and void and this Lease shall remain in full force and effect. As used herein, the term “**Excused Periods**” shall mean any of the following cessations of business in the Premises for the following reasons: (i) events of Force Majeure, as defined in Section 29(e); (ii) repair or remodeling of the Premises; or (iii) repair or restoration following a Casualty, as set forth in Section 18(d).

(d) Compliance With Laws. Tenant shall use the Facility in compliance with all applicable laws, rules, regulations, and requirements of governmental authorities having jurisdiction (collectively “**Requirements**”) and shall keep and maintain the Premises in a clean and safe condition. Tenant shall procure all licenses and permits necessary for the Permitted Use, including a City of Kenmore business registration, if required. Tenant acknowledges that Tenant is not authorized to act on behalf of Landlord in any capacity, including, without limitation, enforcement of laws and Park rules. If Tenant or any of its participants or staff believe a member of the public is violating a law or Park rule in the Park, Tenant shall notify Landlord or the police.

(e) Use of Park. Tenant’s use of the Park shall be non-exclusive. During Tenant’s Permitted Use of the Facility and provision of classes, programs, and events, the public shall be welcome to use the Park, including but not limited to the boardwalk, dock, and Staging Area, and Tenant members, staff, and coaches shall not treat the public as if they are not welcome to use the Park for picnics, launching from the Dock, and other activities that maximize the full use and enjoyment of the Park. Tenant, Manager and Tenant’s students, members, staff, and coaches shall endeavor to be courteous and friendly to all those who use the Park. Prices and membership fees charged by Tenant or Manager to participants of Park programs for hand-powered watercraft must be comparable and competitive with (or lower than) those generally charged in the Puget Sound area for similar membership programs. Subject to the terms of this Lease, Landlord may at any time temporarily close all or any part of the Park or the Facility to make repairs or changes and may do such other acts in and to the Park as in its judgment may be desirable to improve the convenience thereof. The exercise of the foregoing rights shall be made with as little inconvenience to Tenant’s permitted use of the Premises as practicable. Except in the event of an emergency, Landlord shall give reasonable advance notice to Tenant of any closure of the Park, and in the event of an emergency, Landlord shall give notice to Tenant of such closure as soon as is possible under the circumstances.

(f) Safety. Tenant must operate the Programs and Activities and use the Park and Dock according to USA Rowing standards. No fewer than two Tenant or Manager staff and/or volunteers (for example, one coach and a parent/guardian) must supervise the Activities at any given time when youth are on the water. All adult staff, volunteers, and parents who provide training, supervision, and/or regularly or semi-regularly interact with participants who are youth or vulnerable adults must successfully pass a Washington State Patrol criminal background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults. Participants must be taught how to properly enter and exit the water and navigate their watercrafts. All participants shall hold a current Seattle Parks Float Test (or equivalent). Tenant shall comply with all Washington State and U.S. Coast Guard water safety laws. Tenant must have written rules and procedures for water activities, including an emergency action plan specific to the Park location. In addition, Tenant and Manager staff must be First Aid and CPR-certified, and Tenant or Manager must provide First Aid kits on site and accessible to staff and members. The standards and requirements of this section have been promised to Landlord by Tenant, according to standards that are known to and understood by Tenant. Landlord shall not be required to enforce these standards and requirements and shall not be responsible for Tenant’s adherence (or lack of adherence) to them. When youth are in a scull or other watercraft on the water, Tenant or Manager shall have adult, on-water supervision at all times. On-water supervision means that the adult shall be in a

watercraft that can follow youth and allow the adult supervisor to keep youth within view and respond to their needs.

10. Hazardous Materials

(a) Environmental Laws; Tenant's Indemnity. Tenant, its Manager, and their employees, contractors, agents, and licensees shall not use or store Hazardous Substances or Toxic Materials (hereinafter defined) on the Premises, or cause or permit the escape, disposal or release (a "Release") of any Hazardous Substances or Toxic Materials in the Premises or the Park, in an amount subject to regulation under applicable Environmental Laws (as defined below), or in a manner with violates any Environmental Laws. The terms "Hazardous Substances" or "Toxic Materials" as used in this Lease shall include any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminate and is regulated by Environmental Laws, or any other federal, state, or local statute, law, ordinance, rule regulation, or judicial or administrative order or decision, now or hereafter in effect. The term "Environmental Laws" as used in this Lease shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Washington Model Toxics Control Act, as amended, Chapter 82.21 RCW et seq., and all other applicable laws, rules, orders, regulations and requirements of any federal, state, county or local governmental authority regulating toxins, pollutants or contaminates. Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, fines, taxes and expenses (including litigation costs and reasonable attorneys' fees) that occurred after the Effective Date and are based on, arise out of, or in any way relate (directly or indirectly, in whole or in part) to (a) any Hazardous Substances or Toxic Materials generated, used, Released, stored or disposed of in an amount subject to regulation under or in violation of applicable Environmental Laws and/or (b) Tenant's violation of any Environmental Laws. Tenant shall have no obligation to indemnify Landlord for Tenant's mere discovery of a pre-existing Hazardous Substance or Toxic Material on the Premises that was not caused by Tenant or that was Released prior to the Effective Date. Notwithstanding anything to the contrary in this Lease, Tenant shall not be responsible for any Hazardous Substances or Toxic Materials present in the Premises on or before the Commencement Date or for the violation of any Environmental Law relating to Hazardous Substances or Toxic Materials after the Commencement Date to the extent the same results from the introduction of Hazardous Substances or Toxic Materials in violation of applicable Environmental Laws by Landlord or Landlord's agents, employees or contractors. Tenant's obligations under this Section 10(a) shall survive the expiration or sooner termination of this Lease.

(b) Landlord's Warranties; Release and Indemnity. As of the Effective Date, Landlord has received no notice, demand, request for information, summons or order from any person or entity concerning the presence on the Premises, the Bridge or the Dock of any Hazardous Substances or Toxic Material in violation of any Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, taxes and expenses (including litigation costs and reasonable attorneys' fees) resulting from the introduction of Hazardous Substances or Toxic Materials in the Premises in violation of applicable Environmental Laws by Landlord or Landlord's employees, agents or contractors. Landlord's indemnification obligations set forth in this Section 10(b) shall survive the expiration or earlier termination of this Lease.

(c) Complete Agreement. This Section 10 constitutes the entire agreement of Landlord and Tenant regarding Hazardous Substances or Toxic Materials.

11. Programs and Activities. Prices charged by the Tenant or Manager to public participants for the Programs and Activities in the Park must be comparable and competitive with (or lower than) those generally charged in the Puget Sound area for similar Programs and Activities in city parks. For at least the first twelve (12) months following the Effective Date of this Agreement, the participant costs and

fees for those rowing programs and services offered by Tenant shall be as specified in Exhibit D, Participant Costs. Additionally, Programs offered by the Tenant shall include discounted/free scholarships, on a first-come, first-served basis, to families who whose household income is at or below the King County median household income level. The scholarships will be available throughout the Term of this Lease. In its brochures and marketing materials, Tenant shall advertise and make the scholarships known to potential participants.

12. Maintenance and Repair Obligations.

(a) Landlord's Maintenance Obligations. Landlord shall maintain the exterior of the Building, including the foundation, exterior walls and roof, the public bathrooms, and the hardscape of the Staging Area and the parking areas, in good condition and repair, including, but not limited to, repairing, replacing (subject to Section 18, below), and restoring the components of the same when necessary. Landlord shall be responsible for janitorial services in the public bathrooms. In addition, Landlord shall maintain and repair the Park, including the boardwalk, paths, the Bridge, Dock, and parking areas, to City standards, and shall be responsible for all ground maintenance and trash removal.

(b) Tenant's Maintenance Obligations. Tenant shall maintain or cause the Manager to maintain the Facility in good order and condition at all times during the Term, and shall maintain, repair and replace (when necessary) the interior portions of the Building, including, (a) the systems exclusively serving the Building, including, without limitation; electricity for lighting and power usage, sewer, security system, mechanical, cooling, heating and ventilation (including the related equipment located outside the Premises), (b) Tenant's personal property, trade fixtures, furniture, and equipment (collectively, "**Tenant's Personal Property**"), (c) the windows, plate glass, and doors and entryways to the Building, and (d) any Alterations (as defined in Section 16), made by Tenant.

13. Assignment, Subletting, and Management.

(a) Landlord's Consent Required. Tenant shall not (i) assign or otherwise transfer this Lease or the leasehold estate hereby granted; or (ii) sublet all or part of the Premises; or (iii) permit any business to be operated in or from the Premises by any concessionaire or licensee other than those Programs and Activities permitted to be conducted by the Manager pursuant to the Management Agreement (each of the foregoing being hereinafter referred to as a "**Transfer**"), without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion. Further, Tenant shall not enter into a Management Agreement with any party other than GPRF, or a Community Partner mutually agreed to by the Parties, it being understood that it is the intention of the Parties to have a third-party serve as Manager during the Term. Landlord's consent shall not be unreasonably withheld to replacement of a Manager if the Manager: (x) fails to cure a material default under the Management Agreement within any applicable cure period set forth therein; (y) dissolves, becomes insolvent or seeks bankruptcy protection; or (z) declines to extend the Management Agreement after the initial 5-year Term

(b) Governing Provisions. If Tenant desires to effect any such Transfer, it shall send its written request to Landlord (the "**Transfer Request**") at least sixty (60) days prior to the effective date of the proposed Transfer. The Transfer Request shall identify the proposed assignee, subtenant, or management licensee (a "**Transferee**"). As a condition to Landlord's consideration of any proposed Transfer, Tenant shall not be in Default under this Lease, either at the time of delivery of the Transfer Request Tenant shall pay to Landlord all legal fees and any other out-of-pocket expenses incurred by Landlord in evaluating any such proposed Transfer, up to \$2,500 per proposed Transfer. In addition, as a condition to Landlord's consideration of a change in the Manager, Tenant shall deliver to Landlord with its Transfer Request, for its review and approval prior to execution, the proposed form of Management Agreement with the proposed replacement Manager. A Transfer to which Landlord consents is referred

to in this Lease as an “**Approved Transfer**” and the subject assignee, subtenant, or management licensee is an “**Approved Transferee**.”

14. Utilities. Landlord shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Premises. Landlord shall not be liable for any interruption or failure in the supply of any such utilities to the Premises, but Landlord shall use commercially reasonable efforts to cause such utility service to be restored.

15. Surrender of Possession. Upon expiration or earlier termination of the Term of this Lease, or upon re-entry by Landlord (including any holdover period), Tenant shall at its expense: (1) remove Tenant’s Personal Property; (2) deliver the Premises to Landlord with any permitted Alterations (unless such Alterations required by Landlord to be removed by Tenant at the end of the Term) in a “broom-clean” and sanitary condition, reasonable wear and tear excepted; and (3) promptly and peacefully surrender the Premises. Any of Tenant’s Personal Property not removed by Tenant prior to the Expiration Date or sooner termination of this Lease shall, at Landlord’s option, either become Landlord’s property or may be disposed of or stored by Landlord at Tenant’s risk and expense.

16. Alterations.

(a) Consent Required. Except as set forth below, Tenant shall not make any improvements (including Tenant’s Improvements), alterations, changes or additions (collectively, “**Alterations**”) to the Building or any other portion of the Premises without Landlord’s prior written consent, which Landlord may grant or withhold in its sole discretion; *provided*, however, that Landlord shall not unreasonably withhold or delay its consent to interior, non-structural alterations to the Building which (i) do not affect any mechanical, plumbing, electrical or other utility system or equipment serving the building, (ii) are in conformity with all applicable Requirements, and (iii) cost \$100,000.00 or less in the aggregate per Alteration or related series of Alterations.

(b) Plans and Specifications. As a condition to Landlord’s consent, Tenant shall deliver to Landlord for its review complete plans and specifications for the proposed Alterations, together with any other information as Landlord may reasonably require in connection therewith. Upon completion of any approved Alterations, Tenant shall provide Landlord with as-built plans or a description describing said Alterations, as Landlord may direct. Landlord shall be entitled to inspect the Alterations at any time during the performance, and after completion, thereof, in order to determine whether the same are being or have been performed in accordance with its consent and specifications and all applicable Requirements. If required by Landlord, Tenant shall remove any such Alterations from the Premises upon the expiration or sooner termination of this Lease.

(c) Liens and Insolvency. Tenant shall keep the Premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Tenant and shall indemnify and hold Landlord harmless against the same.

17. Entry and Inspection. Landlord may enter the Premises at any time for the purpose of inspecting the Premises, and upon reasonable prior notice, may enter the Premises to make minor repairs or to perform such maintenance work as may be required under this Lease; provided, however, in the event of an emergency, Landlord may immediately enter the Premises under all circumstances without notice. Except in the event of an emergency, and provided that Tenant is open and operating from the Premises, Landlord shall notify Tenant in writing at least ten (10) days prior to the commencement of any alterations, construction or repairs that would have a material adverse effect on Tenant’s operations in the Premises and shall coordinate the performance and timing thereof with Tenant (with both Landlord and Tenant acting reasonably).

18. Damage or Destruction.

(a) Insured Damage and Repair to the Premises. If during the Term all or any portion of the Premises is damaged or destroyed by fire or other casualty (a “**Casualty**”) Tenant shall give immediate notice to Landlord. If this Lease is not terminated pursuant to subsection (b) below and the Casualty is covered by Landlord’s casualty insurance policy, Landlord shall promptly repair such damage and restore the Premises to substantially its condition existing immediately prior to such Casualty using a contractor selected by Landlord; *provided*, however, that unless Landlord so elects, Landlord shall have no responsibility for the repair or restoration of any Alterations made by Tenant.

(b) Termination by Landlord. If, in Landlord’s reasonable determination, the Premises are damaged or destroyed by any Casualty covered by Landlord’s casualty insurance policy to such an extent as to render the same untenantable in whole or substantial part, or to the extent of twenty-five percent (25%) or more of the replacement value of the Premises during the last twelve (12) months of the Term, or if the Landlord’s insurance proceeds are not sufficient to repair the damage, or the time needed to restore the Premises will exceed nine (9) months from the date of the Casualty, then Landlord may, at Landlord’s option, either (i) repair such damage as soon as reasonably possible, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease upon thirty (30) days’ prior written notice given to Tenant within ninety (90) days after the date of the Casualty, in which event this Lease shall terminate on the thirtieth (30th) day following such notice, as if such date were originally set forth as the termination date herein. If Landlord cancels or terminates this Lease pursuant to this Section 18(b) prior to the Commencement Date, Landlord shall refund the Construction Contribution to Tenant.

(c) Uninsured Damage. If during the Term the Premises are damaged and such damage was caused by a casualty not covered under Landlord’s casualty insurance policy, Landlord may, at its option, either (i) repair such damage as soon as reasonably possible at Landlord’s expense, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease upon thirty (30) days’ prior written notice given to Tenant within sixty (60) days after the date of occurrence of such damage, in which event this Lease shall terminate on the thirtieth (30th) day following such notice, as if such date were originally set forth as the termination date herein. If Landlord cancels or terminates this Lease pursuant to this Section 18(c) prior to the Commencement Date, Landlord shall refund the Construction Contribution to Tenant.

(d) All Other Damage and Repair. If any portion of the Facility or the improvements in the Park which is reasonably required for Tenant’s rowing program is damaged or destroyed, then during any period during the Term that by reason of such damage or destruction Tenant is unable to conduct its normal operations on a reasonable basis, Tenant shall not be obligated to operate or conduct Programs and Activities as required under this Lease until the damaged area has been restored.

(e) Tenant’s Restoration. In no event shall Landlord be responsible for repair or restoration of Tenant’s Personal Property or Alterations. Unless this Lease is terminated, Tenant shall, upon Landlord’s substantial completion of any repair or restoration hereunder, promptly repair and restore its Personal Property in the Facility, and, if desired by Tenant, any Alterations approved by Landlord.

19. Indemnification; Liability.

(a) Tenant Indemnity. Throughout the Term, Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Tenant’s use of Premises, Tenant’s the conduct of Tenant’s business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Landlord. It is further

specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Tenant and Landlord. The provisions of this section shall survive the expiration or termination of this Lease.

(b) Public Restrooms. Except to the extent caused by Tenant's or Manager's negligence or willful misconduct, or either of their agents, employees, contractors, or business invitees, Tenant shall have no responsibility or liability for any loss, damage, or expense in connection with the use of public bathrooms on the Premises.

(c) Survival. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.

20. Insurance.

(a) Tenant's Liability Insurance. Throughout the Term, Tenant at its own expense, shall keep and maintain in full force and effect, a policy of commercial general liability insurance on an occurrence form insuring Tenant's and Manager's activities upon, in or about the Premises, the Facility, and the Park against claims of bodily injury, death or property damage or loss with limits no less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate (per policy year) and shall include premises operations, products/completed operations, and a contractual liability endorsement covering Tenant's obligations under Section 19. In addition, Tenant shall, and its sole cost and expense, keep and maintain an umbrella liability insurance policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate. All such liability insurance shall name Landlord as an additional insured, using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage and shall be primary and noncontributory with any insurance carried by Landlord.

(b) Tenant's Property Insurance and Alterations. Throughout the Term, Tenant at its own expense, shall keep and maintain in full force and effect what is commonly referred to as "all risk" or "special form" coverage insurance or its equivalent (but excluding earthquake) on Tenant's Alterations and Tenant's Personal Property, in an amount not less than 90% replacement value thereof. In the event the property damage insurance known as of the date of this Lease as "special form" ceases to exist in the future, Tenant shall maintain that form of property damage insurance that provides coverage against the same causes of loss as "special form" property damage insurance does as of the date of this Lease, to the extent that such coverage is available.

(c) Tenant's Insurance Policy Requirements. All insurance required under this Section shall be with companies licensed to issue policies in the State of Washington and rated A- VIII or better in the current edition of Best's Insurance Guide. Tenant shall provide Landlord with written notice of any policy cancellation within two (2) business days of Tenant's receipt of such notice. Tenant shall deliver to Landlord prior to the Commencement Date, and no less frequently than annually thereafter, certificates evidencing the existence and amounts of insurance required in this Section. Landlord reserves the right to require reasonable additional coverage and increase limits as industry standards change. The insurance required to be carried pursuant to this Lease may be carried under policies of blanket insurance that may cover other liabilities and locations so long as the coverage required hereunder is not affected thereby; provided, however, in all other respects each of such policies shall comply with the provisions of this Section 20.

(d) Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Premises to take out and keep in force, at no expense to Landlord, (a) a policy of commercial general liability insurance naming Landlord as an additional insured and affording protection to the limit, for each occurrence, of not less than One Million Dollars (\$1,000,000); and (b) worker's

compensation or similar insurance in form and amounts required by law, or such other insurance or in such other amounts as is reasonably required by Landlord from time to time for contractors doing work in the Facility.

(e) Landlord's Property Insurance. Landlord shall require its contractor to carry builder's risk insurance during construction of the Building. Upon substantial completion of the Building, Landlord agrees to add the Building to the Landlord's property insurance schedule and insure the same for its replacement cost, subject to and in accordance with the provisions applicable to Landlord's membership in the Washington Cities Insurance Authority (WCIA) risk pool.

(f) Waiver of Subrogation. Notwithstanding any other term or provision hereof, Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Building or Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

21. Advertising. Throughout the Term, Landlord shall promote and advertise rowing classes, programs and events at least once yearly in Landlord's Newsletter, provided that the Landlord shall determine the timing and space allocated to such advertising in its sole discretion. Landlord shall also include a link on Landlord's website to Tenant and Manager's websites. From time to time Landlord may announce Tenant and Manager's programs, classes, and events through Landlord's various communications outlets.

(a) Tenant's Signage; Windows. Throughout the Term, Tenant shall have the right to place on the interior of any window in the Building, or any part of the interior of the Building visible from the exterior thereof, signs, notices or decorations, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to changes in City's sign code, Tenant may place one sign on the water (northern) side of the Park near the Dock. The sign shall be no more than five square feet in size and must meet City's sign code requirements. The look, content and location of the sign shall be approved in writing and in advance by the City Manager. The sign's location shall not interfere with public use and enjoyment of the Park. Also subject to changes in City's sign code, Tenant may also place one A-frame sign on the Park (not in the right-of-way) near and visible from NE 170th Street. Current City code (subject to change) allows an A-frame sign no larger than six square feet. The look, content and location of the A-frame sign shall be approved in writing and in advance by the City Manager. Tenant shall not place any other type of signage or advertisement of its use and activities on the Park without written permission from Landlord and, if such permission is granted, not until appropriate permits, licenses and approvals are obtained.

(b) Landlord's Signage. To maximize the use of the Dock for the launching of hand powered watercraft, City may post "No Fishing from Dock" signs. Tenant and its Manager, staff and coaches shall not monopolize the Dock or boat ramp and shall keep the Dock and boat ramp reasonably clear for other boats. Depending on usage and conflicts that may arise, City may adopt additional rules regarding use and public enjoyment of the dock and boat ramp.

22. Default.

(a) Tenant's Default. The occurrence of any one or more of the following events shall constitute a Default by Tenant:

(i) The failure by Tenant to make any payment or perform any monetary obligation constituting Rent or to pay any other monetary amount required to be paid by Tenant hereunder, within five (5) business days following written notice from Landlord that the same is past due.

(ii) The failure by Tenant to observe or perform any of its covenants and obligations within such notice and cure periods as may be set forth elsewhere in this Lease, including, without limitation, Section 9(d) hereof; or

(iii) The failure by Tenant to observe and perform any other covenant or obligation required hereunder within thirty (30) days of written notice of such failure; provided, however, that as to any default, which by its nature, cannot reasonably be cured within such 30-day period, Tenant shall not be deemed in default hereunder if it commences cure within such 30-day period and thereafter diligently prosecutes the cure to completion.

(b) Landlord's Remedies. In the event of any Default by Tenant, Landlord may elect to (i) cancel and terminate this Lease; (ii) to sue for all damages suffered by Landlord as a result of such Default; (iii) terminate Tenant's right to possession only without terminating the Lease; and/or (iii) pursue any other remedy available at law or equity. Upon any election by Landlord to terminate this Lease, then Tenant shall immediately (if it has not already done so), quit and surrender the Premises to Landlord as required herein.

(c) Landlord's Right to Perform. Notwithstanding anything herein contained to the contrary, if Tenant is in default in the performance of any of the terms or provisions of this Lease and if Landlord gives Tenant notice in writing of such default specifying the nature thereof, and if Tenant fails to cure such default within the time provided herein or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, shall be deemed to be Rent and shall be paid by Tenant within thirty (30) days invoice of the same.

(d) Landlord's Default. The following shall constitute a Default by Landlord: if Landlord fails to observe or perform any covenant or provision of this Lease to be performed or observed by Landlord, within thirty (30) days after written notice from Tenant specifically setting forth the nature of such failure; provided that respect to any such default that cannot reasonably be cured within thirty (30) days, the default shall not be deemed to be uncured if Landlord commences to cure within such 30-day period and diligently prosecutes the cure to completion.

(e) Tenant's Remedies. In the event of a Default by Landlord, Tenant shall have all remedies available at law or equity.

(f) Remedies Cumulative. Except as expressly set forth in this Lease, all rights and remedies of Landlord and Tenant herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law or equity.

23. Holdover. If the Premises are not surrendered to Landlord upon the Expiration Date or sooner termination of this Lease in the condition required hereunder, such holding over shall not be deemed to extend the term or renew this Lease, and Tenant shall be deemed a tenant-at-sufferance. In such event, Tenant shall pay Landlord additional Rent in the amount of \$35.00 per day until Tenant shall have vacated and surrendered the Premises to Landlord in the condition required hereunder, and shall indemnify, defend, and hold Landlord harmless from any claims, losses, and liabilities resulting from Tenant's holding over in the Premises in violation of this Lease.

24. Costs and Attorney's Fees. If Tenant or Landlord shall bring any action arising out of this Lease, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit, at trial and on appeal, and such attorneys' fees shall be deemed to have accrued on commencement of such action.

25. Non-Waiver. Waiver by Landlord or Tenant of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

26. Quiet Possession. Landlord warrants that so long as Tenant is not in default under this Lease beyond any applicable cure period, Tenant's quiet possession of the Premises shall not be disturbed by Landlord or others claiming through Landlord.

27. Landlord's Warranties and Covenants. Landlord represents, warrants and covenants as of the Effective Date and Commencement Date:

(a) Landlord's Title and Power to Lease. Landlord holds fee title to the Facility and has full right, power and authority to lease the Premises to Tenant. Landlord is not a party to any agreement or litigation that would constitute a default under this Lease.

(b) Authority. The person signing this Lease on behalf of Landlord is duly authorized to sign this Lease.

28. Tenant's Warranties and Covenants. Tenant and the person(s) executing and delivering this Lease on Tenant's behalf each represent and warrant that (a) they are duly authorized to so act; (b) that Tenant is duly organized and qualified to do business in the State of Washington, is in good standing under the laws of the State of Washington, and has the power and authority to enter into this Lease; and (c) that all action required to authorize Tenant to enter into this Lease and for such person(s) to execute into this Lease has been duly taken.

29. General.

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. Subject to the prohibitions against assignment, subletting, and other transfers, as set forth in Section 13, above, the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, administrators, successors, and assigns.

(c) Entire Agreement; Exhibits. This Lease and the Exhibits attached hereto contain all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises and other matters set forth in this Lease. The following Exhibits are an integral part of this Lease and are incorporated herein by this reference:

Exhibit A	-	Site Plan for the Facility
Exhibit A-1	-	Legal Description of the Park
Exhibit B	-	Plans and Specifications
Exhibit C	-	Form of Management Agreement
Exhibit D	-	Participant Cost for the First 12 Months

No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Force Majeure. Time periods for performance under any provisions of this Lease shall be extended for periods of time during which such performance is prevented due to circumstances beyond the performing party's control, including without limitation, terrorist attacks, strikes, embargoes, shortages of labor or materials, pandemics, governmental regulations and delays, acts of God, war or other strife ("**Force Majeure**"); provided, however, that, (i) there shall be no such extensions of time for any provision of this Lease requiring the payment of money including, but not limited to, Rent, and (ii) there shall be no extension until Landlord or Tenant, as applicable, has received notice of the events upon which the other party is asserting have constituted a Force Majeure (provided that the party claiming the Force Majeure shall not be required to deliver notice thereof at the time the same commences) and notice when such Force Majeure events have ceased (which notice may be delivered upon the cessation of such Force Majeure events).

(f) Waiver of Jury Trial. THE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANYWAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF THE PARTIES AS LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

(g) Governing Law; Venue; Jurisdiction. This Lease shall be governed by and construed in accordance with the laws of the State of Washington. Landlord and Tenant hereby irrevocably agree that any legal action or proceeding arising out of or relating to this Lease shall only be brought in the Superior Court of King County, Washington. By execution and delivery of this Lease, Landlord and Tenant hereby irrevocably accept and submit generally and unconditionally to the jurisdiction of such court, and hereby waive any defenses based on jurisdiction, venue or forum non-conveniens.

(h) Notices. All notices, requests, demands, approvals, consents, or other communications required or permitted hereunder or required by law shall be in writing and given by personal delivery, or by mailing the same, certified U.S. mail, return receipt requested, postage prepaid, or by a reliable overnight courier service providing for delivery against receipt (such as Federal Express), postage or delivery charges prepaid, at the addresses set forth below, and the same shall be deemed given upon receipt or upon first attempted delivery thereof, in the case of notices personally delivered or sent by overnight courier service, or upon the third business day following mailing by U.S. mail, as aforesaid. The addresses set forth below may be changed or supplemented by notice given by such party to the other in accordance with this Section 29(h).

To Landlord:	City of Kenmore Attn: City Manager 18120 68 th Avenue NE Kenmore, WA 98028 Email: rKarlinsky@kenmorewa.gov Phone: (425) 398-8900
--------------	--

With a copy to: Inslee Best Doezie & Ryder
Attn: Dawn F. Reitan
10900 NE 4th Street, Suite 1500
Bellevue, WA 98004
Email: dreitan@insleebest.com
Phone: (425) 455-1234

To Tenant: Northshore School District
Support Services Center
22105 23rd Dr. S.E.
Bothell, WA 98021-4409
Attn: Dr. Joseph Paperman, Chief Operating Officer
Email: jpaperman@nsd.org
Phone: 425-408-7806

With a copy to: Perkins Coie LLP
1201 Third Ave., Suite 4900
Seattle, WA 98101-3099
Attn: Serena Carlsen
Email: SCarlsen@perkinscoie.com
Phone: 206-359-3324

(i) Time of the Essence. Time is of the essence as to the dates and timeframes set forth in this Lease.

(j) No Partnership. Nothing herein contained shall be construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being agreed that no provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of landlord and tenant, or cause Landlord to be responsible in any way for any acts, debts or obligations of Tenant.

(k) No Offer. The submission of an unsigned copy of this document to Tenant shall not constitute an offer or option to lease the Premises. This Lease shall become effective and binding only upon execution and delivery by both Landlord and Tenant.

(l) Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, Landlord hereby assures that no business or person shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under Landlord's programs, activities, or services. In addition, the selected organization, with regard to the work performed during the contract, shall affirmatively support non-discrimination practices, including in the selection and retention of subcontractors and in the procurement of material and equipment.

(m) Business Day Defined. Any reference to "business day" means any day that is not a Saturday or Sunday on which commercial banks are generally open for business in the state in which the Premises is located.

(n) Recordation. Tenant shall not record this Lease or any short form memorandum hereof without Landlord's prior written consent.

(o) Counterparts. This Lease may be executed in counterparts, and each of such executed counterparts, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease.

LANDLORD:

City of Kenmore,
a Washington municipal corporation

By: RJK
Name: City Manager Rob Karlinsg
Title: City Manager

TENANT:

Northshore School District,
a Washington School District

By: MCR
Name: Michelle C. Royal
Title: Superintendent

LANDLORD

STATE OF Wash.)
COUNTY OF King) ss.

On this 4th day of Feb., 2021, before me, a Notary Public in and for the State of Washington, personally appeared Rob Rarlinson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City manager of the City of Kenmore, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Nancy Meehan
Signature of Notary Public
Nancy Meehan
(Print Name)

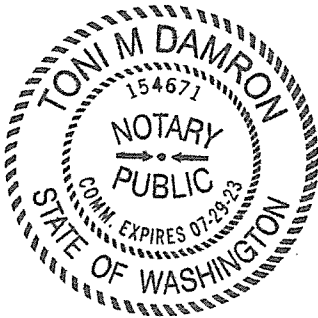
NOTARY PUBLIC in and for the State
of Washington, residing at Woodinville
My appointment expires 3/3/22

TENANT

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 28th day of January, 2021, before me, a Notary Public in and for the State of Washington, personally appeared Dr. Michelle Reid, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Superintendent of Northshore School District to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




Signature of Notary Public
Toni M. Damron
(Print Name)
NOTARY PUBLIC in and for the State
of Washington, residing at Bethell WA
My appointment expires 07/29/2023

EXHIBIT A

SITE PLAN

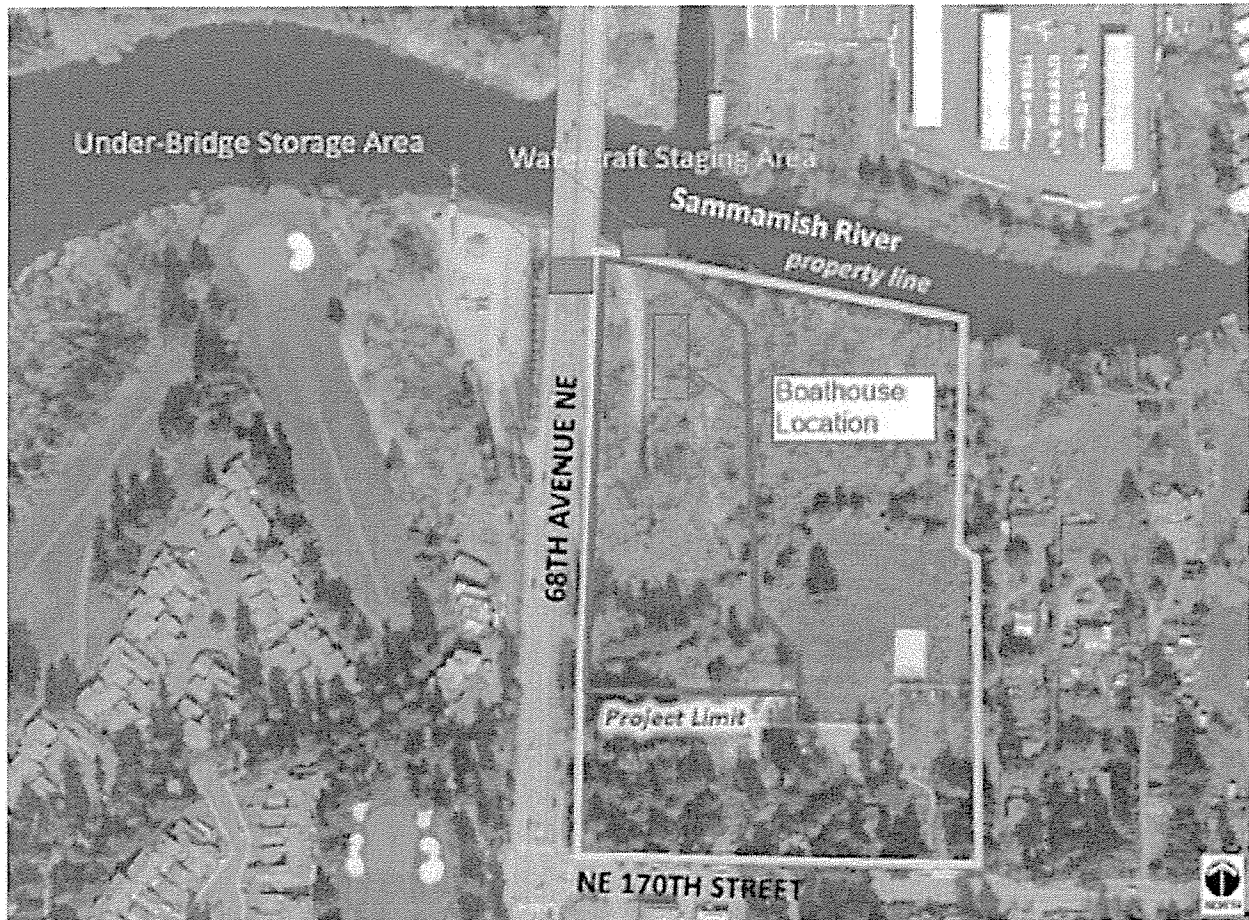


EXHIBIT A-1

LEGAL DESCRIPTION OF PARK

THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,350 FEET NORTH AND 30 FEET EAST OF THE S.W. CORNER OF SAID SECTION 12;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 628.12 FEET;
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT;
THENCE WESTERLY ALONG SAID NORTHERLY LINE TO A POINT 30 FEET EAST OF THE WEST LINE OF SAID SECTION;
THENCE SOUTH TO THE POINT OF BEGINNING;

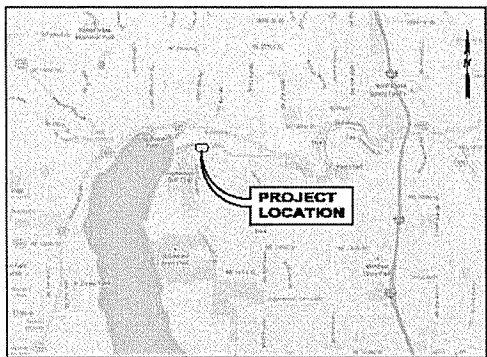
TOGETHER WITH SECOND CLASS SHORE LANDS ADJOINING AND LYING BETWEEN THE EAST AND WEST LINES OF THE ABOVE DESCRIBED TRACT OF LAND PRODUCED NORTH (BEING KNOWN AS TRACTS 42 & 43, THE MOORLANDS, ACCORDING TO THE UNRECORDED PLAT THEREOF);

TOGETHER WITH WATER RIGHTS AS DESCRIBED IN CERTIFICATE OF WATER RIGHT ISSUED BY THE STATE OF WASHINGTON ON NOVEMBER 10, 1930.

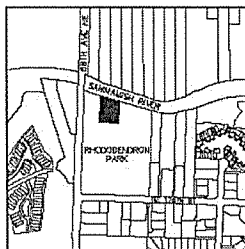
EXHIBIT B
PLANS AND SPECIFICATIONS

CITY OF KENMORE

KENMORE BOATHOUSE



VICINITY MAP
N.T.S.



LOCATION
N.T.S.



OWNER:

CITY OF KENMORE
18120 45TH AVE NE
KENMORE, WA 98024
CONTACT: ROB SAYRE-NECORD
(425) 991-6182

ARCHITECT:

J3 ARCHITECTS, LLC
17102 88TH AVE NE, SUITE 100
HUNTSVILLE, WA 98038
(425) 343-0388

CIVIL ENGINEER:

OSBORN CONSULTING, INC.
1800 112TH AVE NE, SUITE 220-E
BELLEVUE, WA 98004
(425) 451-4000

STRUCTURAL ENGINEERS:

DMITRIY ENGINEERS
402 - 112TH AVE NE, SUITE 120
BELLEVUE, WA 98004
(425) 453-8488

DOYLE ENGINEERS INC.
1009 MARKET ST
KIRKLAND, WA 98033
(425) 823-8700

ENVIRONMENTAL

CONSULTANT:

NORTHWEST ENVIRONMENTAL CONSULTING, LLC
3836 PALATINE AVE N
SEATTLE, WA 98103
(206) 434-8192

SURVEYOR:

AMS SURVEY & MAPPING
15241 NE 80TH ST
REDMOND, WA 98052
(425) 823-8700

SUPPLEMENTAL SURVEY BY
GUSSE HARTMAN &
ASSOCIATES, INC. (CHA)
ON JANUARY 2017
(425) 463-5255

ACCEPTED BY:

CITY OF KENMORE

DATE



Know what's below.
Call before you dig.

SHEET INDEX

SHEET #	SHEET TITLE	SHEET DESCRIPTION
BASE PLAN		
1	0000	COVER SHEET
2	0001	GENERAL NOTES
3	0001	TS&O PLAN
4	0002	TS&C PLAN
5	0003	TS&C DETAILS
6	0100	SITE PREPARATION PLAN
7	0101	SITE PREPARATION PLAN
8	0110	SITE IMPROVEMENT PLAN
9	0111	SITE IMPROVEMENT PLAN
10	0120	UTILITY PLAN
11	0121	UTILITY PLAN
12	0130	RESTORATION PLAN
13	0131	RESTORATION PLAN
14	0301	PLANTING DETAILS
15	A001	BUILDING GENERAL NOTES AND SCHEDULES
16	A101	FIRST FLOOR PLAN
17	A102	SECOND FLOOR PLAN
18	A103	FIRST FLOOR REFLECTED CEILING PLAN
19	A104	SECOND FLOOR REFLECTED CEILING PLAN
20	A105	ROOF PLAN
21	A201	EXTERIOR ELEVATIONS
22	A302	BUILDING SECTIONS
23	A303	RIVERBANK ELEVATIONS
24	A301	BUILDING DETAILS
25	A302	BUILDING DETAILS
26	3001	STRUCTURAL GENERAL NOTES - 1
27	3002	STRUCTURAL GENERAL NOTES - 2
28	3101	FOUNDATION PLAN AND ELEVATION
29	3301	VEGETATION AND DETAILS
ADDITIVE ALTERNATE #1 (NOT AWARDED)		
30	1-A001	NOT USED
31	1-A101	NOT USED
32	1-A103	NOT USED
33	1-A105	NOT USED
34	1-A301	NOT USED
35	1-A302	NOT USED
36	1-A303	NOT USED
ADDITIVE ALTERNATE #2 (NOT AWARDED)		
37	2-S001	NOT USED
38	2-S002	NOT USED
39	2-S101	NOT USED
40	2-S301	NOT USED

ISSUED FOR CONSTRUCTION



DESIGNED BY
J30
DRAWN BY
J30
CHECKED BY
J30
OSBORN CONSULTING, INC.
1800 112th Ave. NE, Suite 220E Ph (425) 451-4000
Bellevue, WA 98004 Fax (206) 391-8217

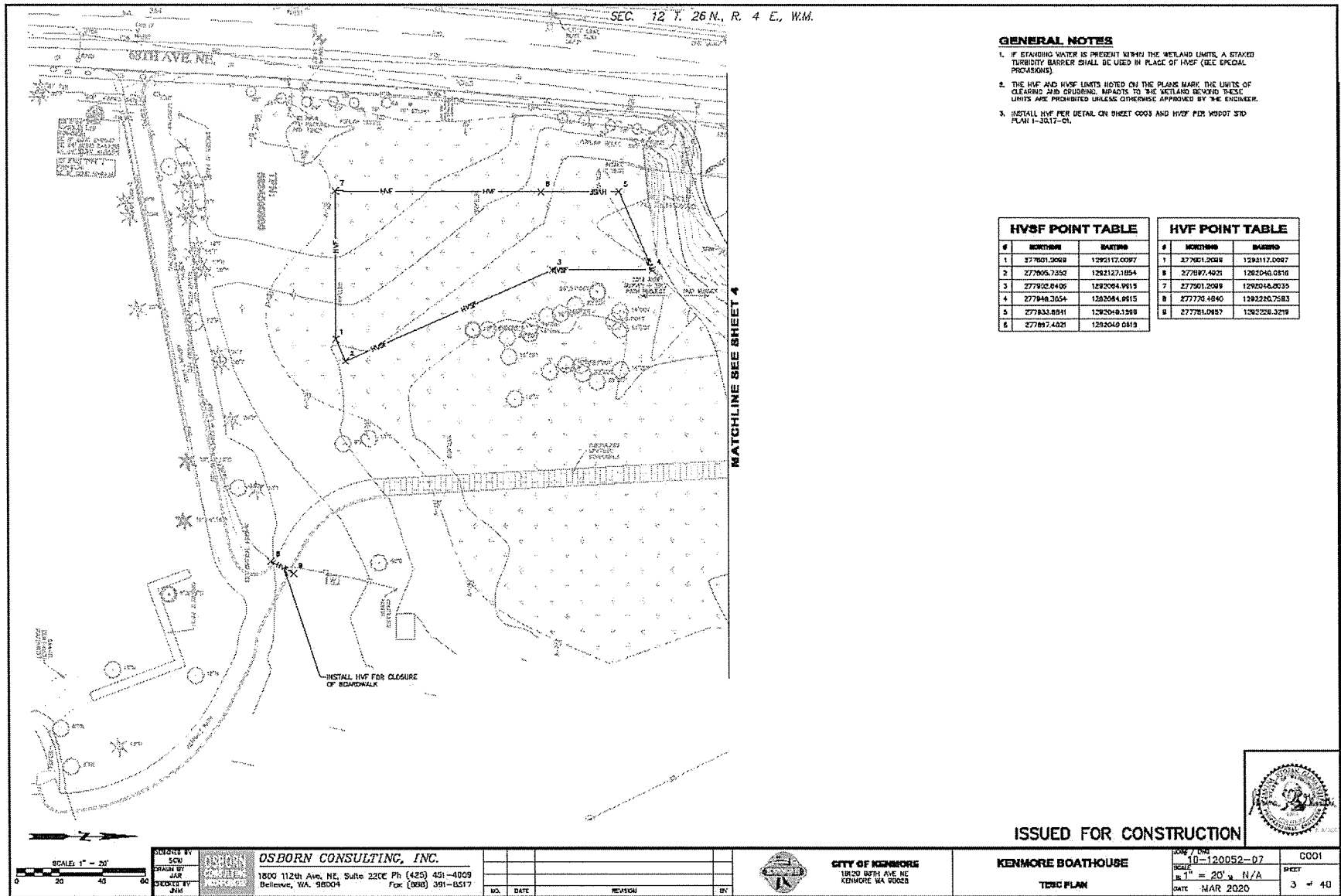
REV.	DATE	REVISION	BY

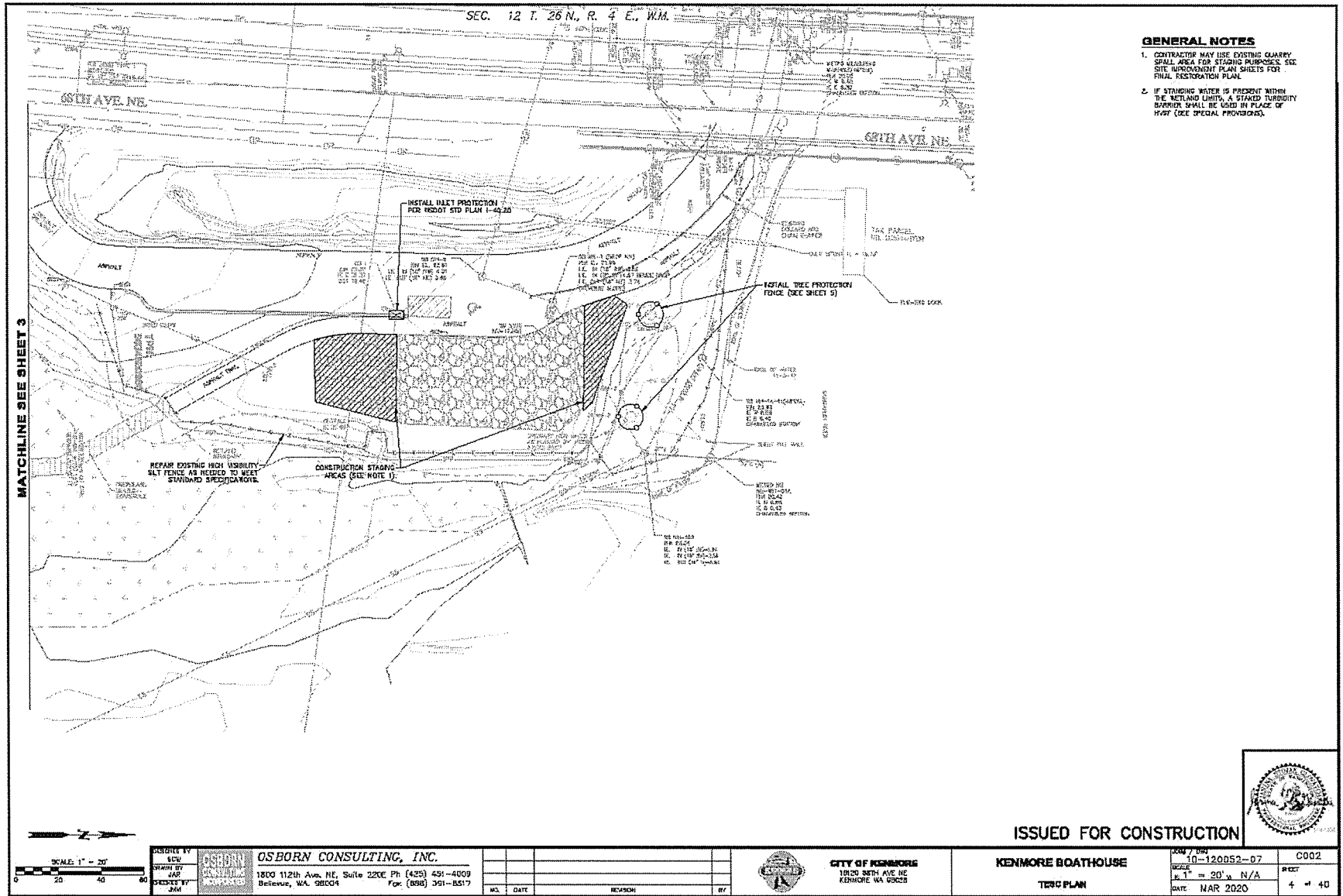


CITY OF KENMORE
18120 45TH AVE NE
KENMORE, WA 98024

KENMORE BOATHOUSE
COVER SHEET

DATE 7/20/20
10-170052-07
SCALE N/A - H/A
DATE MAR 2020
SHEET 1 of 40



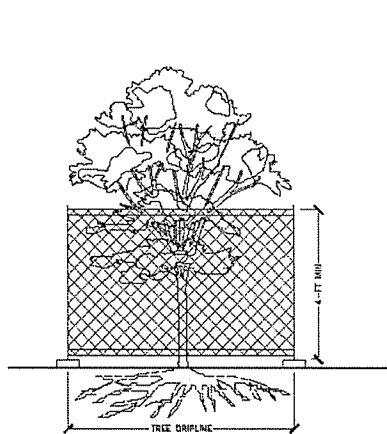


EROSION AND SEDIMENTATION CONTROL NOTES

1. APPROVAL OF THE EROSION AND SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT DESIGN (E.G. SIZE AND LOCATION OF ROADS, PIPES, RESTRICTIONS, CHANNELS, RETENTION FACILITIES, UTILITIES, ETC.).
2. THE IMPLEMENTATION OF THESE ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE APPLICANT/ESC SUPERVISOR UNTIL ALL CONSTRUCTION IS APPROVED.
3. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE SITE PREPARATION PLAN SHALL BE CLEARLY PLACED BY SURVEY TIME OR FENCING, IF REQUIRED, PRIOR TO CONSTRUCTION (REFER APPENDIX D). DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE CLEARING LIMITS SHALL BE MAINTAINED BY THE APPLICANT/ESC SUPERVISOR FOR THE DURATION OF CONSTRUCTION.
4. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES, SUCH AS CONSTRUCTED SLOPE, WASH SYSTEMS OR WASH PADS, MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN AND TRACK OUT TO ROAD RIGHT OF WAY DOES NOT OCCUR FOR THE DURATION OF THE PROJECT.
5. THE ESC FACILITIES SHOWN ON THE PLAN MUST BE CONSTRUCTED PRIOR TO OR IN CONJUNCTION WITH ALL CLEARING AND GRADING SO AS TO ENSURE THAT THE TRANSPORT OF SEDIMENT TO SURFACE WATERS, DRAINAGE SYSTEMS, AND ADJACENT PROPERTIES IS MINIMIZED.
6. THE ESC FACILITIES SHOWN ON THE PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND MODIFIED TO ACCOUNT FOR CHANGING SITE CONDITIONS (E.G. ADDITIONAL COVER MEASURES, ADDITIONAL SUMP PUMPS, RELOCATION OF DITCHES AND SILT FENCES, PERIMETER PROTECTION ETC.).
7. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/ESC SUPERVISOR AND MAINTAINED TO ENSURE CONTINUED PROPER FUNCTIONING. WRITTEN RECORDS SHALL BE KEPT OF WEEKLY REVIEWS OF THE ESC FACILITIES.
8. ANY AREAS OF EXPOSED SOILS, INCLUDING ROADWAY EXHUMATIONS, THAT WILL NOT BE DISTURBED FOR TWO DAYS DURING THE WET SEASON (OCT. 1 TO APR. 30) OR SEVEN DAYS DURING THE DRY SEASON (MAY 1 TO SEP. 30) SHALL BE IMMEDIATELY STABILIZED WITH THE APPROVED ESC COVER METHODS (E.G. SEEDING, MULCHING, PLASTIC COVERING, ETC.).
9. ANY AREA REQUIRING ESC MEASURES, NOT REQUIRING IMMEDIATE ATTENTION, SHALL BE ADDRESSED WITHIN SEVEN (7) DAYS.
10. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN 24 HOURS FOLLOWING A STORM EVENT.
11. AT NO TIME SHALL MORE THAN ONE (1) FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAIVING. THE CLEANING OPERATOR SHALL NOT FLUSH SEDIMENT-LOADED WATER INTO THE CONVEYANCE SYSTEM.
12. COVER MEASURES WILL BE APPLIED IN CONFORMANCE WITH APPENDIX D OF THE KOSHER.
13. PRIOR TO THE BEGINNING OF THE WET SEASON (OCT. 1), ALL DISTURBED AREAS SHALL BE REVIEWED TO DETERMINE WHICH ONES CAN BE SEEDED IN PREPARATION FOR THE WINTER PAIRS. DISTURBED AREAS SHALL BE SEEDED WITHIN ONE WEEK OF THE BEGINNING OF THE WET SEASON. A SKETCH MAP OF THOSE AREAS TO BE SEEDED AND THOSE AREAS TO REMAIN UNCOVERED SHALL BE SUBMITTED TO THE CITY INSPECTOR FOR REVIEW.
14. WHEN DOWNSPOURING IS NECESSARY, ALL WATERS SHALL BE FILTERED BY USING FILTER BAGS OR AN ALTERNATIVE MEASURE APPROVED BY THE CITY OF KENMORE. WATER MUST HAVE SEDIMENT REMOVED BEFORE BEING ALLOWED TO DISCHARGE TO THE CROSSLAND, WELAND, STREAM, OR OTHER. THE DISCHARGE SHALL BE DESIGNED SO THAT RETURNING WATERS DO NOT CAUSE EROSION, DOWNSPOURING AND PLUMBING FOR ALL CONSTRUCTION OPERATIONS WILL NOT BE MEASURED SEPARATELY FOR PAYMENT, BUT SHALL BE INCLUDED IN THE COST OF THE RELATED ITEM OF WORK REQUIRING THE DOWNSPOURING OPERATIONS. DOWNSPOURING WILL INCLUDE MEANS, METHODS, AND ALL MATERIALS AND EQUIPMENT TO DOWNSPOUR AND FILTER WATER BEFORE DISCHARGE.

EROSION AND SEDIMENT CONTROL RECOMMENDED CONSTRUCTION SEQUENCE

1. PRE-CONSTRUCTION MEETING FOR EROSION AND SEDIMENT CONTROL SEQUENCE (RECOMMENDED).
2. POST SIGN WITH NAME AND PHONE NUMBER OF ESC SUPERVISOR (MAY BE CONSOLIDATED WITH THE REQUIRED NOTICE OF CONSTRUCTION SIGN).
3. FLAG OR FENCE CLEARING LIMITS.
4. INSTALL CATCH BASIN PROTECTION IF REQUIRED.
5. GRADE AND INSTALL CONSTRUCTION ENTRANCE(S).
6. INSTALL PERIMETER PROTECTION (40% VISIBILITY FENCE, HIGH VISIBILITY SILT FENCE, ETC.).
7. GRADE AND INSTALL CONSTRUCTION ROADS.
8. MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH CITY OF KENMORE STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
9. RELOCATE EROSION CONTROL MEASURES OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE, THE EROSION AND SEDIMENT CONTROL IS ALWAYS IN ACCORDANCE WITH THE CITY'S EROSION AND SEDIMENT CONTROL STANDARDS.
10. COVER ALL AREAS THAT WILL BE UNWORKED FOR MORE THAN SEVEN DAYS DURING THE DRY SEASON OR TWO DAYS DURING THE WET SEASON WITH WOOD-FRAME STRAW, WOOD FIBER WADON, COMPOST, PLASTIC SHEETING OR EQUIVALENT.
11. STABILIZE ALL AREAS THAT REACH FINAL GRADE WITHIN SEVEN DAYS.
12. SEED OR SOED ANY AREAS TO REMAIN UNWORKED FOR MORE THAN 30 DAYS.
13. UPON COMPLETION OF THE PROJECT, ALL DISTURBED AREAS MUST BE STABILIZED AND SIGNS REMOVED.

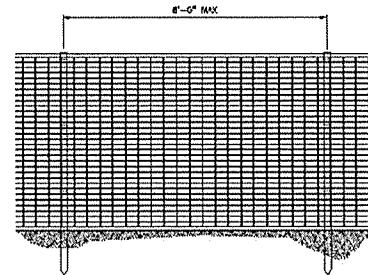
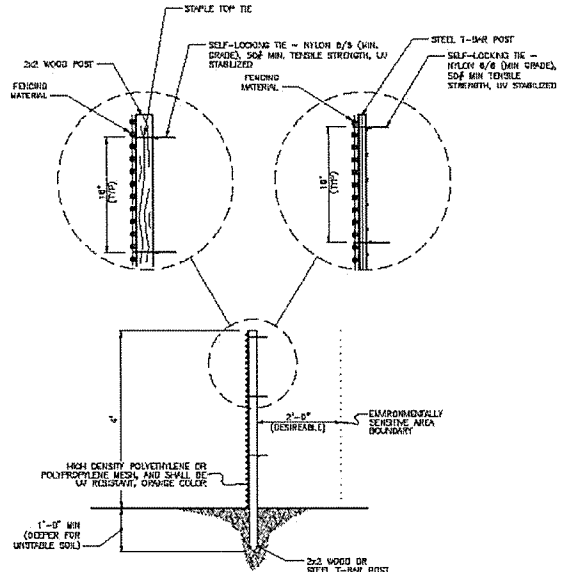


NOTES:

1. A MINIMUM 4'-FT. HIGH TEMPORARY TREE PROTECTION BARRIER MADE OF CHAIN LINK FENCE, POLYETHYLENE TANGULAR SAFETY FENCING, OR SIMILAR MATERIAL SHALL BE PLACED AT LOCATIONS SHOWN ON THE ESC PLAN. INSTALL FENCE POSTS USING PIPER BLOCKS ONLY EXCEPT WHERE SOIL CONDITIONS WILL NOT ALLOW FOR STABLE INSTALLATION. AVOID DRIVING ANY POSTS OR STAKES INTO MAJOR ROOTS.
2. INSTALL TREE PROTECTION AREA SIGNS ON FENCED TREE PROTECTION AREAS.
3. FOR ROOTS OVER 1-IN. DIA. THAT ARE DAMAGED DURING CONSTRUCTION, MAKE A CLEAN, STRAIGHT CUT TO REMOVE THE DAMAGED PORTION. ALL EXPOSED ROOTS SHALL BE TEMPORARILY COVERED WITH DAMP BURLAP TO PREVENT DRYING, AND SHALL BE COVERED WITH SOIL AS SOON AS POSSIBLE.
4. WORK WITHIN/AROUND PROTECTION FENCE SHALL BE DONE MANUALLY. NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MACHINERY SHALL BE ALLOWED WITHIN THE LIMIT OF THE FENCING.

TREE PROTECTION FENCE DETAIL

N.T.S.



HIGH VISIBILITY FENCE (HVF) DETAIL

N.T.S.

CONSTRUCTION ACCESS NOTES

1. THE CONTRACTOR MAY ACCESS THE PROJECT THROUGH THE ASPHALT ENTRANCE ON 80TH AVE NE ADJACENT TO THE BOATHOUSE SITE. THE CONTRACTOR MAY ACCESS THE RESTORATION PLANTING AREA FROM THE ASPHALT PATH ON 80TH AVE NE LOCATED SOUTH OF THE DENWAY.
2. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING ASPHALT DRIVEWAY, ROADWAY, AND ASPHALT PATH. IN THE EVENT THAT THE EXISTING PAVEMENT OR CURB IS DAMAGED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY DAMAGES TO EXISTING PROPERTY.
3. THE CONTRACTOR MAY STACK CONSTRUCTION MATERIALS ON-SITE IN THE AREA DESIGNATED ON SHEET 0005.
4. THE KENMORE PARK FLOATING DOCK SHALL REMAIN ACCESSIBLE TO THE PUBLIC FROM THE KENMORE BOAT LAUNCH WEST OF 80TH AVE NE DURING CONSTRUCTION. THE CONTRACTOR MAY CLOSE THE ENTRANCE TO THE FUTURE BOATHOUSE AREA AT 80TH AVE NE.

ISSUED FOR CONSTRUCTION



DESIGNED BY
SITE
DRAWN BY
JAP
CHECKED BY
JAP
OSBORN CONSULTING, INC.
1800 112th Ave. NE, Suite 230C Ph (425) 451-4009
Bellevue, WA 98004 Fax (206) 391-5517

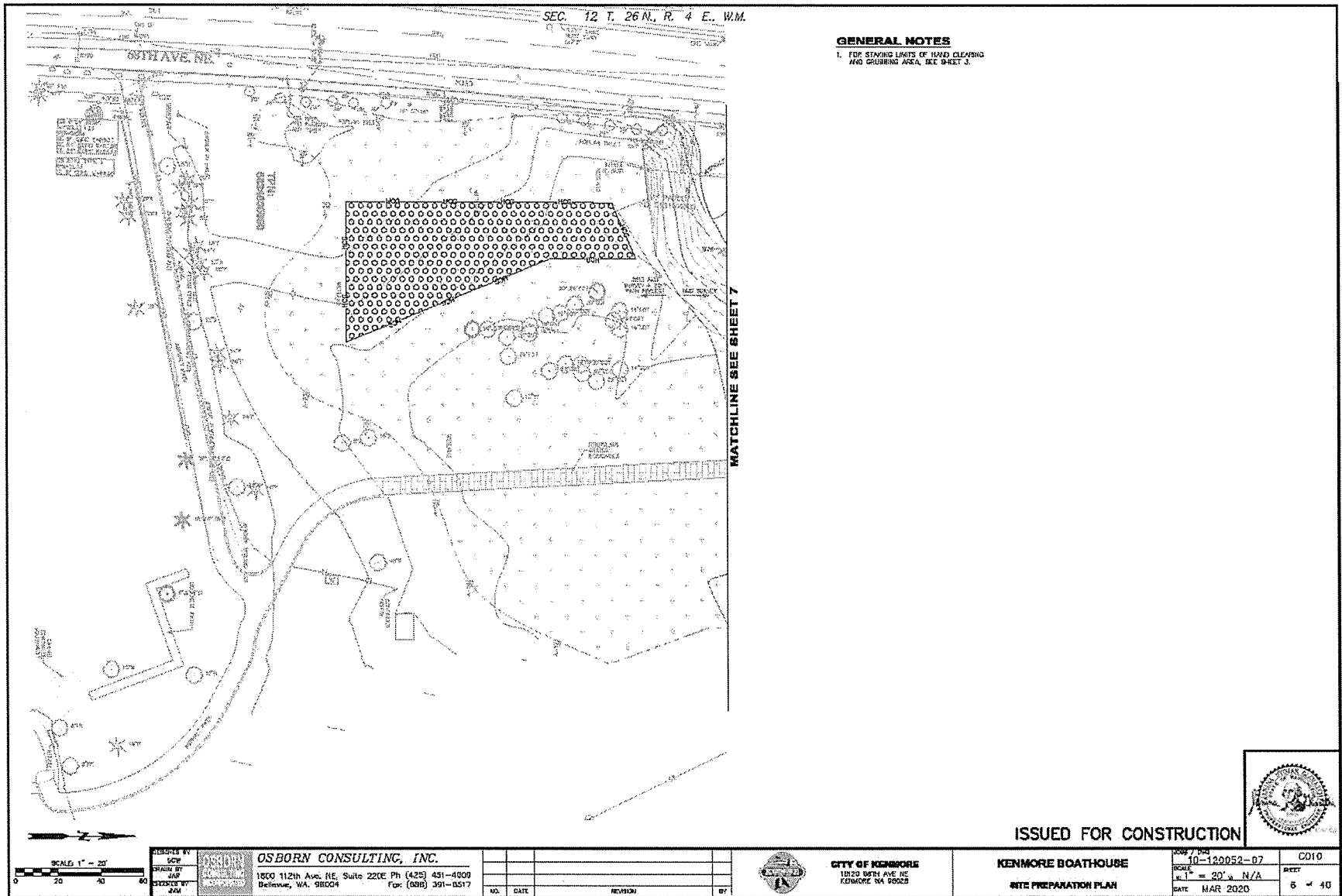
NO. DATE REVISION BY

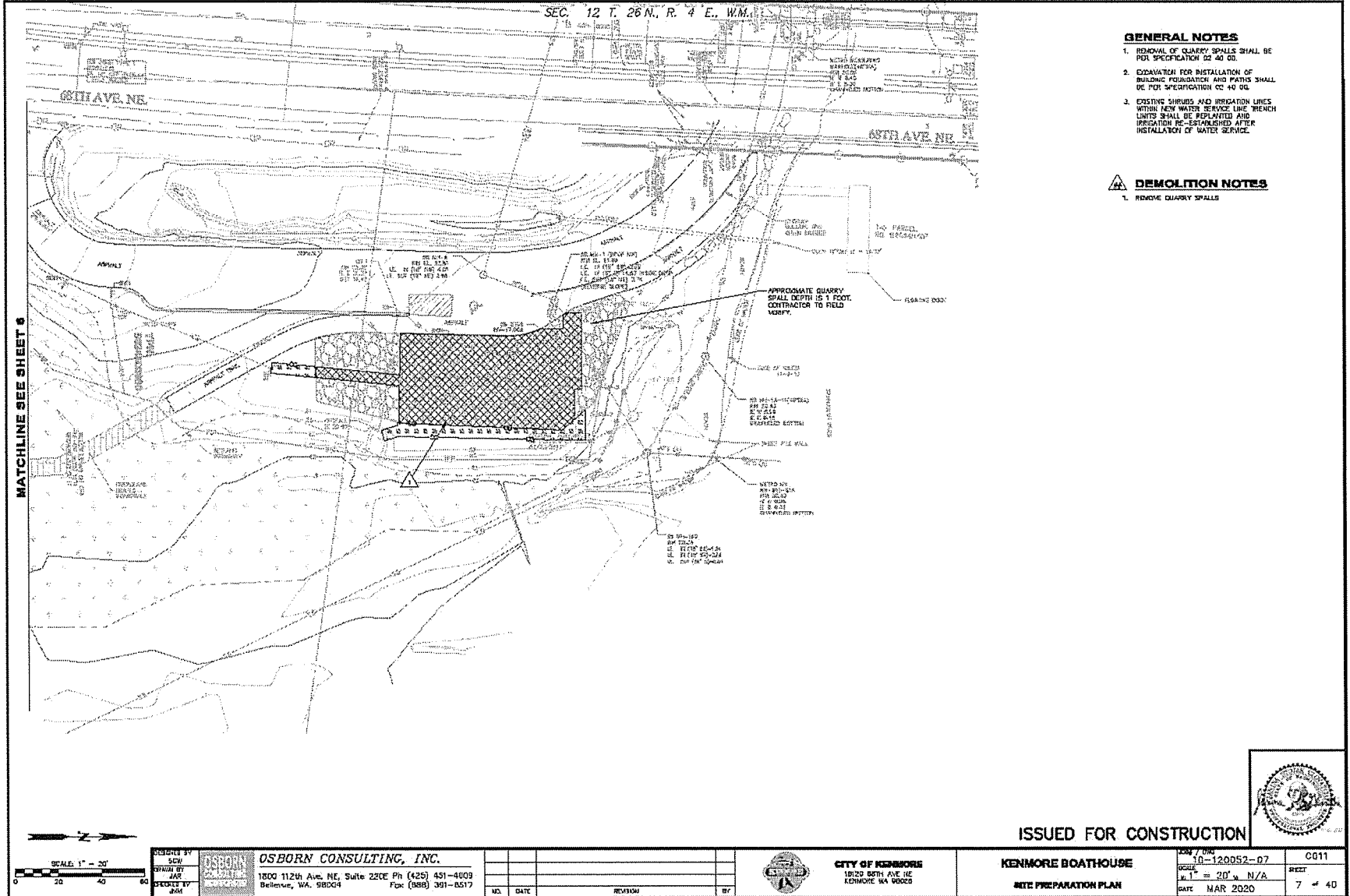


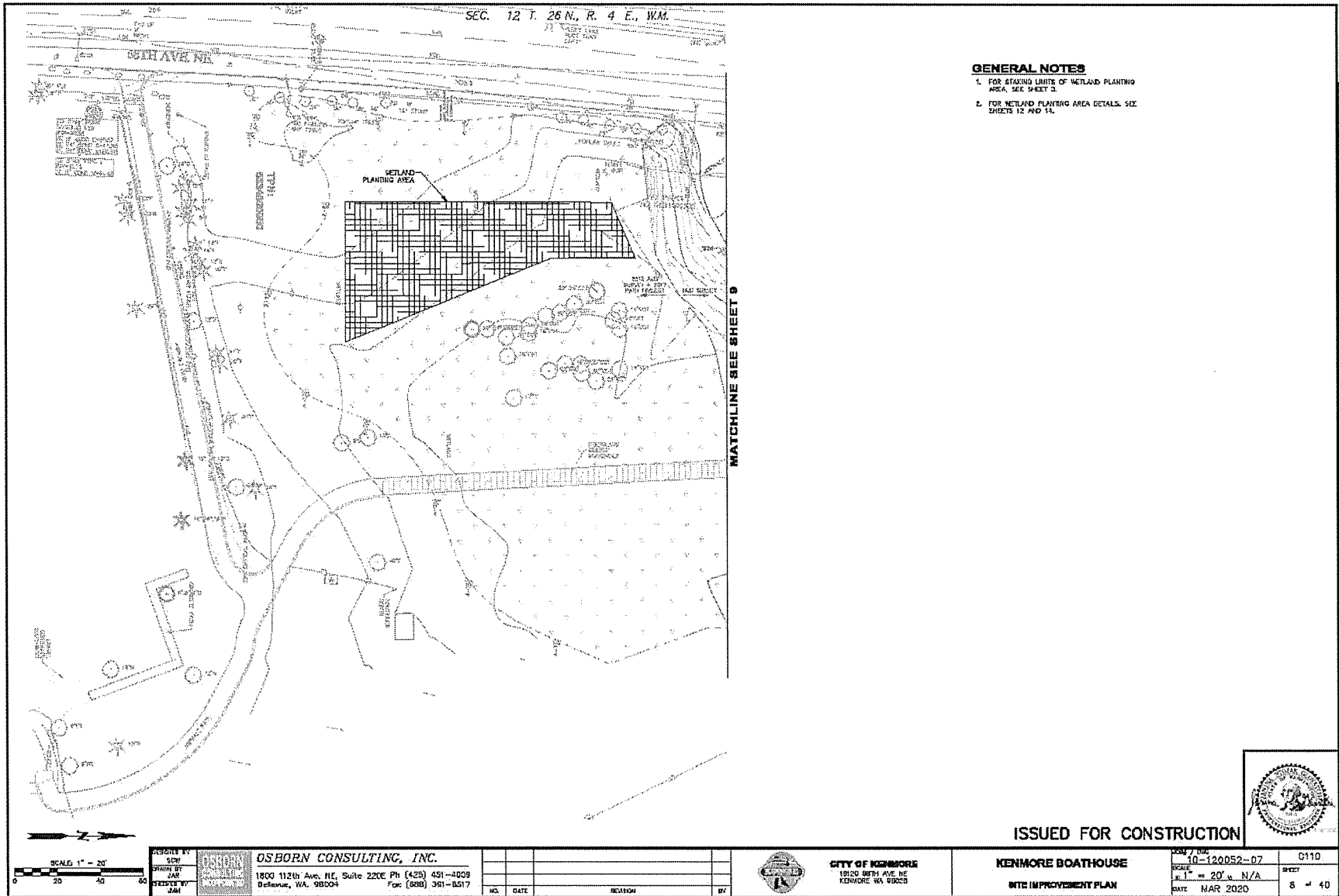
CITY OF KENMORE
10120 80TH AVE NE
KENMORE WA 98043

KENMORE BOATHOUSE
TECH DETAILS

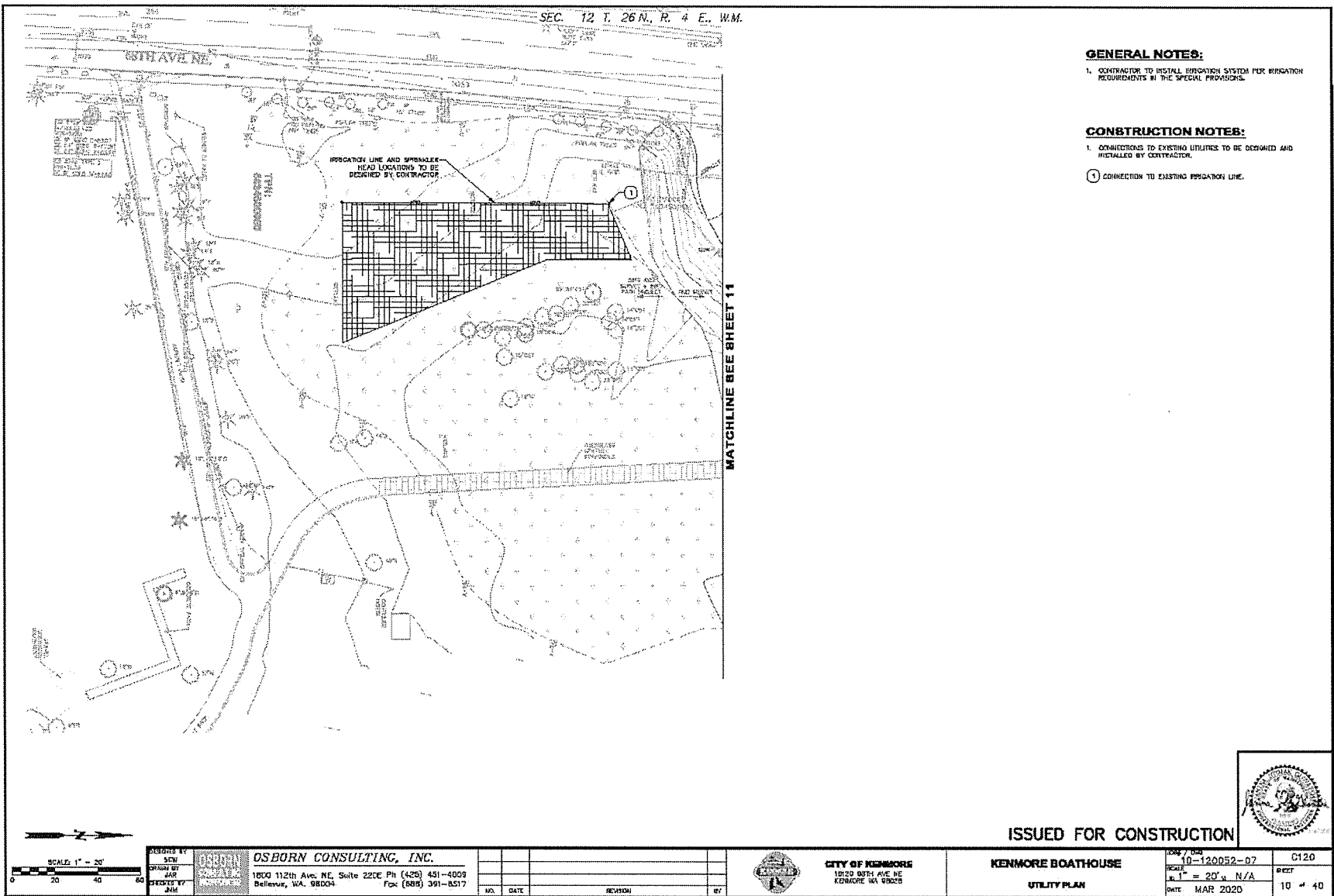
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SHEET
5 of 40

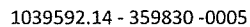


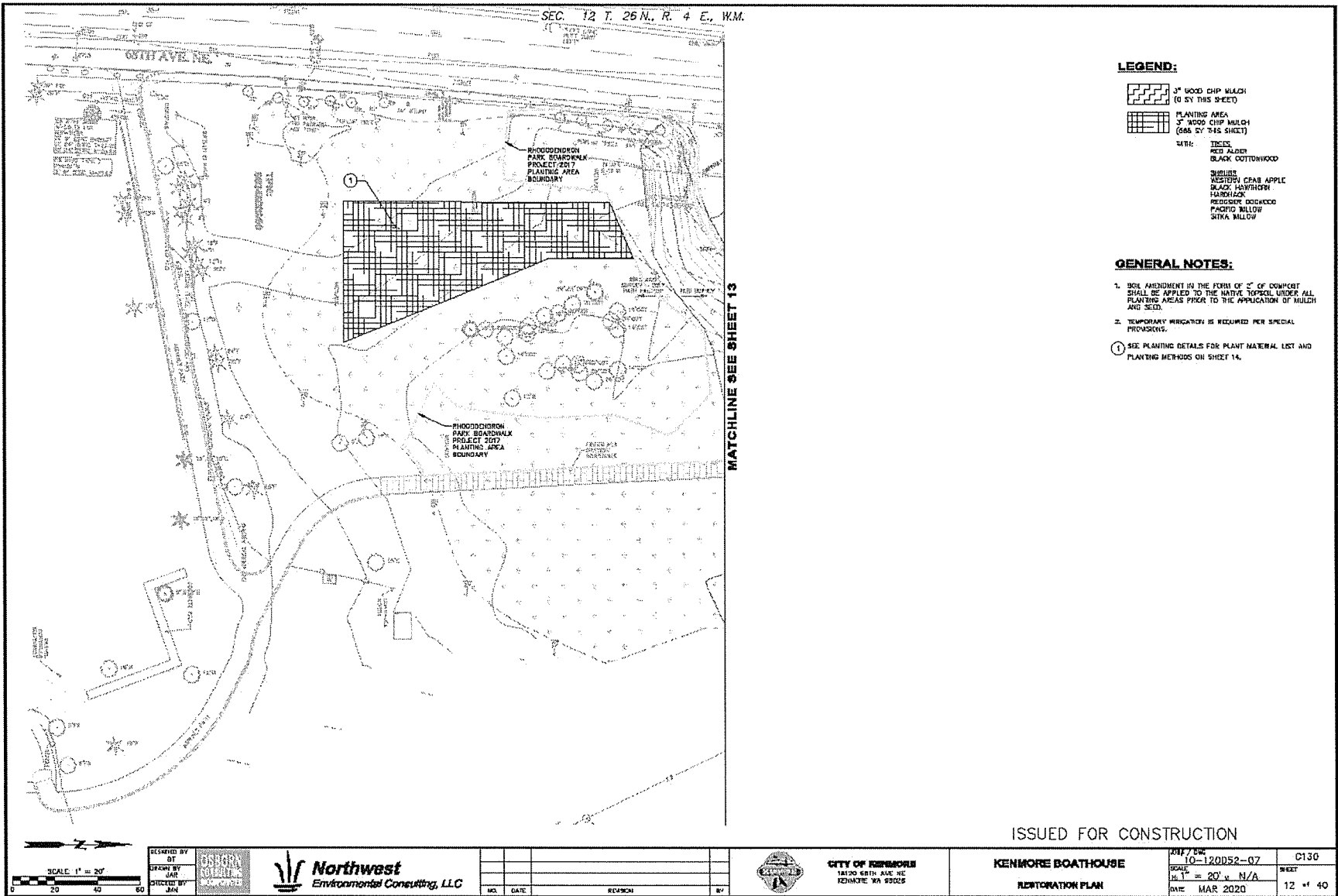


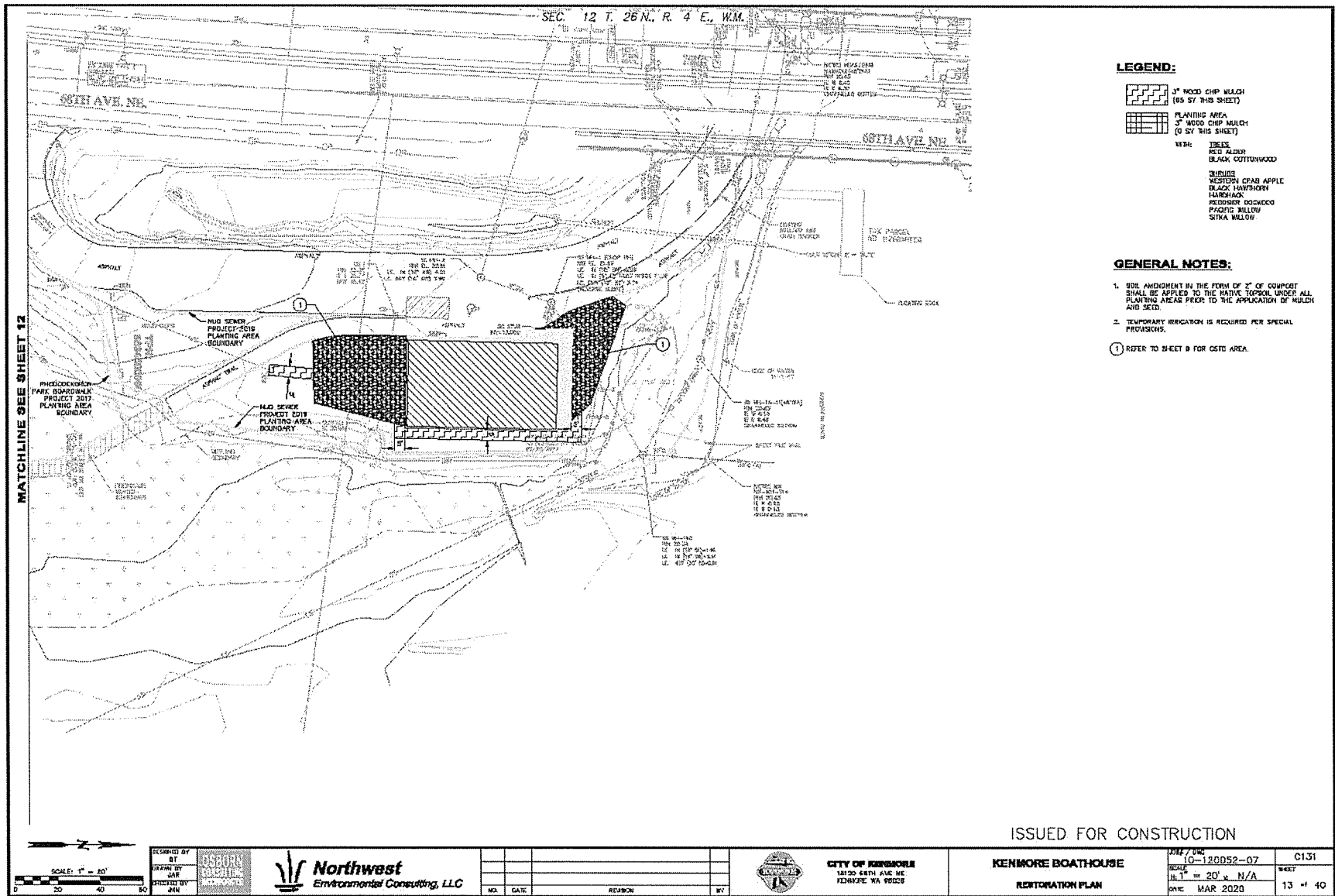


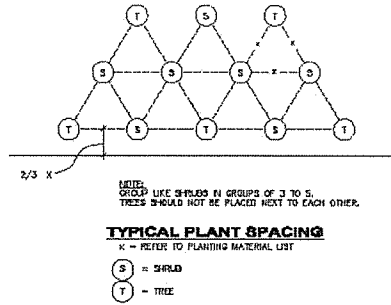




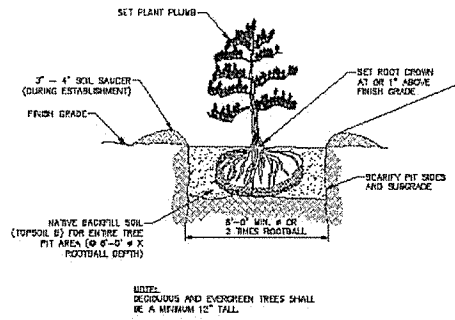




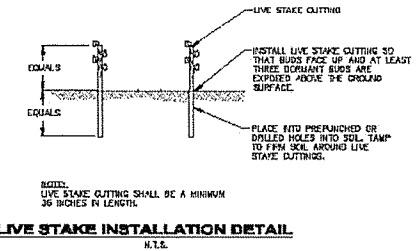




PLANTING MATERIAL LIST					
COMMON NAME	SCIENTIFIC NAME	TYPE	MIN. HEIGHT	SPACING	TOTAL QTY
TREES					
RED ALDER	ALNUS RUBRA	CONTAINER	18"	5'	25
BLACK COTTONWOOD	POPULUS BALSONIPERNA	CONTAINER	18"	5'	5
				TOTAL	30
SHRUBS					
WESTERN CRAB APPLE	MALUS FLORIDA	CONTAINER	12"	0'	5
BLACK HAWTHORN	CRATAEGUS DOUGLASSII	CONTAINER	12"	0'	3
HARDY HAZEL	SPYRADA DOUGLASSII	CONTAINER	12"	0'	10
REDOSIER DOGWOOD	CORNUS SERICEA	CONTAINER	12"	5'	25
PACIFIC WILLOW	SAULX LUCIDA	LIVE STAKE	38"	3'	75
BITKA WILLOW	SAULX SICHENSIS	LIVE STAKE	38"	3'	75
				TOTAL	195



DECIDUOUS AND EVERGREEN TREE AND SHRUB PLANTING
N.T.S.



GENERAL NOTES:

1. PLANTING AREA INCLUDES ENTIRE GROUND SURFACE REGARDLESS OF SURFACE COVER BETWEEN PLANTS.
2. VERIFY BI-WATER WORK RESTRICTIONS WITH THE CITY OF KENMORE PRIOR TO PLANTING.
3. INTERMIX PLANT SPECIES GROUPS FOR NATURAL APPEARANCE.
4. PLANT MATERIAL SHALL CONFORM TO ANONYMOUS STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014) FOR PLANT SIZE AND CONDITION FOR SPECIFIED MATERIAL.
5. PLANT MATERIAL SHALL BE LOCALLY GROWN (POINT SOURCE ROOTED) AND SHALL BE IN HEALTHY AND VIGOROUS GROWING CONDITION.
6. THE CONTRACTOR SHALL SUBMIT DOCUMENTATION SPECIFYING THE QUANTITY AND SPECIES OF PLANTS WITH NAMES OF SUPPLIERS, ADDRESSES, AND PHONE NUMBERS.
7. PLANTS WILL BE INSPECTED WHEN THEY ARRIVE ON SITE TO VERIFY THEY MEET NURSERY STOCK STANDARDS. THE INSPECTOR RESERVES THE RIGHT TO REFUSE ANY AND ALL MATERIAL IF IT IS DETERMINED THAT PLANT MATERIAL DOES NOT MEET SPECIFICATION.
8. SUBSTITUTIONS OF PLANT SPECIES OR SIZES MAY BE PERMITTED BASED ON PLANT AVAILABILITY, BUT ONLY WITH PRIOR APPROVAL BY THE MITIGATION CONSTRUCTION MONITOR.

PLANTING SEQUENCE:

1. MOW VEGETATION WITHIN CLEARING AND GRUBBING LIMITS. HAND CLEARING AND GRUBBING SHALL BE REQUIRED FOR PLANT ESTABLISHMENT WITHIN WETLAND LIMITS.
2. RE-SPROUTING BLACKBERRIES AND REED CANARY GRASS WILL BE TREATED WITH HERBICIDE AFTER MOWING 2 WEEKS AFTER RE-SPROUTING OF VEGETATION OCCURS WITH ROOTED OR OTHER APPROVED AQUATIC HERBICIDE.
3. SPREAD TWO INCHES OF COMPOST ACROSS THE PLANTING AREA.
4. FINE WOOD MULCH SHALL BE PLACED OVER PLANTING AREA TO A DEPTH OF THREE INCHES. THE SOIL SHALL BE NOT MOBILE THROUGH THE WOOD MULCH.
5. PLANT WITHIN PLANTING AREAS AS INDICATED IN THE PLANTING SCHEDULE. PULL BACK MULCH AND DIG A PLANT FOR EACH PLANT THAT IS TWICE THE SIZE OF THE ROOT BALL OR PLANT CONTAINER. REMOVE LARGE ROCKS AND OTHER DEBRIS INCLUDING ROOTS FROM PIT. SOAK PIT WITH WATER BEFORE PLANTING. DARK MULCH SHALL NOT BE USED TO BACK FILL THE PLANTING HOLE.
6. PULL BACK MULCH FROM PLANTINGS TO CREATE A MULCH RING AROUND PLANTS.
7. PLANTINGS SHALL BE WATERED THROUGHOUT THE SUMMER MONTHS.

DESIGNED BY
DT
DRAWN BY
JAN
CHECKED BY
JAN

Northwest
Environmental Consulting, LLC

NO. DATE REVISION BY

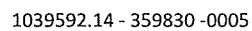


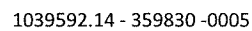
CITY OF KENMORE
1820 BATH AVE NE
KENMORE WA 98023

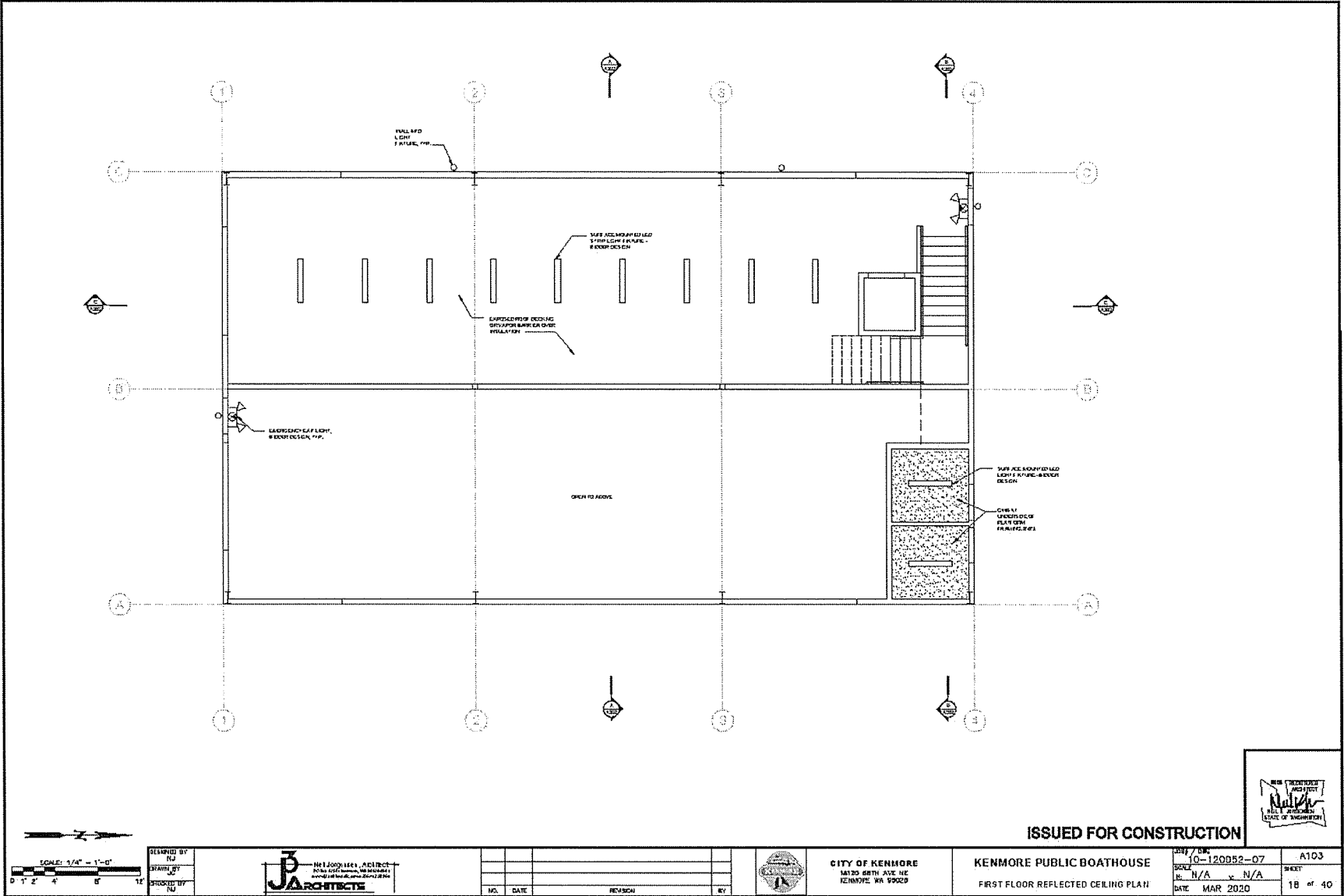
KENMORE BOATHOUSE
PLANTING DETAILS

DATE / SHEET
10-120052-07
N/A N/A
DATE MAR 2020
14 of 40

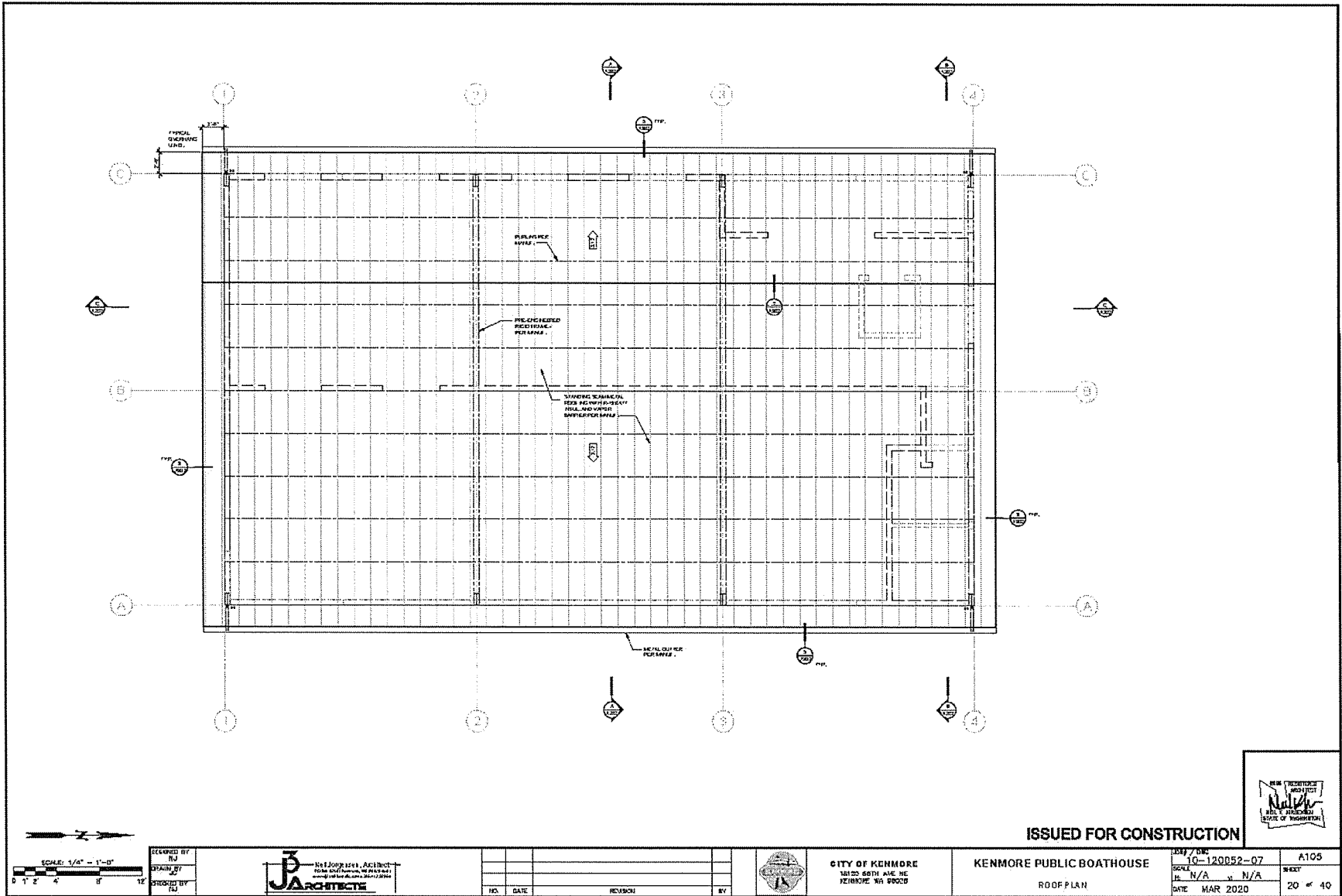
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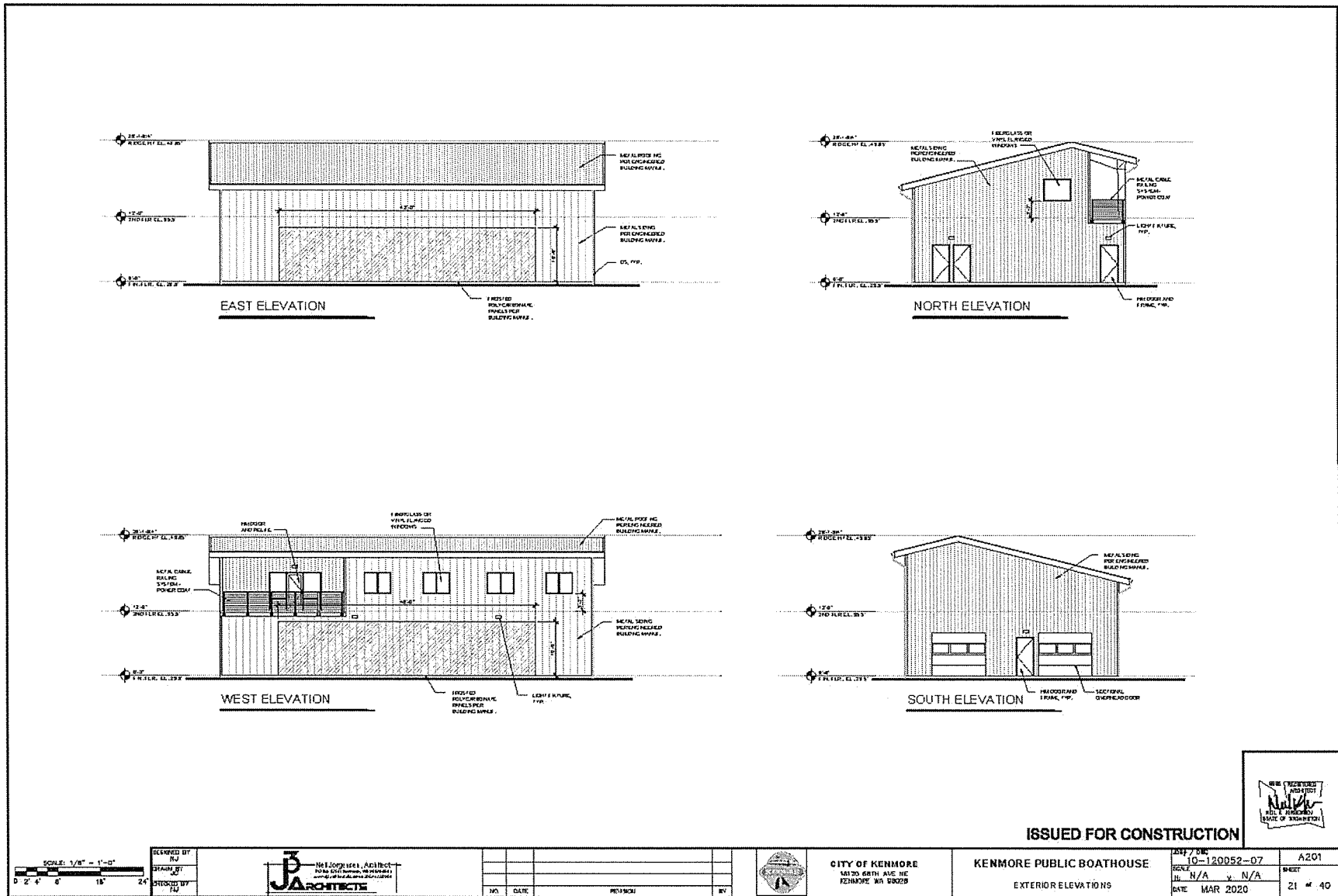


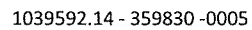


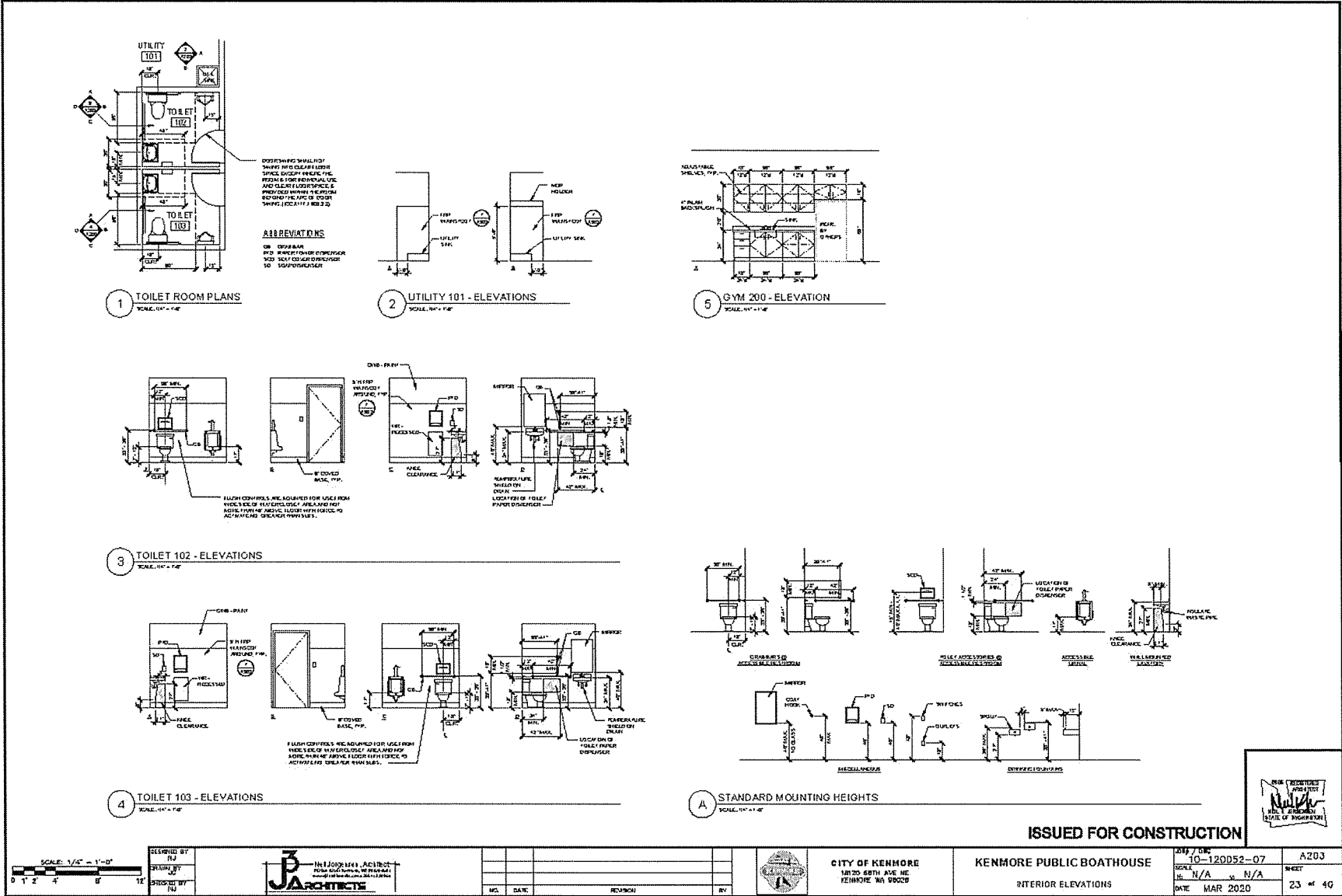


Architectural drawing of the second floor reflected ceiling plan for the Kenmore Public Bathhouse. The plan shows a large rectangular room with a central corridor and several smaller rooms. The ceiling is indicated by a dashed line. Various lighting fixtures are shown, including recessed lights, track lighting, and pendant lights. Labels include "HALLWAY LIGHT FIXTURE, RP", "EXPOSED RISK BEAMS OR VAPOR BARRIER OR INSULATION", "TRACKED LED LIGHT 1 BAYING - 1 BAYING DESIGN", "EMERGENCY EXIT LIGHT RECESSED, RP", "TRACKED LED LIGHT 1 BAYING - 1 BAYING DESIGN", and "SURGEONED LED LIGHT 1 BAYING - 1 BAYING DESIGN". The drawing is framed by a grid of lines labeled 1 through 4 on the top and bottom, and A through D on the left and right. A north arrow is located in the bottom left corner. A scale bar indicates 1/4" = 1'-0". The title block in the bottom right corner contains the following information: ISSUED FOR CONSTRUCTION, 10-120052-07, A104, 19 of 40, and the name of the architect, J. J. ARCHITECTS.

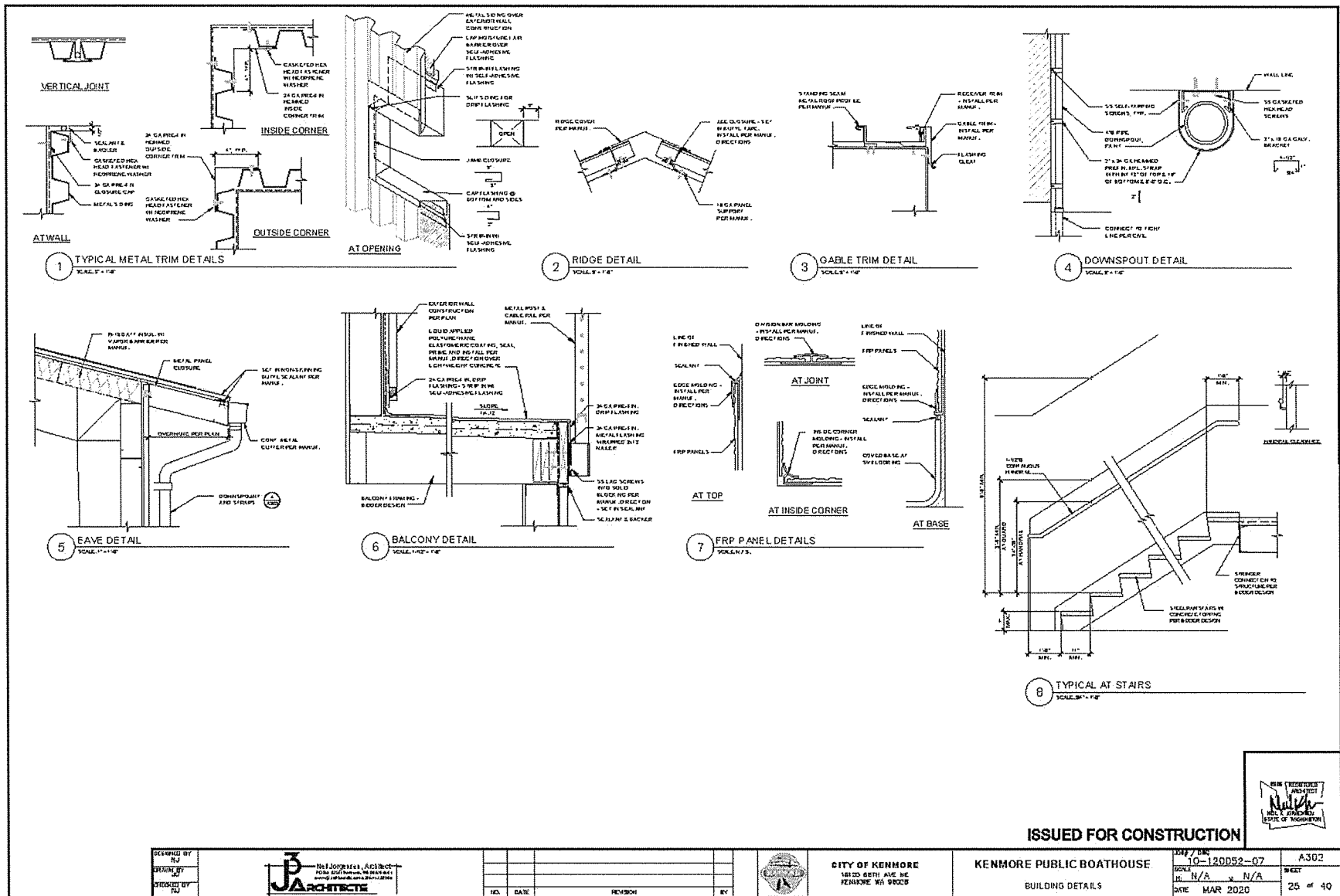








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GENERAL NOTES			
GENERAL PROVISIONS: - ALL MATERIAL AND WORK SHOWN IN THE PLANS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, 2018 EDITION. - THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE PLANS AND SHALL NOTIFY THE ENGINEER OF DISCREPANCIES PRIOR TO COMMENCING WITH ANY WORK. INCONSISTENCIES SHALL BE RESOLVED AS NOTED BELOW. - VERIFY MEASUREMENTS THAT THE CONTRACTOR SHALL READ AND COMPARE THOSE DIMENSIONS AND ELEVATIONS SHOWN IN THE PLANS WITH OTHER SPECIFIED WORK IN THAT LOCATION, AND SHALL EVALUATE THE CONSISTENCY OF THIS INFORMATION. - DISCREPANCIES AND/OR INCONSISTENCIES WHICH THE CONTRACTOR OBSERVES SHALL BE REPORTED TO THE ENGINEER WITHIN TWO WORKING DAYS. - TYPICAL AND STANDARD DETAILS USED IN THE PLANS MAY BE SPECIFICALLY REFERENCED. THESE DETAILS SHALL APPLY TO PROJECT CONDITIONS THAT ARE SIMILAR TO THOSE INDICATED IN THE DETAILS. THE APPLICATION OF THIS INFORMATION TO THE PROJECT SHALL BE DONE BY THE CONTRACTOR, AND/OR AS DIRECTED BY THE ENGINEER. - INCONSISTENCIES IN THE CONTRACTOR DOCUMENTS SHALL BE RESOLVED AS INDICATED IN THE STANDARD SPECIFICATIONS. INCONSISTENT INFORMATION IS WORK THAT IS, AS DETERMINED BY THE ENGINEER, INCOMPATIBLE AND IS NOTABLE TO CARRY IN ITS FINAL FORM OR BE INSTALLED AS DOCUMENTED. INCONSISTENCIES SHALL BE RESOLVED USING THE ORDER OF PRECEDENCE NOTED IN THE CONTRACT PROVISIONS. - WORK SHOWN IN THE SAME OR DIFFERENT PORTIONS OF THE CONTRACT DOCUMENTS WHICH IS DIFFERENT, VARIES, OR IS DISSIMILAR SHALL BE RESOLVED IN WRITING WITH THE ENGINEER, USING REQUESTS FOR INFORMATION SUBMITTED BY THE CONTRACTOR, TO THE ENGINEER, OR OTHER SIMILAR FORM OF RESOLUTION. - CHANGES IN WORK RESULTING FROM EITHER INCONSISTENCIES OR DIFFERENT INFORMATION SHALL CONFORM TO THE REQUIREMENTS NOTED IN CHANGES IN WORK, IN THESE PLANS. - SEALED AND SIGNED MODIFICATIONS SHALL BE SENT TO THE ENGINEER OF RECORD. - THE CONTRACTOR'S WORK PLAN SHALL INCLUDE PROVISIONS FOR SHORING TEMPORARY STRUCTURES.			
GENERAL STRUCTURAL NOTES: - DESIGN CODES - ISC 2015 - ASCE / SEI 7-10 - AISI 914-14 - AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS (AASHTO LRFD, CUSTOMARY U.S. UNITS), 8TH EDITION, 2017 - SUPPLEMENTAL CODES AND MANUALS - WASHINGTON STATE DEPARTMENT OF BRIDGE DESIGN MANUAL (DOM), 2020-01-18, 2018 TRANSPORTATION, BRIDGE DESIGN MANUAL (DOM), 2020-01-18, 2018 - UNITS - ALL DIMENSIONS ARE IN ENGLISH UNITS. - ALL ELEVATIONS ARE IN FEET. - LOAD PATH - VERTICAL LOADS ARE DISTRIBUTED FROM THE BUILDING COLUMNS INTO THE CONCRETE SLAB, SLAB TO PILES, PILES TO SOIL IN FRICTION AND END BEARING. - LATERAL LOADS ARE DISTRIBUTED THROUGH THE SLAB ACTING AS A DIAPHRAGM TO PILES, PILES TO SOIL IN LATERAL FRICTY. - LOAD COMBINATIONS - ASCE / SEI 7-10 SECTION 2.3 - DEAD LOADS - DC - DEAD LOAD OF STRUCTURAL COMPONENTS NONSTRUCTURAL ATTACHMENTS - DW - DEAD LOAD OF UTILITIES - LIVE LOADS - L1 - UNIFORM LIVE LOAD - L2 - 100 PSF TYPICAL - L3 - 250 PSF AT ADA ELEVATOR - OTHER LOADS - BUILDING REACTIONS, SEE TABLE ON DWG 0005			
EARTHQUAKE - DESIGN LEVEL EARTHQUAKE (DLE) - ISC 2015 - BASED ON A RISK-TARGETED MAXIMUM CONSIDERED EARTHQUAKE (MCE), APPROXIMATELY A 2,475-YEAR RETURN PERIOD. USE 2% FOR INERTIAL EFFECTS.			
MATERIALS: - MATERIALS SHALL BE AS DEFINED IN THE SPECIFICATIONS AND AS SHOWN OR NOTED IN THE PLANS. - ANCHOR BOLTS AND THREADED ROD SHALL CONFORM TO THE REQUIREMENTS OF ASTM F193A, OR 10K. - ALL BOLTS SHALL BE HOT-DIPPED GALVANIZED. - ALL STEEL AND FASTENERS SHALL BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS. FIELD REPAIR OF AREAS OF THE COATING DAMAGED DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISIONS. - WHERE THE STEEL TYPE, GRADE, OR STRENGTH IS NOT INDICATED, NOTIFY THE ENGINEER AND USE A MATERIAL WITH THE LOWEST AVAILABLE AND WITH A YIELD STRENGTH OF 50 KSI. - ALL REINFORCING STEEL SHALL BE ASTM A706 GRADE 60. 6000 PSI STRENGTH CONCRETE SHALL BE USED FOR SLAB. 6000 PSI STRENGTH CONCRETE SHALL BE USED FOR DRILLED SHAFTS. - ITEMS EMBEDDED IN CONCRETE SHALL BE HOT-DIPPED GALVANIZED, UNLESS NOTED OTHERWISE.			
WELDING: - WELDING SHALL BE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS: GENERAL CARBON STEEL - AWS D1.1 - SEE SPECIAL PROVISIONS, PLANS AND STANDARD SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. - WELDING MAY BE DONE IN THE SHOP OR IN THE FIELD WHILE NOTED, AT THE CONTRACTOR'S OPTION. - INSPECTION OF SHOP AND FIELD WELDING SHALL BE PERFORMED AS NOTED IN THE PLANS AND SPECIFICATIONS. - WELDING OF GALVANIZED STEEL AND AREAS DAMAGED BY WELDING, FLAME-CUTTING, OR HANDLING SHALL BE REPAIRED. THIS REPAIR SHALL BE A COLD ORGANIC GALVANIZING COMPOUND, HAVING AT LEAST 64% ZINC DUST IN THE DRY FILM ACHIEVE 8 MIL THICKNESS. ALTERNATE REPAIR MAY BE MADE ACCORDING TO ASTM A780, ANNEX A1 OR ANNEX A2. - WELDING SHALL BE AS NOTED IN THE PLANS AND SPECIFICATIONS. IF NOT NOTED OR SHOWN, USE A 3/16" CONTINUOUS FILLET WELDING OF ALL EDGES OF CONNECTING MATERIAL. - WELDING PROCEDURES SHALL BE SUBMITTED AND APPROVED PRIOR TO SUBMITTAL OF SHOP PLANS OR SHOP DRAWINGS. - USE EXPOS ELECTRODES AND THE SUBMERGED ARC WELDING METHOD, WHERE OTHER FILLER METALS AND PROCEDURES HAVE NOT BEEN INDICATED.			
FABRICATION: - FABRICATION SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A6 UNLESS NOTED OTHERWISE. - WHERE THE COATING HAS NOT BEEN NOTED, FURNISH HOT-DIP GALVANIZING OF 5 MILS. THE CONTRACTOR MAY REQUEST AN ALTERNATE COATING MATERIAL. - SHOP PLANS OR SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STEEL WORK SHOWN. - ALL MEMBERS AND CONNECTIONS NOT SPECIFICALLY NOTED, SHALL BE DETAILED AND SUBMITTED IN THE FORM OF SHOP PLANS, TO THE ENGINEER FOR APPROVAL. SEE GENERAL NOTES AND SPECIAL PROVISIONS REGARDING SHOP DRAWING APPROVAL. - THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH REWORK AS A RESULT OF PROCEEDING WITH WORK ON SHOP PLANS THAT ARE NOT APPROVED. - STEEL SURFACES IN CONTACT WITH BASE PLATES SHALL BE MILLED / FINISHED TO BEAR.			



ISSUED FOR CONSTRUCTION

3/16/2020

DESIGNED BY HAS DRAWN BY HAS CHECKED BY HAS	 CIVILTECH Engineering	400-112TH AVE NE, SUITE 120 BELLEVUE, WA 98004 PHONE: 425-453-6489 FAX: 425-453-6548	NO. DATE REVISION BY	 CITY OF KENMORE 18120 56TH AVE NE KENMORE WA 98028	KENMORE BOATHOUSE STRUCTURAL GENERAL NOTES - 1	10-120052-07 SHEET NO. N/A OF N/A DATE MARCH 2020	S001 SHEET 26 of 40
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GENERAL NOTES

REINFORCING STEEL:

1. ALL BARS SHALL BE BENT COLD UNLESS OTHERWISE PERMITTED BY THE ENGINEER.
2. ALL BARS, HEADED BARS, AND COUPLERS, SHALL BE EPOXY-COATED IN ACCORDANCE WITH WIDOT SPECIFICATIONS §407.2 VNO.
3. ALL WELDING SHALL CONFORM TO STRUCTURAL WELDING CODE ANSI/AWS D1.1 REINFORCING STEEL. SUBMIT WELDING PROCEDURES. SEE ALSO WIDOT SPECIFICATIONS §402.3(a)(c).
4. MINIMUM LAP SPLICE LENGTH OF ALL REINFORCING STEEL SHALL BE 40 BAR DIAMETERS, UNLESS OTHERWISE NOTED.
5. 135° DEGREE SEISMIC HOOKS MAY BE SUBSTITUTED WITH 180 DEG HOOKS.

LAP SPLICES:

1. SPLICES SHALL CONFORM TO THE FOLLOWING TABLE UNLESS NOTED OTHERWISE. SPLICES ARE ASSUMED TO BE CLASS B. DO NOT SPLICE MORE THAN 50% OF BARS IN ONE LOCATION.

EPOXY COATED BARS		
BAR SIZE	TOP BARS	OTHER BARS
4	2'-0"	2'-0"
5	3'-0"	3'-0"
6	3'-0"	3'-0"
7	4'-0"	3'-0"
8	4'-0"	4'-0"
9	5'-0"	4'-0"
10	6'-0"	5'-0"

CONCRETE NOTES:

1. CLEAR COVER OF ANY REINFORCING BAR, UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE PLANS, SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED:

USE	COVER
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
CONCRETE EXPOSED TO WEATHER	2"
DRILLED SHAFT	3"
2. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL LOCATE ALL EMBEDDED ITEMS INCLUDING PILE DOWELS AND OTHER REINFORCEMENT PRIOR TO CONCRETE PLACING. SHOP DRAWINGS ARE REQUIRED FOR ALL EMBEDDED ITEMS.

CONCRETE MIX DESIGN

1. NO CONCRETE SHALL BE PLACED UNTIL THE ENGINEER HAS APPROVED THAT MIX DESIGN.
2. FOR CONCRETE PERFORMANCE AND ACCEPTANCE SEE WIDOT SPECIFICATIONS §402.3(a) AND §402.3(b)(c).
3. THE CONTRACTOR SHALL PROVIDE A MIX DESIGN IN WRITING TO THE ENGINEER FOR EACH CLASS OF CONCRETE SPECIFIED IN THE PLANS. IN ADDITION EACH TRUCK SHALL BE ACCOMPANIED BY A CERTIFICATE OF COMPLIANCE CONFORMING TO WIDOT SPECIFICATIONS §402.3(b).
4. CONCRETE TEMPERATURES SHALL REMAIN BETWEEN 65 DEG. F AND 85 DEG. F WHILE CONCRETE IS BEING PLACED.
5. FOR WATER-CEMENT-ADJUTANT MATERIAL RATIO PERFORMANCE SEE WIDOT SPECIFICATIONS §402.3(c)(f).
6. FOR AIR CONTENT RANGES SEE WIDOT SPECIFICATIONS §402.3(a).
7. FOR SLUMP RANGES SEE WIDOT SPECIFICATIONS §402.3(a)(a).

BUILDING DESIGN LOADS:

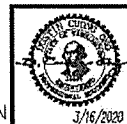
BOATHOUSE COLUMN AXIAL LOADS	
COLUMN LOCATION	FACTORED AXIAL LOADS
A1	6 K
A2	18 K
A3	18 K
A4	8 K
B1	40 K
B2	64 K
B3	80 K
B4	40 K
C1	48 K
C2	88 K
C3	96 K
C4	48 K

BOATHOUSE DRILLED SHAFT SCHEDULE		
PILE LOCATION	SHAFT DEPTH (FT)	ULTIMATE BEARING CAPACITY (KIP)
A1	35	270
A2	35	270
A3	35	270
A4	35	270
B1	35	270
B2	40	340
B3	40	340
B4	35	270
C1	35	270
C2	35	270
C3	35	270
C4	35	270

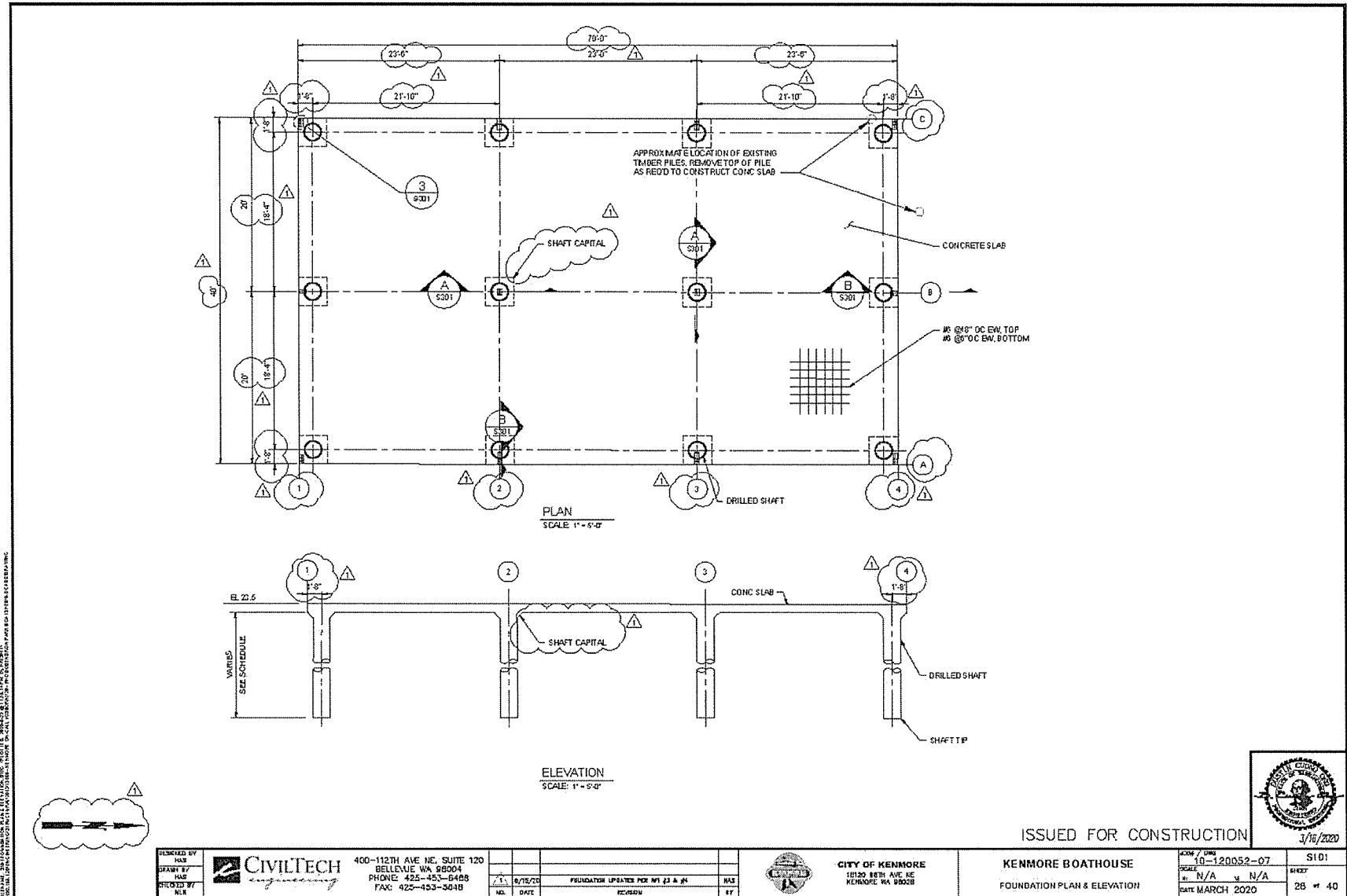
PILE CAPACITY:

ULTIMATE BEARING CAPACITY IN THE PILE SCHEDULE DESCRIBES THE MINIMUM COMBINED SKIN FRICTION AND END BEARING RESISTANCE REQUIRED BY DESIGN AND IS EQUAL TO THE TOTAL FACTORED PILE COMPRESSION DEMAND DIVIDED BY A RESISTANCE FACTOR. THE REPORTED ULTIMATE BEARING CAPACITY WAS DETERMINED USING A RESISTANCE FACTOR OF 0.65 FOR SKIN FRICTION & 0.8 FOR END BEARING PER AMERICAN TABLE 10.5.2.2.1.

ISSUED FOR CONSTRUCTION



DESIGNED BY HAM		400-118TH AVE NE, SUITE 120 BELLEVUE WA 98004 PHONE: 425-453-6488 FAX: 425-453-5548	NO.	DATE	REVISION	BY		CITY OF KENMORE 1820 43RD AVE NE KENMORE WA 98028	KENMORE BOATHOUSE STRUCTURAL GENERAL NOTES - 2	DATE: MARCH 2020	SHEET: 27 of 40
DRAWN BY HAM											
CHECKED BY HAM											



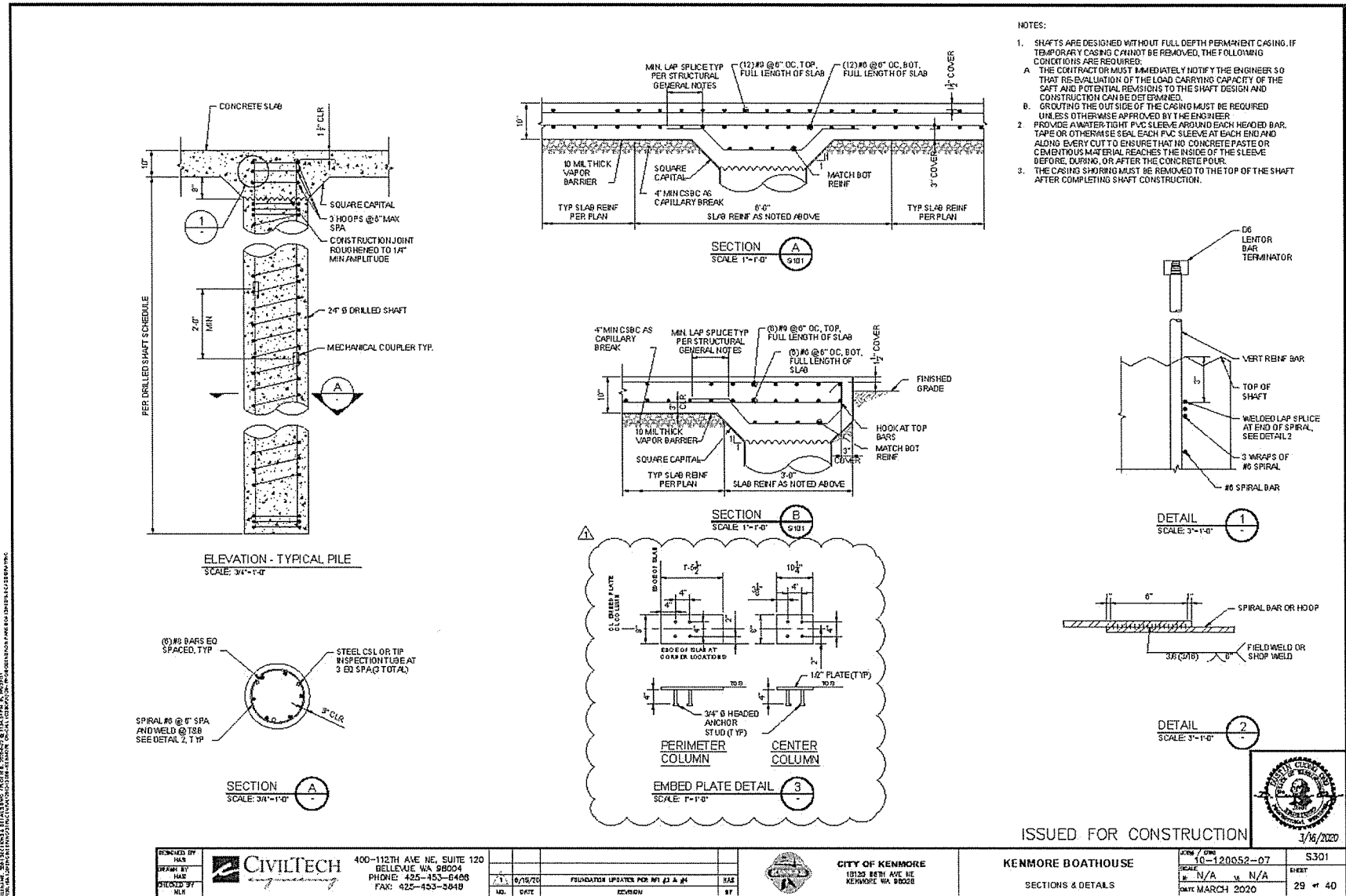


EXHIBIT C
FORM OF MANAGEMENT AGREEMENT

EXHIBIT D

PARTICIPANT COST - FIRST 12 MONTHS

[To be inserted Prior to Commencement date]

[Disregard - Content included in Exhibit C]

**Kenmore Boathouse Memorandum of Understanding
June, 2021**

The **Boathouse Manager**, the George Pocock Rowing Foundation will provide, through a single point of contact, on a service contract:

- **Facility Services**

- Manage user access (ie door codes) for the building on agreed upon days and times
- Maintain list of authorized persons with access to the facility
- Annual activity reporting to the City of Kenmore and other stakeholders, with the understanding that the Kenmore Rowing Club, city and the Northshore School District provides data for said reports
- Management of gasoline storage
- Management of rack assignments for shells
- Creation of annual budget for common facility management expenses
- Maintain office and cleaning supplies for common use.
- Commitment to cross-promotion of the programs, services and activities of the City of Kenmore.

- **Safety / Launch Services**

- Creation or approval of safety policies and procedures for users.
- Execute monthly safety audits of the facility and operation.
- Leadership at monthly safety, equipment and facilities meetings.
- Maintenance of facility safety equipment.
- Maintenance of safety launches, whether owned by the NSD or KRC
- Purchasing of gasoline for all use of safety launches.

- **Rowing Equipment Services**

- Maintenance of rowing equipment subject to shared use agreement
- Documentation of all maintenance efforts
- Provide an annual review of jointly used equipment.
- Creation of annual budget for common equipment maintenance expenses
- Lead an annual review of equipment maintenance

- **Fiduciary Services**

- Collection of assessments for management services and common expenses.
- Reporting on use of funds for common expenses
- Pay hourly staff engaged in facility, safety, launch and equipment maintenance services.

Based on the number of athlete-hours using the facility and equipment, the Boathouse Manager will be reimbursed by the Kenmore Rowing Club and Northshore School District for these services. Manager services will be invoiced to the KRC and NSD monthly, following the month of services provided. Invoices will be payable by the 20th of the month following.

If all options are exercised and the facility is at maximum capacity, we estimate that this contract will be worth, in total, \$30-50,000 per year.

The GPRF will provide a grant of the following professional services :

- Creation of scholarship opportunities for youth who receive free or reduced price lunch through school programs. Athletes apply directly to the GPRF for support in covering their rowing fees.
- At minimum, for the next 12 months, we will provide on average 5 hours a week of consultation services in the following critical functional areas:
 - Strategic and governance decisions
 - Best practices regarding safety, facility and equipment use
 - Rowing team and rowing club management
 - Facility management planning and task management
 - Program and facility & equipment management budgets and priorities
 - Creation of a boathouse culture that facilitates the communal benefit of both the Kenmore Rowing Club and Northshore School District.
 - Provide assistance with hiring and training processes for coaching staff.
- Access to the knowledge base and human resources of the GPRF, including operations, fundraising and diversity specialists.
- Access to coach and board training in support of Diversity, Equity and Inclusion.
- Support for the creation and a management of the Boathouse Management Budget through 2022.
- At minimum, between Sept 1, 2021 and August 30, 2022, the GPRF will provide on average 5 hours a week of consultation, leadership, mentorship, assistance and guidance with fundraising activities from our development staff.
- Inclusion on GPRF social media and news feeds.
- Pending available funds and eligibility, the Kenmore boathouse will be encouraged to apply for Boathouse Incubation funds from the GPRF in 2022.

In total, these in-kind services are being offered as a grant from the GPRF to the City of Kenmore, the Northshore School District and the Kenmore Rowing Club, valued at approximately \$25,000 per year.

The Kenmore Rowing Club will provide:

- Insurance coverage for rowing and safety equipment and operations of the Kenmore Rowing Club.

- Proof of current liability insurance with a minimum amount of \$5,000,000
- Certificate of Additional Insured to the City of Kenmore, Northshore School District and George Pocock Rowing Foundation.
- Maintenance of licenses, taxes and legal responsibilities.
- Safety, facility and equipment orientation and oversight of Kenmore Rowing Club operations.
- Programming that meets the diverse needs of the community of the City of Kenmore.
- Design and execution of adult programs, membership and classes.
- Design and execution of introductory and summer programs that complement, but do not conflict with Northshore School District Programming.
- Recruitment, training, hiring, supervision and evaluation of coaches for adult programming.
- Registration, waiver and fee collection for all KRC programs and classes.
- Marketing and promotion of KRC classes and programs.
- Access to safety launches and specified rowing equipment to the School District as agreed upon.
- Representatives to serve on monthly safety, equipment and facilities committees.
- Volunteer hours for facility upkeep and cleanliness, equipment maintenance and community events.
- A single point of contact for the organization to work with the Boathouse Manager.
- Seasonal financial contributions to the common fund based on the number of athletes participating in programming.

The Northshore School District will provide:

- Proof of current liability insurance with a minimum amount of \$5,000,000
- Certificate of Additional Insured to the City of Kenmore, Northshore School District and George Pocock Rowing Foundation.
- Recruitment, training, hiring, supervision and evaluation of coaches for school-based youth programming.
- All athlete registration and waiver collection for youth, school-based programming.
- Repairs to non-NSD-owned launches should the coaches from the NSD damage said launches.
- Insurance coverage for all their own rowing and safety equipment and operations.
- Safety, facility and equipment orientation and oversight of Northshore School District operations.
- Access to safety launches and specified rowing equipment to the Kenmore Rowing as agreed upon.
- Will provide volunteer hours for facility upkeep and cleanliness, equipment maintenance and community events.
- Representatives to serve on monthly safety, equipment and facilities committees.
- A single point of contact for the organization to work with the Boathouse Manager.

- Seasonal financial contributions to the common fund based on the number of athletes participating in programming.

As detailed in the lease agreement between the City of Kenmore and the Northshore School District, the City of Kenmore will provide:

- Insurance against loss of the building.
- Utilities (power, water, sewer, trash collection) for the use of the building.
- Cross-promotion of programs and activities of the Kenmore Rowing Club and Northshore School District.
- Maintenance of the exterior and major systems of the building.
- Groundskeeping for the exterior of the building and parking lots.

All parties will:

In best faith effort, work to close the fundraising gap needed to close the gap on the construction of the facility over the next three years. If needed, we understand that rent may need to be charged to tenants in future years.

Commitment to Diversity, Equity and Inclusion

All parties express their commitment to creating an inclusive space that invites, welcomes and supports racial and socio-economically diverse athletes to the sport of rowing and the Rhododendron Park Boathouse.

Equipment Use Agreement

Three times each year (January, June, August), the Boathouse Manager, Kenmore Rowing Club and Northshore School District will meet to review and document the specific details of shared equipment. All parties agree to share equipment in good faith, with the understanding that:

- Repairs to shared equipment due to normal wear and tear or accidental damage will be paid for by the Boathouse Manager.
- Each party may identify up to 3 boats each season as exempt from the sharing agreement.
- Each party may identify up to 3 sets of 8 sweep oars or 3 sets of 4 pairs of sculling oars as exempt from this agreement.
- Coaching launches are not exempt from this agreement.
- Electronic items such as cox boxes and speed coaches will not be shared and are the sole responsibility of each party.
- Equipment will be left in good condition and orderly fashion after use
- Damage to shared equipment will be reported promptly to the Boathouse Manager.

Facility Scheduling Agreement

Three times each year (January, June, August), the Boathouse Manager, Kenmore Rowing Club and Northshore School District will meet to review and document the access schedule for the boathouse. All parties agree to participate in good faith, with the understanding that

Northshore School District activities have priority use of the facility during the spring and fall rowing seasons. All parties agree to the following terms and conditions:

Usage will not overlap between parties

The facility will be left in orderly fashion after use



Date 06 / 25 / 2021

[Suzanna Blahna](#), Executive Director, Kenmore Rowing Club



Date 07 / 01 / 2021

Michelle Reid, Superintendent, Northshore School District



Date 06 / 25 / 2021

Jennifer Gibbons, Executive Director, George Pocock Rowing Foundation

Date _____

Jennifer Gordon, Public Works Director, City of Kenmore

TITLE	Kenmore Boathouse MOU Terms
FILE NAME	Kenmore Boathouse MOU Terms.docx
DOCUMENT ID	8c18d2247a184855cfbedc72b5dcdbd56621734df
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 25 / 2021
17:46:23 UTC

Sent for signature to Suzanna Blahna (suzanna@kenmorerowing.org), Michelle Reid (superintendent@nsd.org) and Jennifer Gibbons (jenn@pocockfoundation.org) from director@kenmorerowing.org
IP: 73.254.231.9



06 / 25 / 2021
17:49:36 UTC

Viewed by Suzanna Blahna (suzanna@kenmorerowing.org)
IP: 73.254.231.9



06 / 25 / 2021
17:50:45 UTC

Signed by Suzanna Blahna (suzanna@kenmorerowing.org)
IP: 73.254.231.9



06 / 25 / 2021
19:59:55 UTC

Viewed by Jennifer Gibbons (jenn@pocockfoundation.org)
IP: 65.140.39.92



06 / 25 / 2021
23:24:16 UTC

Signed by Jennifer Gibbons (jenn@pocockfoundation.org)
IP: 174.204.79.8

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Document History



06 / 29 / 2021
21:34:57 UTC

Viewed by Michelle Reid (superintendent@nsd.org)
IP: 50.35.231.206



07 / 01 / 2021
16:50:09 UTC

Signed by Michelle Reid (superintendent@nsd.org)
IP: 152.157.76.191



07 / 01 / 2021
16:50:09 UTC

The document has been completed.



Northshore
School District

Office of the Superintendent

Michael F. Tolley
Superintendent

Administrative Center
3330 Monte Villa Parkway
Bothell, WA 98021-8972
Phone: (425) 408-7701
Fax: (425) 408-7702
www.nsd.org

February 8, 2024

Mr. Rob Karlinsey
City Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

Dear Mr. Karlinsey,

I hope this letter finds you well. As the Superintendent of Northshore School District, it is with a heavy heart that I must convey our decision to terminate the lease agreement for the Rhododendron Boathouse, effective June 30, 2024.

The district is currently facing an unprecedented financial challenge, with a staggering \$26 million budget shortfall. Regrettably, we can no longer sustain the Rhododendron Boathouse program within these constraints.

This decision is particularly difficult considering the impact on the student crew program that was being operated out of the boathouse. The crew program has been a source of pride for our students, their families and our community and has provided valuable opportunities for personal growth and teamwork. We understand the disappointment this decision may bring to the participants and their families, and we are committed to exploring alternative avenues to support their continued involvement in the sport.

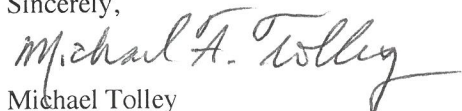
The Rhododendron Boathouse has been a valuable asset to both our students and the community. We recognize the significance of this facility and the positive impact it has had on our students and schools. However, the harsh reality of our financial situation demands that we make difficult decisions to ensure the long-term sustainability of essential educational programs and services.

Please understand that this decision was not made lightly, and we are truly grateful for the support and collaboration we have received from the City of Kenmore over the years. We remain committed to exploring alternative solutions that may allow for the continuation of boathouse operations in the future, should circumstances change.

We will work diligently to facilitate a smooth transition process in the coming months, and we are committed to providing any assistance necessary to ensure minimal disruption for current users of the Rhododendron Boathouse. Once again, I extend my deepest gratitude for our partnership and your understanding during this challenging time. If you have any questions or require further clarification, please do not hesitate to contact me at 425-408-7701 or mtolley@nsd.org.

Thank you for your attention to this matter.

Sincerely,


Michael Tolley



City Of Kenmore, Washington

March 19, 2024

Dr. Michael F. Tolley, Superintendent
Northshore School District
Administrative Center
3330 Monte Villa Parkway
Bothell, WA 98021

Re: Boathouse Lease Agreement and Transition

Dear Dr. Tolley,

Thank you for your letter of February 8, 2024 regarding the above-referenced Lease for the Boat House facilities at Rhododendron Park. It is certainly unfortunate the District is suffering the severe financial challenges you describe. The City is willing to continue partnering with the District if a way can be found to continue the high school crew program through the 2024-2025 school year to give enough transition time for the parents to set up a nonprofit-run youth rowing program.

The initial 5-year lease term does not expire until June 30, 2026. Under Section 4 of the Lease, the District's "Rent" obligations include, providing the listed programs and activities, keeping in place a management agreement, paying assessments to the manager of at least \$30,000 per school year, and maintaining the interior portions of the building and the systems serving the building.

The City understands that the parents involved with the high-school crew program need time to establish a non-profit youth rowing program and have asked the District to support the crew program for one more school year with the understanding that all costs would be covered by participating athletes, including payment to support a full-time or part-time boathouse manager. During this transition period, the City would not charge rent for the facility.

I suggest a meeting between District staff, representative(s) of the parent group and Debbie Bent, Community Development Director representing the City to see if a proposal on terms for extending the youth crew program beyond the 2024 spring season can be reached which can then be presented to both of us for consideration. There is an urgency to schedule this meeting and to determine a path forward for the crew program.

If a proposal can be agreed on, I would then suggest we meet to discuss the terms of proposal along with terms for potential settlement arrangement if the current lease is terminated early. Terms of a settlement could potentially include transferring the District's furnishings, fixtures and rowing-related equipment used to support the crew program.

The District's commitment to a smooth transition is appreciated. I look forward to meeting you soon.

Very truly yours

Rob Karlinsey
City Manager

Acting City Manager

18120 68th Ave NE, Kenmore, WA 98028



2024 State of Healthcare Update from EvergreenHealth

Kenmore City Council
June 24, 2024

Ettore Palazzo, MD, FACP
Chief Executive Officer



Board of Commissioners



Virgil Snyder
Board Chair

Commissioner Position #7
At-Large Representative
Board member since 2016



Jeff Cashman
Board Secretary

Commissioner Position #6
At-Large Representative
Board member since 2023



Nancy Stewart

Commissioner Position #1
Represents Bothell/Duvall/Woodinville
Board member since 2023



Rebecca Hirt

Commissioner Position #2
Represents Kirkland/Kenmore
Board member since 1984



Norman Seabrooks

Commissioner Position #3
Represents Redmond/Sammamish
Board member since 2024



Charles Pilcher, MD

Commissioner Position #4
At-Large Representative
Board member since 2010



Robin Campbell, Ph.D.

Commissioner Position #5
At-Large Representative
Board member since 2024

Mission

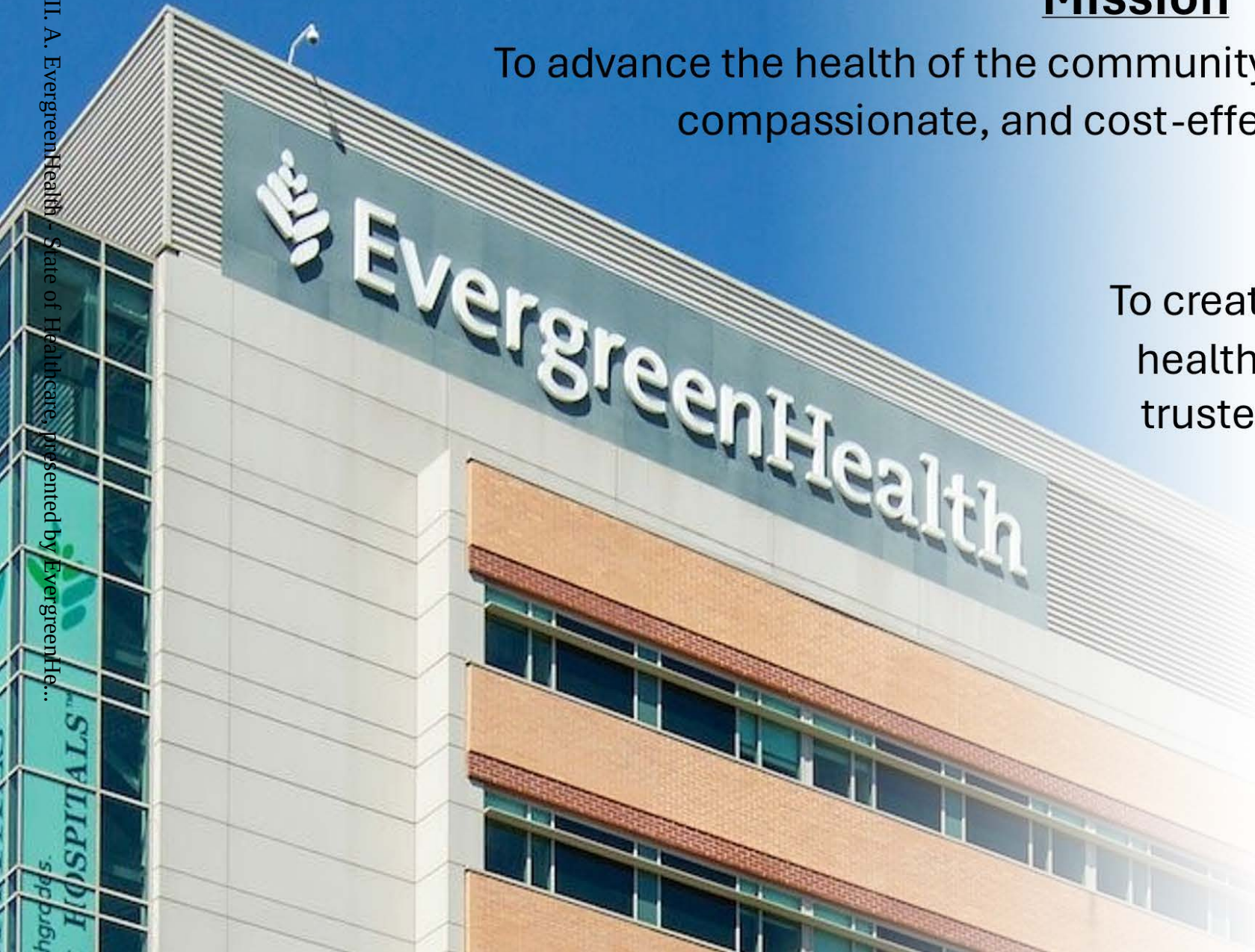
To advance the health of the community through high -quality, safe, compassionate, and cost-effective health care.

Vision

To create an inclusive community health system that is the most trusted source for health care solutions.

Values

Compassion
Respect
Excellence
Collaboration
Accountability



Here for Your Health & Wellness Needs

354-bed acute care hospital serving Kirkland, Redmond, Duvall, Woodinville, Sammamish, Bothell and Kenmore.



4,448
Babies
Welcomed



16,418
Inpatient
Admissions



12,435
Home
Health
Patients



446,478
Hospital
Outpatient
Visits



2 Emergency
Departments
8 Urgent
Care Centers



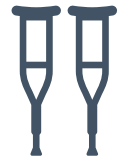
15-bed
Hospice
Care
Center



390+
Physician
Multispecialty
Group



12
Primary
Care
Practices



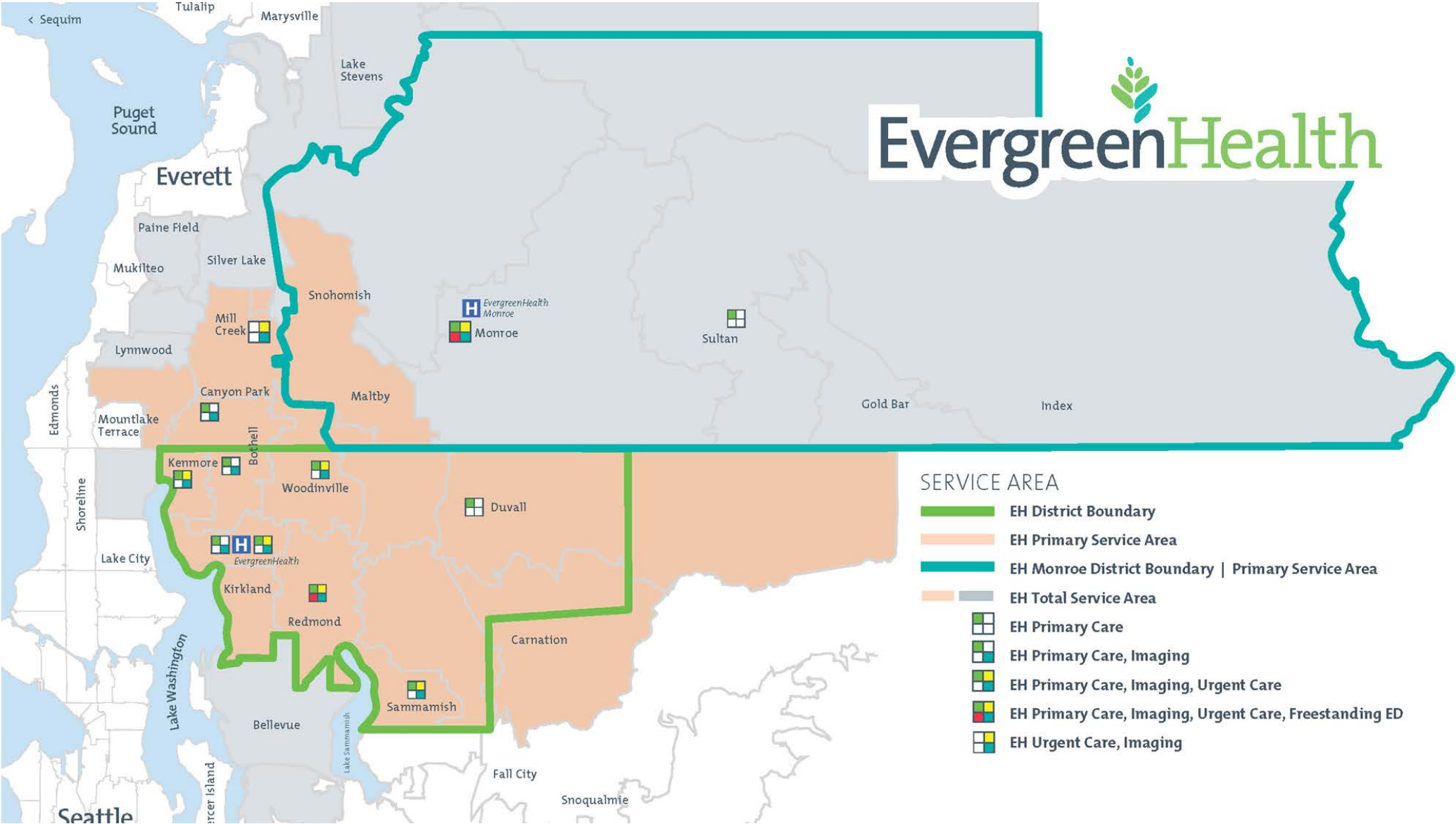
40+
Specialty
Practices

Post Acute Care – Largest Home Health / Hospice Care in Puget Sound Region

Home Care Services include Hospice, Home Health, Behavioral Health



Convenient Locations Across Our Communities



EvergreenHealth in Kenmore

- Primary Care, Mammography, Rehab Services, and Urgent Care clinics all conveniently located in Kenmore.
- Sponsor of City's Special Events and Fly Away 5k in 2023.
- Bothell Kenmore Chamber member.



Bothell Kenmore
CHAMBER

EvergreenHealth Exists to Serve Our Community

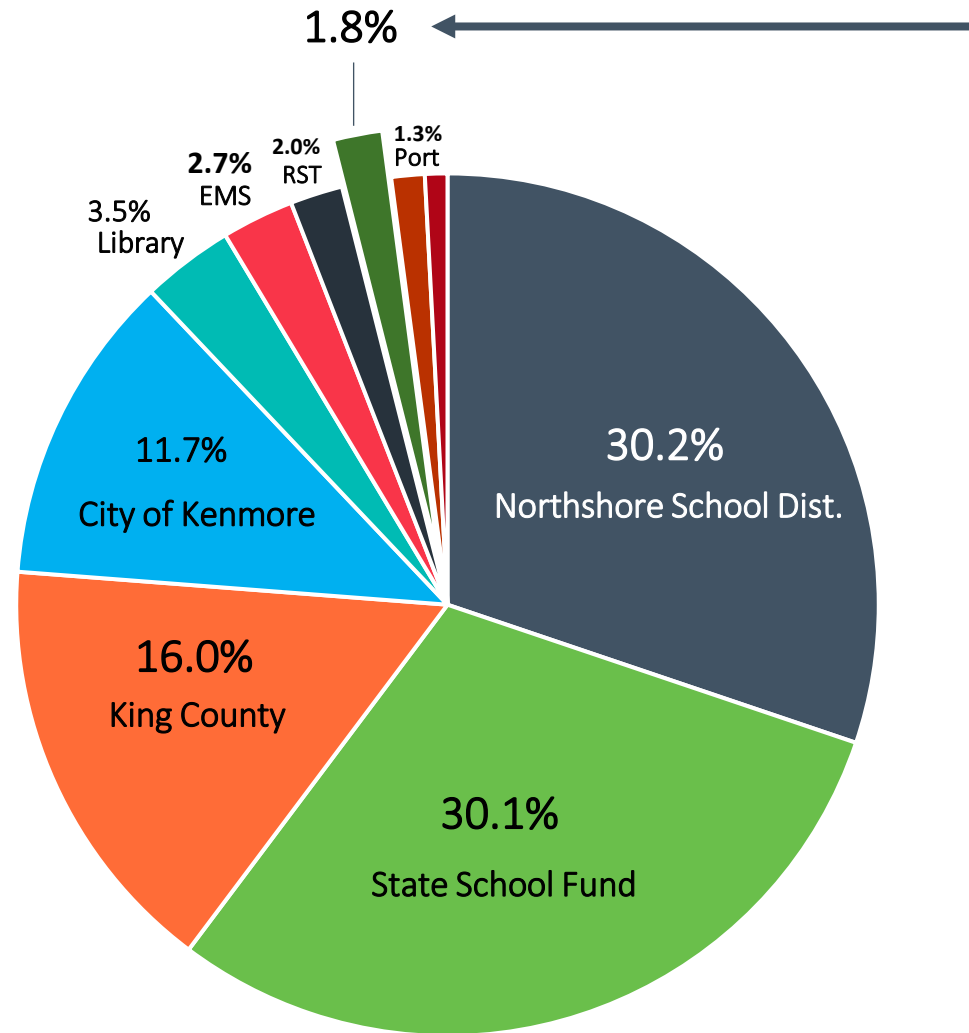
EvergreenHealth is a public hospital district – similar to a school district and a fire district – serving the health, wellness, and emergency medical needs of over 1 million Eastside residents.



A portion of district residents' property tax dollars fund
EvergreenHealth.

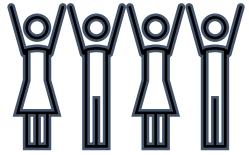
District Resident Contribution to EvergreenHealth

Property Tax Breakdown



**EvergreenHealth
Public Hospital
District**

Benefits of a Public Hospital District



Local Control – Your Public Hospital District is governed by members of your community.



Your Voice Matters – You vote on who represents you on the Board of Commissioners who must live within the boundaries of the Public Hospital District.



Funding – Your tax dollars fund the healthcare of tomorrow, serving you, your family, and your community now and into the future.

Investing in Our Community

EvergreenHealth's Levy Funded programs provided **\$6.4 million** in 2023 to support critical needs identified by our community.

Supporting Youth Mental Health through funding for Northshore School District's mental health therapists, providing speakers for our STEM Global Health Education partnership with Juanita High School, and the Youth Mental Health Taskforce.

Caring for Seniors through our Geriatric Care Clinic, funding for Northshore Senior Center programs, and supporting the City of Kirkland's steppers program for older adults.

Addressing Social Determinants of Health for patients via the Community Healthcare Access Team (CHAT) who assess and assist patients in accessing financial assistance, long term care, and insurance enrollment.

End of Life Care via our Palliative Medicine and Hospice Care center. Our multidisciplinary teams specialize in supporting patients and families during this vulnerable time.

Partnering with Our Community



Community Advisors

Stakeholder group at EvergreenHealth that advise leaders and advocate on behalf of Evergreen in the community.



Employee Volunteering

EvergreenHealth employees contributed 1,100 hours of service to the community in 2023



Community Sponsorships

Provided \$110K for 40 community events and programs across the EHK total service area in 2023.



Local Relationships

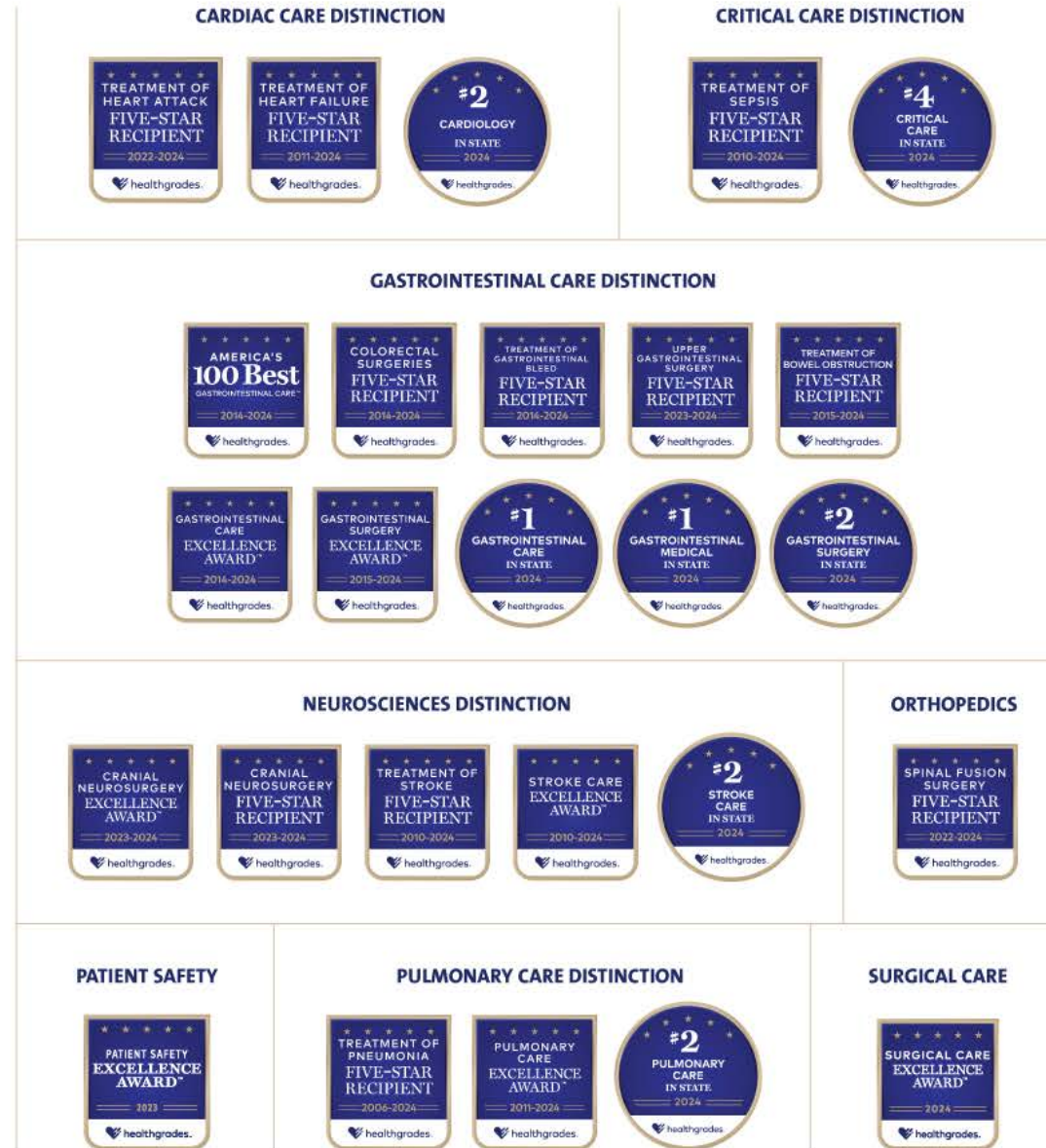
Invest in our local chambers and have relationships with community-based organizations and our local cities.

Consistently Recognized for High Quality Care

XIII. A. EvergreenHealth - State of Healthcare, presented by EvergreenHe...



Where every person
and outcome matters.



Financial Challenges Persist for Hospitals

- Washington hospitals sustained more than \$2.1 billion in operating losses in 2022.
- Financial challenges persisted in 2023 with hospitals sustaining more than \$1.74 billion in operating losses.
- Wages and benefits for staff continue to make up the largest expense for hospitals. Between 2022 and 2023, staff wages increased by 16%.
- Inflationary pressures remain for hospitals as supplies and drug prices increase.
- Reimbursement rates from insurance companies have not kept up with hospitals' increased costs associated with higher wages, supplies, and drugs.

Proud to Support our Growing Community



1972



Today

Questions?





City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Kenmore Automated Photo Enforcement (KAPE) program changes and expansion Proposed Council Action/Motion: This topic is presented for discussion; no Council action required.	For Council Meeting Agenda of: 06/24/2024 Department: Public Works Engineering Prepared by: Tobin Bennett-Gold, P.E. City Traffic Engineer <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Approved by Department Head:</td><td style="text-align: right;">Initial & Date</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>JFV</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>N/A</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>N/A</u></td></tr> <tr> <td></td><td style="text-align: right;"><u>RK</u></td></tr> </table> Attachments/Exhibits: Attachment A: Site selection Worksheet Attachment B: Map of Existing KAPE Locations Attachment C: Map of Proposed New KAPE Locations	Approved by Department Head:	Initial & Date	Approved by City Attorney:	<u>JFV</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>N/A</u>		<u>RK</u>
Approved by Department Head:	Initial & Date										
Approved by City Attorney:	<u>JFV</u>										
Approved by Finance Director:	<u>N/A</u>										
Approved by City Manager:	<u>N/A</u>										
	<u>RK</u>										
Summary: Staff will present to council on three topics: Brief review of existing KAPE program and performance of current KAPE locations, brief review of changes to Washington state laws regarding use of photo enforcement and impact on existing KAPE program, and recommendation for program changes and new KAPE locations, including safety impact and alignment with recommendations made by the Financial Sustainability Task Force.											
Information/Background: Managing speed is one of the greatest safety values we can provide to road users who travel through Kenmore, both to motorists and their passengers, as well as to the vulnerable road users with whom the traffic environment is shared. The City of Kenmore's commitment to Target Zero and to its goal of zero serious or fatal crashes for cyclists and pedestrians requires that we be both responsive and proactive to address the risk of serious and fatal crashes occurring in the future. Where the risk of serious or fatal crash injury is evident, we cannot wait until members of our community are maimed or killed before that risk is addressed. Photo enforcement is a powerful tool for providing speed management, especially in areas where other speed management interventions on their own are not sufficient to encourage travel speeds appropriate for a traffic environment that supports the safety of all road users. <u>Current KAPE Operations</u> The 2023 launch of the KAPE program included photo enforcement for two school zones: the Arrowhead Elementary school zone on Juanita Dr. and the Kenmore Elementary school zone on 73rd											

Av. Both of these locations initially experienced an overwhelming majority of drivers exceeding the 20 mph school zone speed limit by 6 mph or more when the school zone was active (99% of drivers on Juanita Dr, 87% of drivers on 73rd Av). After a full school year of normal operation the rate of violations has near-completely evaporated – in both school zones the average speed is 20 mph (down from 36 mph on Juanita Dr and 30 mph on 73rd Av), and the 6+ mph violation rate has plummeted to 1.3% of drivers on Juanita Dr and 1.8% of drivers on 73rd Av. The KAPE program has delivered tremendous safety benefit to these school zones – the endemic speeding which occurred prior to the KAPE program created an environment where any crash involving a pedestrian would result in near-certain fatal injury. The travel speeds in these school zones today support an environment where not only is a crash substantially less likely to occur, but any crash that does occur is almost certain to be survivable. Implementing photo enforcement in our high-risk school zones is a critical step in preventing serious and fatal crashes from occurring, and demonstrates the City's commitment to its Target Zero goal of zero serious or fatal injury crashes for vulnerable road users.

In May of 2024 KAPE expanded to include a red-light enforcement camera for eastbound to northbound left-turn movements at Bothell Way and 61st Av. An engineering study at this location in 2019 indicated that during peak travel hours 80% of pedestrians crossing the north leg would have to alter their path to avoid being hit by a left-turning vehicle running the red light. Red light violations for eastbound to northbound left-turning drivers were observed to be a deliberate action in response to long queue times – drivers would continue to turn left after the light turned red, preventing other vehicles from entering the intersection on green, and creating frequent conflicts for pedestrians crossing the north leg. When police stationed a conspicuous enforcement presence at the intersection, the red-light running stopped completely. When police were not present, the behavior continued. Automated red light enforcement was identified as a way to continuously provide an enforcement presence at this intersection, and since the warning period for this location began the violation rate has dropped to roughly one per week. This KAPE location is another proactive response to indications of high-risk factors in order to provide a substantive safety intervention before a serious or fatal crash can occur.

Changes to Washington State Photo Enforcement Laws

In March of 2024 Governor Inslee signed HB 2384 into law, dramatically changing and restructuring the regulations and permitted uses of photo enforcement in Washington State. In many ways, HB 2384 was Washington State catching up with Kenmore: photo enforcement programs in Washington are now required to dedicate their revenue to safety, assess the equity of their program's impact, publish information about the effectiveness and the cost of their program and how revenue is spent, and demonstrate the safety need addressed by their cameras, including that other speed management interventions are infeasible or ineffective. Each of these criteria has been included in the KAPE program from the start, and now are requirements for programs state-wide. Equity has also been central to the KAPE program from its inception, and the changes to Washington photo enforcement laws now also include an automatic eligibility to request a 50% fine reduction for first-time offenders, a maximum fine of \$290 for school zone violations and a maximum fine of \$145 for all other violations (indexed for inflation beginning in 2029). The new photo enforcement laws also require a contribution of 25% of net revenue from each photo enforcement location to the Washington Traffic Safety Commission, to begin 4 years after an agency begins photo enforcement at that location (or expands operation at an existing location). This contribution supports state grants for traffic safety improvements and active mode infrastructure. In addition to these program mandates, the new photo enforcement laws allow for new types of enforcement, including but not limited to enforcement of all speed violations (not just school zone speed violations), and enforcement of

transit lane violations. The enforcement of transit lane violations requires that an enforcement location serve an active Bus Rapid Transit line.

Expansion of the KAPE Program

The success of existing KAPE locations is two-fold: the KAPE system has succeeded at dramatically reducing crash risk and the risk of serious or fatal injury, and the KAPE program has succeeded in earning the trust of the community it serves – both within Kenmore as well as its regional drivers. The KAPE program was built on the foundation of being fair, equitable, transparent, and safety-driven, and the City of Kenmore has demonstrated that it can use photo enforcement tools both effectively and responsibly. Continuing forward in expanding the KAPE program while remaining true to the elements which have made it successful will allow the City of Kenmore to address the otherwise intractable problem of elevated crash risk due to elevated travel speeds in areas where engineering intervention has not been sufficient to encourage speeds that are appropriate for the complex, multimodal environment that serves our community's mobility needs.

Selection of proposed KAPE locations is based on the following criteria: exposure of vulnerable road users to motor vehicle traffic, severity of speeding behavior, demonstrated crash risk, and infeasibility of alternative interventions. Based on these criteria, the following locations are the highest priority recommendations for expansion of the KAPE program:

1. Expand enforcement at existing KAPE school zones to continuous enforcement of both school zone speed violations and regulatory speed violations.
2. Implement continuous photo enforcement for the Inglemoor High school zone on Simonds Rd for the enforcement of both school zone speed violations and regulatory speed violations.
3. Implement continuous photo enforcement on Juanita Dr between 158th St and 170th St for regulatory speed limit violations.

Many areas which would benefit from additional speed management are conspicuously absent from these recommendations; primarily these sites were omitted because other engineering interventions are either planned, or are expected to be feasible based on revenue estimates from other KAPE locations.

KAPE Support of the Financial Sustainability Plan

Revenue from the proposed expansion of the KAPE program is estimated to amount to roughly \$2.9M/year, inclusive of program expenses, and not inclusive of current KAPE revenue, and based on the current fine amount of \$100. In alignment with the Financial Sustainability Plan, this revenue meets the expected contribution of \$1.25M to offset general fund expenses by absorbing the portion of the police contract proportional to police activities dedicated to fostering a safe transportation environment, including but not limited to enforcement of traffic laws, emergency crash response, and activities related to the operation of the KAPE program. The remaining revenue allows for an annual investment of \$1M in pavement preservation and systemic safety improvements, and an increase in funding of \$650K for support of other safety programs and services and for the delivery of traffic safety improvement projects.

The financial sustainability of the KAPE program itself is critical to its ability to successfully deliver safety both at locations where automated enforcement is active as well as locations city-wide where KAPE allows for continued investment in our safety infrastructure. Although the revenue expectations

of the KAPE program are met under the current program without an increase in the baseline fine amount, it is a reality that increased program expenses and mandatory contributions to the Washington Traffic Safety Commission will, over time, deteriorate the ability of the KAPE program to invest in traffic safety programs and traffic safety improvement projects locally. In order to maintain parity of the net remittance available to support these goals, the following changes are recommended to the base fine amount for all violations:

- 2025: Increase fine from \$100 to \$110 to offset increased program costs.
- 2029: Increase fine from \$110 to \$135 to offset mandatory contribution to Washington Traffic Safety Commission.
- Every 5 years thereafter: Increase fine amount indexed to inflation in alignment with permitted adjustment of fines per the RCW.

These recommended increases support the ability for KAPE to sustainably contribute funding to citywide traffic safety investments, which in turn reduces the reliance on enforcement interventions in the future. When KAPE is able to support changes to improve the safety of our environment, the system is self-balancing: KAPE revenue supports changes to the traffic environment which reduce the frequency of violations, which in turn reduces the need for enforcement, which reduces the need for continued or expanded photo enforcement.

KAPE Support of Diversity, Equity, and Inclusion

Thousands of drivers travel through our active school zones every school day, and expanding the KAPE program means that tens of thousands of drivers will travel through Kenmore's photo enforced areas every day – even with very high rates of compliance it is a reality that a diverse cross-section of our driving population will be affected by photo enforcement fines. From the start, KAPE has had a \$100 fine for all but the most severe school zone speeding violations – this is the lowest photo enforcement fine in the region, and deliberately targeted to reduce the burden on financially vulnerable road users. Although increases are recommended to the fine amount, the fine remains the lowest in the region, and remains at a level expected to minimize the risk of financial disruption for drivers without economic stability. The City's commitment to equity of financial impact is further supported by the new RCW requirement to grant 50% reduced judgement on fines for drivers who are recipients of public assistance – instructions on how to request reduced judgement are included in every notice of infraction that is mailed out, and this information is already included in notices mailed out by the KAPE system today.

The revenue generated from the fine in turn enables geographic equity in the City's investment in a safe travel environment – while photo enforcement provides a substantial and direct benefit at the locations where it is active, the revenue generated from those fines allows the City to support traffic safety services and projects city-wide. The dollar value of the fine is targeted to provide sufficient incentive for compliance, minimize the risk of severe financial impact on economically vulnerable populations, cover KAPE program operating expenses, and provide substantive funding support to continued investment in our traffic safety infrastructure (increasing safety and reducing the need to rely on enforcement tools in the future).

The KAPE program supports the City of Kenmore's DEIA Strategic Plan as it relates to policing (specifically Objective 6.1.4, which calls for the use of technology as a replacement for traffic stops) by reducing the reliance on in-person enforcement of traffic laws. The City of Kenmore Police have

been credited with outstanding professionalism and empathy in the work they do in our community, but reducing the necessity and frequency of in-person traffic stops is a systemic goal for law enforcement in the City of Kenmore as well as the wider region in order to increase the equity of our policing and reduce the risk of our police services having negative impacts within the communities they serve. Photo enforcement is an opportunity to enforce traffic laws in the least biased, most equitable way possible – the determination of a violation is based exclusively on the systemic identification of whether a violation has occurred; this is done by the camera system and under police review, and without personally identifying information or personal confrontation.

In supporting the City's Target Zero commitment and the City Council's commitment to improving multimodal safety, the KAPE program additionally supports the City's DEIA Strategic plan objectives to reduce reliance on vehicle ownership by calming traffic and improving bicycle and pedestrian safety and comfort (Objective 5.2.4). Providing pedestrian and bicycle facilities which share the traffic environment with motorized vehicles is a necessity for supporting the network connectivity available to active transportation modes and supporting access to transit. Inviting vulnerable road users into this mixed use environment necessitates a commitment to addressing crash risk. Encouraging the use of our multimodal facilities requires furthermore that the travel experience be not only as safe as possible, but comfortable, accessible, and inviting to a broad population of active mode travelers with diverse needs and abilities. Successful management of vehicle travel speeds is critical to achieving these objectives.

Commitment to the KAPE Foundational Values

The KAPE program is fair, equitable, transparent, and safety-driven, and its longevity depends on its ability to be, and be perceived as, a service to the community. Without the buy-in from our community, both within Kenmore as well as regionally, the City of Kenmore risks losing the permission of its community to employ photo enforcement as a tool to improve the safety of our road users. With any expansion of the KAPE program comes the risk of jeopardizing the hard-earned trust that the KAPE program has earned in its first year of operation, but, so long as the KAPE program remains fair, equitable, transparent, and safety-driven, the KAPE program will continue to demonstrate that the City of Kenmore can use photo enforcement tools to protect our traveling public in a way that is both effective and responsible.

Fiscal Consideration:

The proposed program expansion is consistent with recommendations made by the Financial Sustainability Task Force.

The cost of roadway changes which accompany the implementation of new KAPE locations is within the budget provided by existing KAPE program revenue.

City Council Priority or Budget Objective Being Addressed:

Council priority #3: Enhance multimodal transportation, including pedestrian and bicycle safety.

Council priority #4: Update the Financial Sustainability Plan.

Council priority #5: Implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan.

Council priority #7: Support public safety and social justice reform.

ATTACHMENT A: SITE SELECTION

	Site No.	Site Name		Vulnerable Road Users	Speeding (Ranked)	Crashes (Ranked)	No Feasible Alternative
School Zones	1	Kenmore Elementary School Zone on 73rd Av		YES	3	2	YES
	2	Kenmore Elementary School Zone on 71st Av		YES	9	7	NO
	3	Arrowhead Elementary School Zone on Juanita Dr		YES	1	1	YES
	4	Arrowhead Elementary School Zone on 153rd Pl		YES	7	5	NO
	5	Arrowhead Elementary School Zone on Arrowhead Dr		YES	5	8	NO
	6	Moorlands Elementary School Zone on 84th Av		YES	8	8	NO
	7	Moorlands Elementary School Zone on 155th St		YES	6	5	NO
	8	Inglemoor High School Zone on Simonds Rd		YES	2	3	YES
	9	Kenmore Middle School Zone on 202nd St		YES	4	4	NO
High Risk Areas	10	Juanita Dr South City Limits to 149th St		YES	5	10	NO
	11	Juanita Dr 158th St to 170th St		YES	3	5	YES
	12	68th Av from 170th St to 175th St		NO	1	4	YES
	13	Simonds Rd South City Limits to 152nd Pl		YES	9	11	NO
	14	Simonds Rd from 84th Av to 75th Av		YES	8	9	NO
	15	170th St from 75th Av to 70th Av		YES	7	8	NO
	16	SR 522 from West City Limits to 61st Av		NO	#N/A	2	YES
	17	SR 522 from 61st Av to 68th Av		NO	#N/A	1	YES
	18	SR 522 from 68th Av to 73rd Av		NO	6	6	YES
	19	SR 522 from 73rd Av to 80th Av		NO	4	3	YES
	20	SR 522 from 80th Av to East City Limits		NO	2	7	YES

ATTACHMENT A: SITE SELECTION

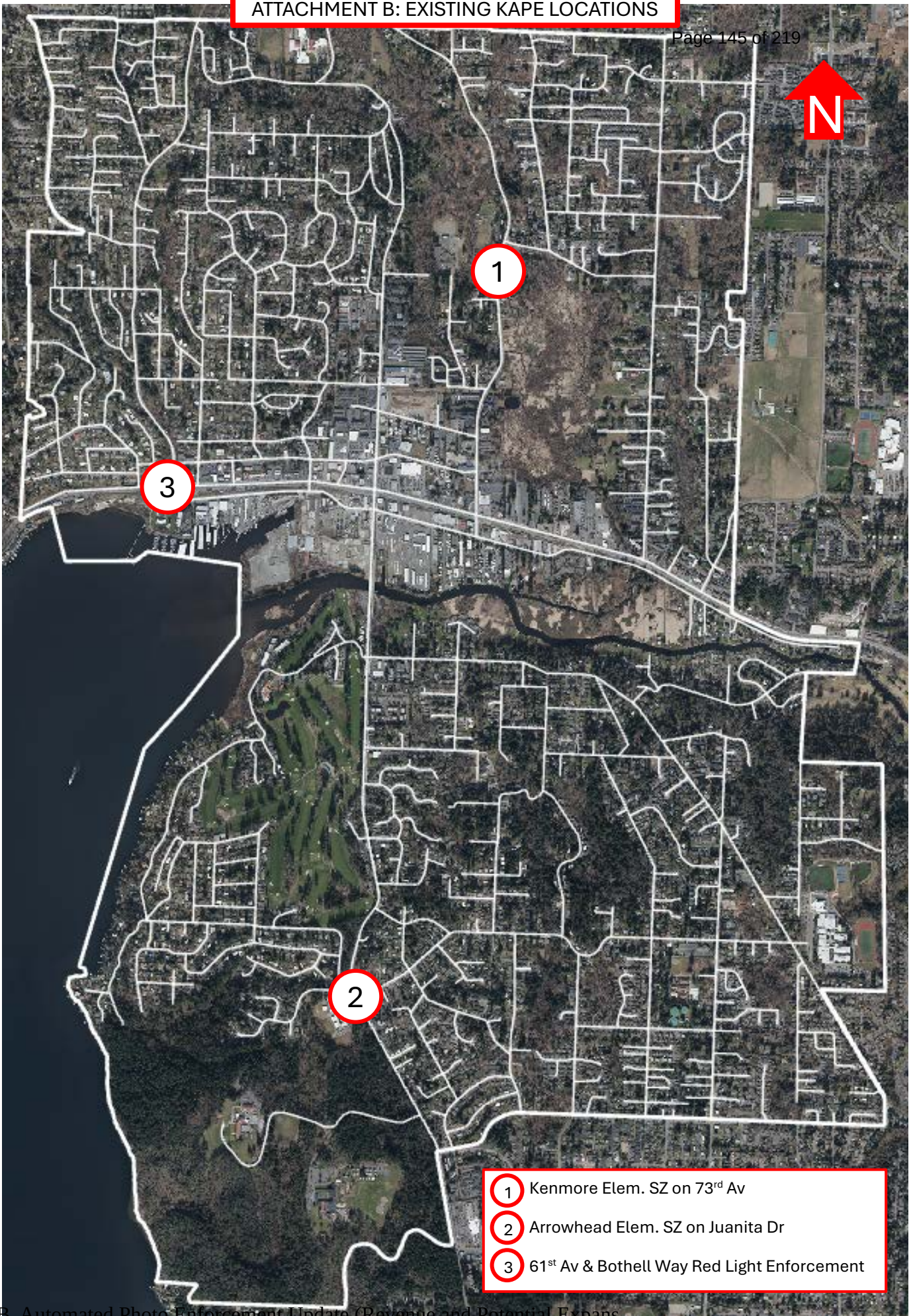
Summary											
Est. Crash Risk Reduction (%)											
	Site No.	Site Name	All	Injury	Fatal	Annual Violations	SZ Violation Rate	Reg Violation Rate	Annual Net Revenue	Daily Volume	
School Zones	1	Kenmore Elementary School Zone on 73rd Av	11%	21%	34%	7207	1%	41%	\$ 375,348	5,337	
	2	Kenmore Elementary School Zone on 71st Av	2%	4%	7%	100	28%	2%	\$ (66,140)	401	
	3	Arrowhead Elementary School Zone on Juanita Dr	13%	24%	39%	16094	1%	51%	\$ 824,143	9,633	
	4	Arrowhead Elementary School Zone on 153rd Pl	16%	30%	47%	3097	82%	41%	\$ 109,188	1,799	
	5	Arrowhead Elementary School Zone on Arrowhead Dr	15%	27%	43%	3658	70%	36%	\$ 141,966	2,511	
	6	Moorlands Elementary School Zone on 84th Av	6%	12%	19%	2038	89%	19%	\$ 47,243	2,250	
	7	Moorlands Elementary School Zone on 155th St	14%	27%	43%	3470	82%	37%	\$ 131,002	2,359	
	8	Inglemoor High School Zone on Simonds Rd	9%	15%	22%	8453	88%	14%	\$ 393,296	8,044	
	9	Kenmore Middle School Zone on 202nd St	21%	38%	58%	4068	74%	58%	\$ 165,974	1,849	
High Risk Areas	10	Juanita Dr South City Limits to 149th St	13%	24%	40%	17259		49%	\$ 837,993	9,572	
	11	Juanita Dr 158th St to 170th St	17%	31%	50%	26082		65%	\$ 1,283,531	10,926	
	12	68th Av from 170th St to 175th St	18%	33%	53%	52807		70%	\$ 2,633,145	20,595	
	13	Simonds Rd South City Limits to 152nd Pl	0%	0%	0%	5262		11%	\$ 232,152	12,647	
	14	Simonds Rd from 84th Av to 75th Av	3%	5%	10%	5511		15%	\$ 244,697	9,933	
	15	170th St from 75th Av to 70th Av	5%	9%	16%	6817		22%	\$ 310,642	8,489	
	16	SR 522 from West City Limits to 61st Av	NO DATA			NO DATA			NO DATA	44,000	
	17	SR 522 from 61st Av to 68th Av	NO DATA			NO DATA			NO DATA	41,000	
	18	SR 522 from 68th Av to 73rd Av	0%	0%	0%	12614		11%	\$ 603,427	32,000	
	19	SR 522 from 73rd Av to 80th Av	0%	0%	0%	19732		16%	\$ 962,861	34,000	
	20	SR 522 from 80th Av to East City Limits	2%	4%	8%	34500		28%	\$ 1,708,640	34,000	

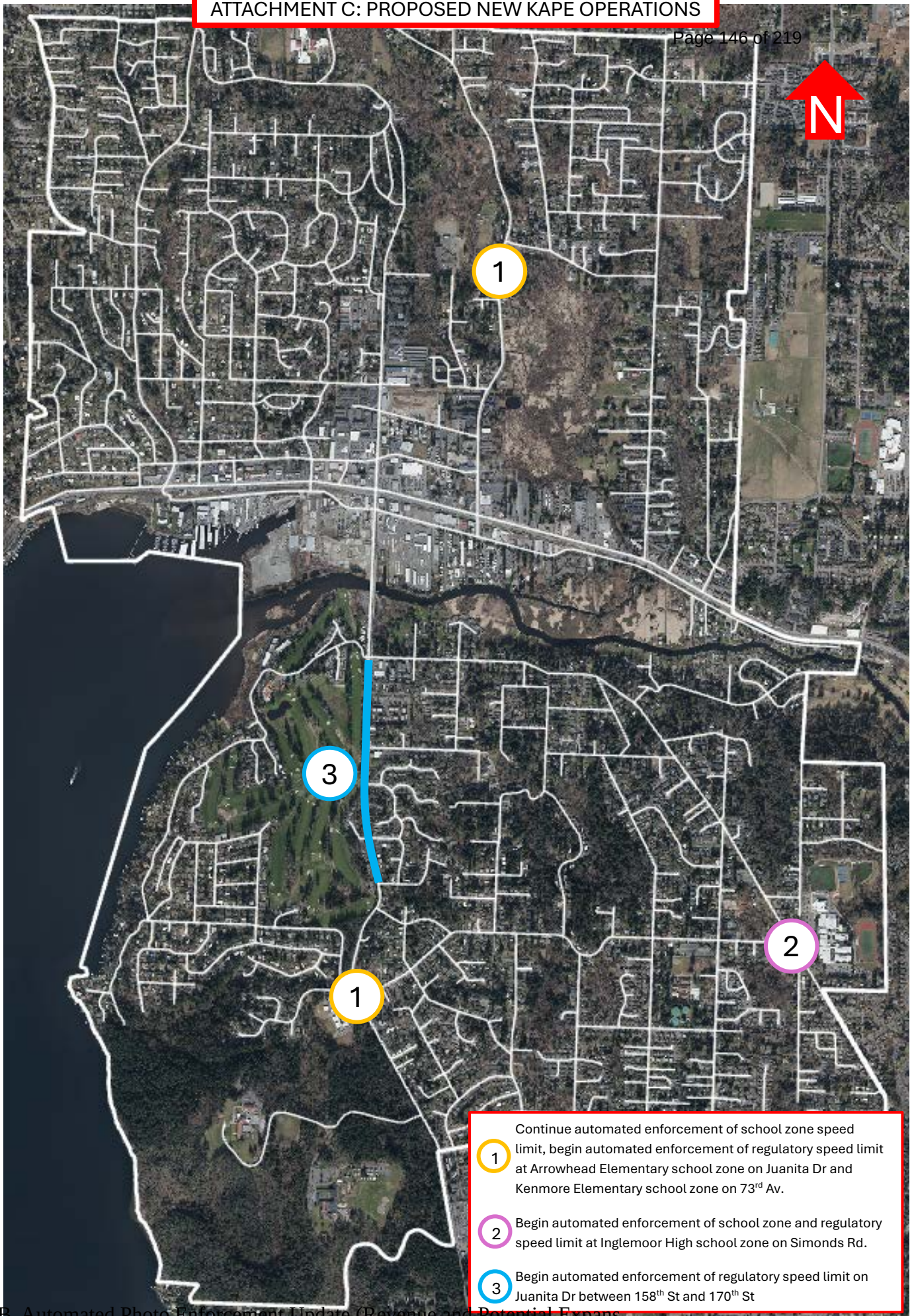
ATTACHMENT A: SITE SELECTION

School Zone Speed Violation Enforcement Assessment											Est. Crash Risk Reduction (%)			Est. Crash Reduction (Count, 5Yr)		
	Site No.	Site Name	% SZ Annual Volume	SZ Volume	Speed Limit	Mean Speed	Current % 6+ MPH	Est. Viol/Yr	Est. Speed Reduction (MPH)	Est. Speed Reduction (%)	All	Injury	Fatal	All	Injury	Fatal
School Zones	1	Kenmore Elementary School Zone on 73rd Av	9.1%	486							Existing KAPE SZ Location					
	2	Kenmore Elementary School Zone on 71st Av	18.8%	75	20	22.8	28.20%	78	2.8	12%	2%	4%	7%	0.0	0.0	#N/A
	3	Arrowhead Elementary School Zone on Juanita Dr	10.6%	1,021							Existing KAPE SZ Location					
	4	Arrowhead Elementary School Zone on 153rd Pl	14.7%	264	20	28.6	81.80%	790	8.6	30%	4%	8%	11%	0.1	#N/A	#N/A
	5	Arrowhead Elementary School Zone on Arrowhead Dr	11.0%	276	20	27.6	69.90%	705	7.6	28%	3%	5%	8%	#N/A	#N/A	#N/A
	6	Moorlands Elementary School Zone on 84th Av	8.6%	194	20	30.3	88.80%	627	10.3	34%	3%	5%	7%	#N/A	#N/A	#N/A
	7	Moorlands Elementary School Zone on 155th St	8.1%	191	20	28.1	82.30%	574	8.1	29%	2%	4%	6%	0.0	#N/A	#N/A
	8	Inglemoor High School Zone on Simonds Rd	19.8%	1,593	20	31.4	88.30%	5,133	11.4	36%	7%	12%	16%	0.4	0.2	#N/A
	9	Kenmore Middle School Zone on 202nd St	15.9%	294	20	28.6	73.90%	793	8.6	30%	5%	8%	12%	0.2	#N/A	#N/A
High Risk Areas	10	Juanita Dr South City Limits to 149th St														
	11	Juanita Dr 158th St to 170th St														
	12	68th Av from 170th St to 175th St														
	13	Simonds Rd South City Limits to 152nd Pl														
	14	Simonds Rd from 84th Av to 75th Av														
	15	170th St from 75th Av to 70th Av														
	16	SR 522 from West City Limits to 61st Av														
	17	SR 522 from 61st Av to 68th Av														
	18	SR 522 from 68th Av to 73rd Av														
	19	SR 522 from 73rd Av to 80th Av														
	20	SR 522 from 80th Av to East City Limits														

ATTACHMENT A: SITE SELECTION

Regulatory Speed Limit Violation Enforcement Assessment																		
	Site No.	Site Name	Daily Volume	Speed Limit	Mean Speed	% 6+ MPH	Est. Viol/Yr	Est. Speed Reduction (MPH)	Est. Speed Reduction (%)	5 Year Crash History (2019-2022)			Est. Crash Risk Reduction (%)			Est. Crash Reduction (Count, 5Yr)		
										All	Injury	Fatal	All	Injury	Fatal	All	Injury	Fatal
School Zones	1	Kenmore Elementary School Zone on 73rd Av	4,851	30	34.1	40.70%	7,207	4.1	12%	8	2	0	11%	21%	34%	0.9	0.4	#N/A
	2	Kenmore Elementary School Zone on 71st Av	326	25	22.9	1.90%	23	0.0	0%	1	1	0	0%	0%	0%	0.0	0.0	#N/A
	3	Arrowhead Elementary School Zone on Juanita Dr	8,612	30	35	51.20%	16,094	5.0	14%	9	4	0	13%	24%	39%	1.1	0.9	#N/A
	4	Arrowhead Elementary School Zone on 153rd Pl	1,535	25	29.1	41.20%	2,308	4.1	14%	2	0	0	12%	22%	37%	0.2	#N/A	#N/A
	5	Arrowhead Elementary School Zone on Arrowhead Dr	2,235	25	28.7	36.20%	2,953	3.7	13%	0	0	0	11%	21%	36%	#N/A	#N/A	#N/A
	6	Moorlands Elementary School Zone on 84th Av	2,057	30	31.2	18.80%	1,411	1.2	4%	0	0	0	4%	7%	12%	#N/A	#N/A	#N/A
	7	Moorlands Elementary School Zone on 155th St	2,168	25	28.8	36.60%	2,896	3.8	13%	2	0	0	12%	23%	37%	0.2	#N/A	#N/A
	8	Inglemoor High School Zone on Simonds Rd	6,451	35	35.7	14.10%	3,320	0.7	2%	6	2	0	2%	3%	6%	0.1	0.1	#N/A
	9	Kenmore Middle School Zone on 202nd St	1,555	25	31	57.70%	3,275	6.0	19%	5	0	0	16%	29%	46%	0.8	#N/A	#N/A
High Risk Areas	10	Juanita Dr South City Limits to 149th St	9,572	30	34.5	49.40%	17,259	4.5	13%	9	4	0	13%	24%	40%	1.2	1.0	#N/A
	11	Juanita Dr 158th St to 170th St	10,926	30	36.13	65.40%	26,082	6.1	17%	23	10	0	17%	31%	50%	3.9	3.1	#N/A
	12	68th Av from 170th St to 175th St	20,595	30	36.7	70.25%	52,807	6.7	18%	28	9	0	18%	33%	53%	5.1	3.0	#N/A
	13	Simonds Rd South City Limits to 152nd Pl	12,647	35	34.8	11.40%	5,262	0.0	0%	4	2	0	0%	0%	0%	0.0	0.0	#N/A
	14	Simonds Rd from 84th Av to 75th Av	9,933	35	36	15.20%	5,511	1.0	3%	12	4	0	3%	5%	10%	0.3	0.2	#N/A
	15	170th St from 75th Av to 70th Av	8,489	35	36.7	22.00%	6,817	1.7	5%	13	5	0	5%	9%	16%	0.6	0.5	#N/A
	16	SR 522 from West City Limits to 61st Av	44,000	35	NO DATA		0	NO DATA		39	9	1	NO DATA					
	17	SR 522 from 61st Av to 68th Av	41,000	35	NO DATA		0	NO DATA		52	12	0	NO DATA					
	18	SR 522 from 68th Av to 73rd Av	32,000	35	34.6	10.80%	12,614	0.0	0%	22	6	0	0%	0%	0%	0.0	0.0	#N/A
	19	SR 522 from 73rd Av to 80th Av	34,000	35	34.25	15.90%	19,732	0.0	0%	34	7	0	0%	0%	0%	0.0	0.0	#N/A
	20	SR 522 from 80th Av to East City Limits	34,000	35	35.78	27.80%	34,500	0.8	2%	20	5	0	2%	4%	8%	0.4	0.2	#N/A





-  Continue automated enforcement of school zone speed limit, begin automated enforcement of regulatory speed limit at Arrowhead Elementary school zone on Juanita Dr and Kenmore Elementary school zone on 73rd Av.
-  Begin automated enforcement of school zone and regulatory speed limit at Inglemoor High school zone on Simonds Rd.
-  Begin automated enforcement of regulatory speed limit on Juanita Dr between 158th St and 170th St

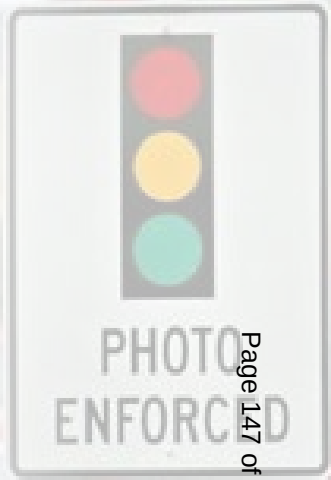
Kenmore Automated Photo Enforcement

Overview, Expansion, & Impact

Tobin Bennett-Gold, P.E.
City Traffic Engineer



Monday June 24, 2024

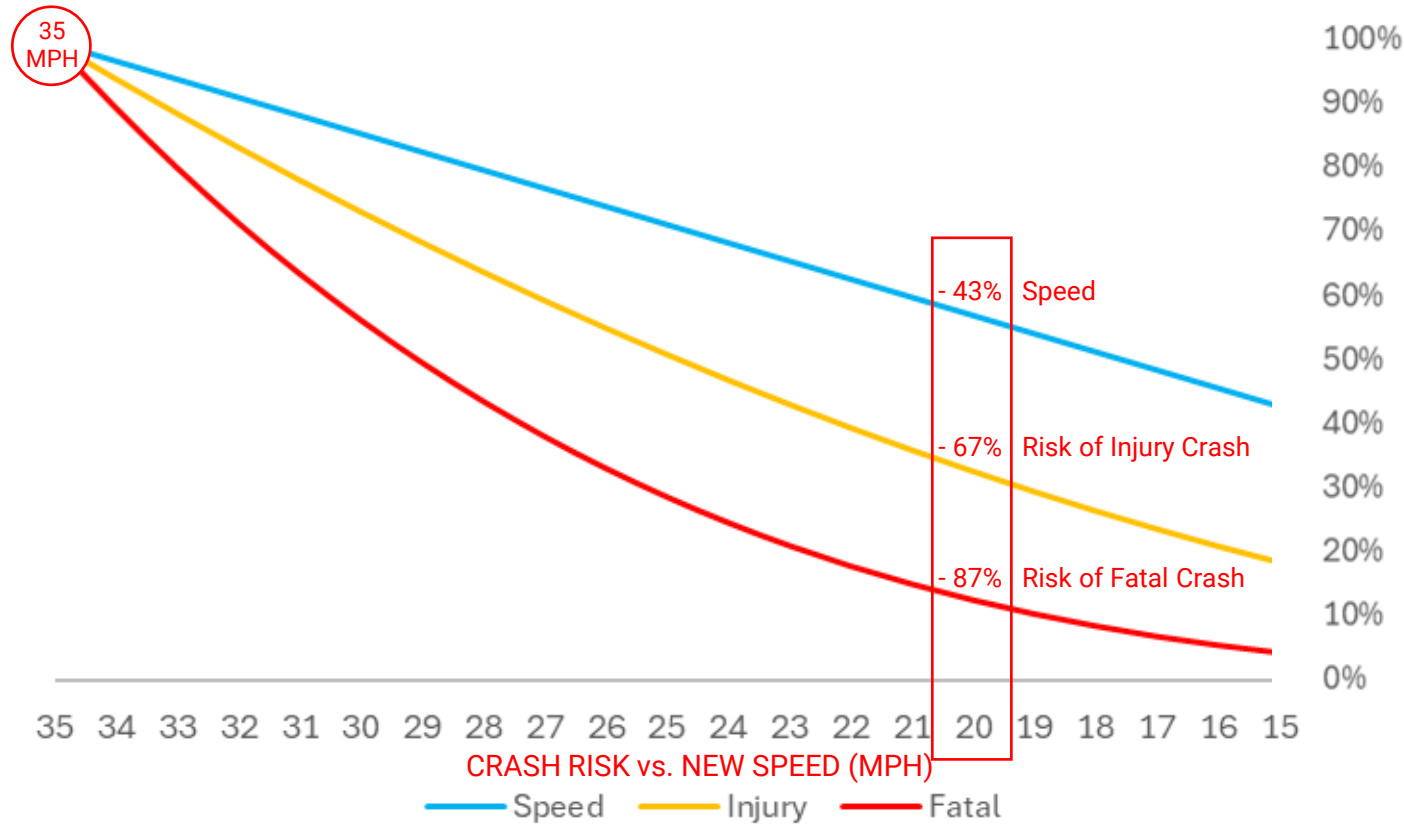


Why is Speed Reduction Important?

$$\frac{\text{New Crash Rate}}{\text{Old Crash Rate}} = \frac{\text{New Speed}}{\text{Old Speed}}$$

$$\frac{\text{New Injury Crash Rate}}{\text{Old Injury Crash Rate}} = \left(\frac{\text{New Speed}}{\text{Old Speed}} \right)^2$$

$$\frac{\text{New Fatal Crash Rate}}{\text{Old Fatal Crash Rate}} = \left(\frac{\text{New Speed}}{\text{Old Speed}} \right)^4$$



Kenmore Automated Photo Enforcement Foundational Values:

- Safe**
- Net safety value at KAPE sites must be positive
 - Revenue dedicated to traffic safety

- Fair**
- Not a “gotcha” system - drivers can avoid violating
 - Last resort – other feasible methods perform poorly

- Equitable**
- Does not disproportionately impact disadvantaged groups
 - Low-burden for drivers who are financially vulnerable

- Transparent**
- Two-month warning period (warnings mailed to violators)
 - Public-facing documentation of practices and outcomes

Kenmore Automated Photo Enforcement

What does success look like?

Safe

- Reduction in crashes
- Reduction in risk factors (e.g. speed, conflicts)

Fair

- Low rate of violations
- Complaints are rare

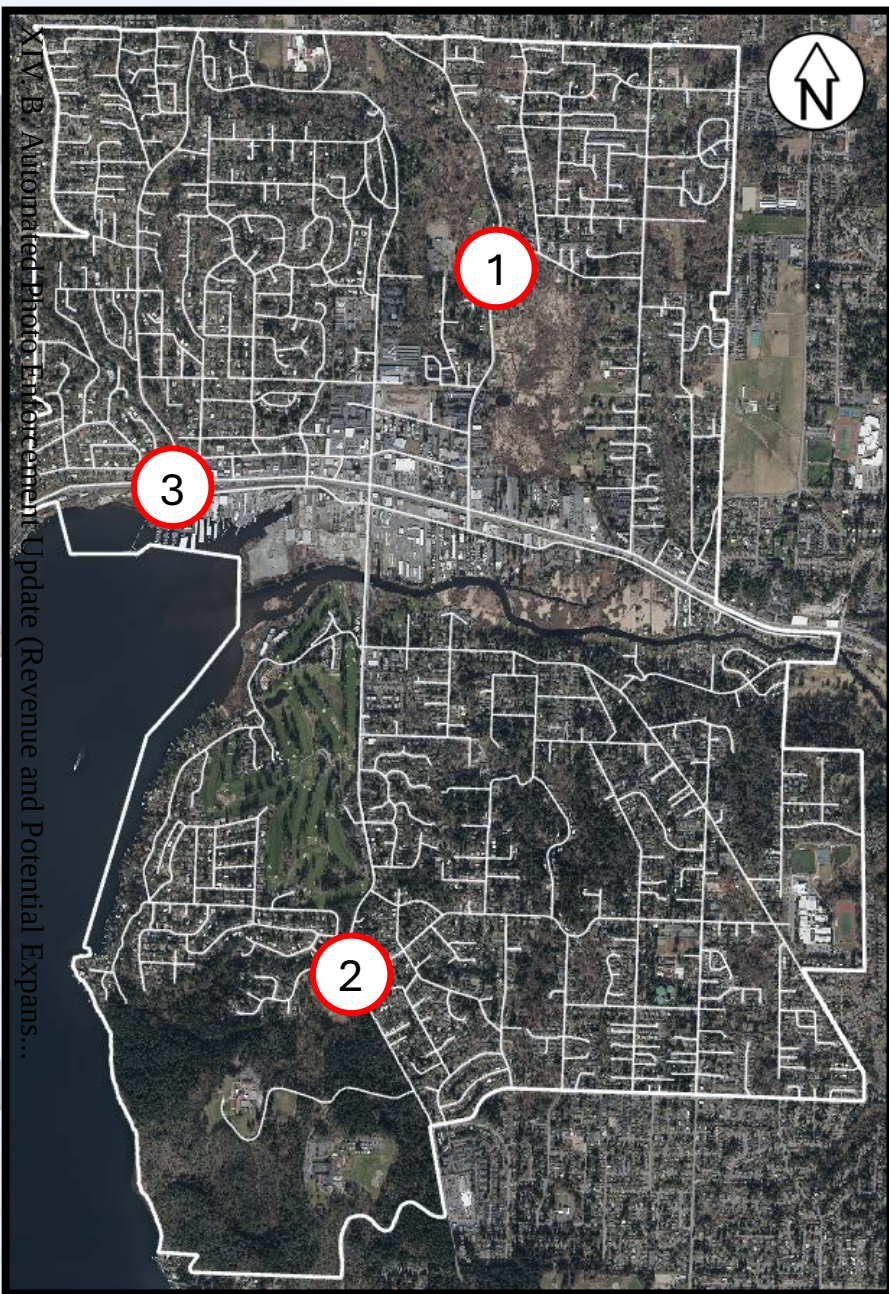
Equitable

- Reduced traffic stops by police
- Fines rarely go to collections

Transparent

- Program information publicly available
- Annual reporting

*2023 KAPE Report
coming in August*



Kenmore Automated Photo Enforcement School Zone System Performance

Total Volume: 1M+

Total NOIs: 15,522

Violation Rate: 1.5%

1 Kenmore Elem.

2 Arrowhead Elem.

Total Volume: 386,000 (2,100/day)

660,000 (3,700/day)

Total NOIs: 6,942 (22/day)

8,580 (33/day)

Violation Rate: 1.8%

1.3%

Mean Speed 21.8 MPH

20.4 MPH

Pre-KAPE Performance

Violation Rate: 87%

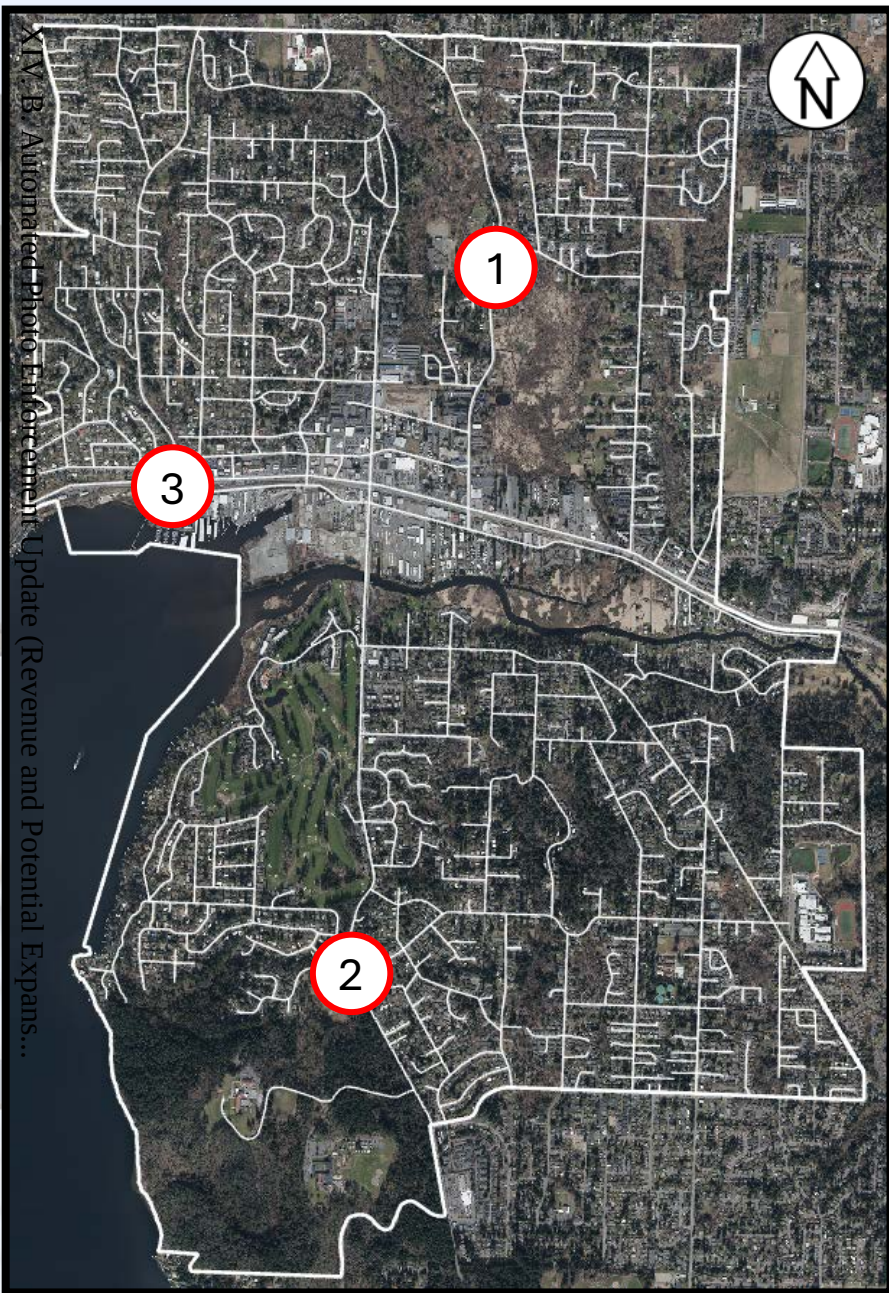
99%

Mean Speed 30.4 MPH

37.0 MPH

	<u>Remittance</u>	<u>Costs</u>	<u>Net Revenue</u>
<u>Estimated Revenue:</u>	\$630k	\$225k	\$405k





Kenmore Automated Photo Enforcement

Red Light Camera Performance

Hazard: Eastbound Left-turning drivers would continue to turn during red arrow, leading to near-miss conflicts with pedestrians in the crosswalk.

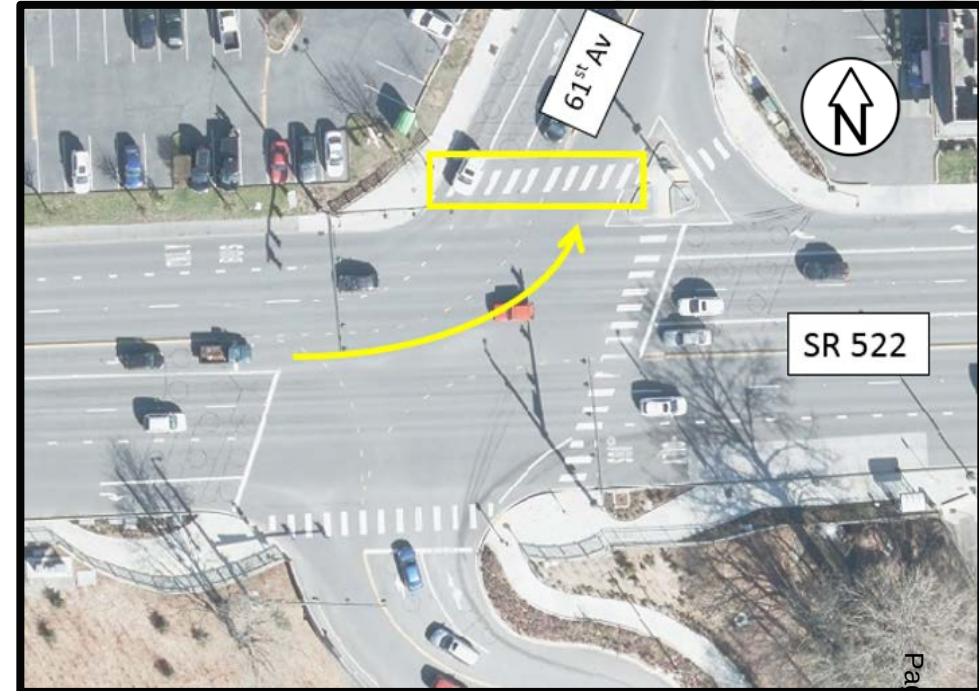
Enforcement for EB Left-turn red-light violations only

Warning Period

Violations Freq.: 1 / week

Pre-KAPE Performance

Ped Near-Miss: 11 / hour



ENFORCED

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**CONTINUOUS ENFORCEMENT PRESENCE → NON-COMPLIANCE EVAPORATES
NEARLY NO VIOLATIONS – WORKING AS INTENDED!**

New Photo Enforcement Laws

Signed March 2024 - - - - - Effective June 2024

New / Revised Program Requirements '24 KAPE '22

- Dedicate revenue to traffic safety activities _____ ✓
- Assess equity of program impact _____ ✓
- Publish program effectiveness
program costs, and revenue uses _____ ✓
- Demonstrate safety need for new sights _____ ✓
- Show that other measures are infeasible _____ ✓



New Photo Enforcement Laws

Signed March 2024

- - - - -

Effective June 2024

Changes affecting revenue

50% Reduced fine for low-income first-time offenders

Lower maximum fine:

- \$290 for school zone violations
- \$145 all other violations

Indexed to inflation

Washing Traffic Safety Commission to receive 25% net revenue from each site 4 years after it begins new or expanded operation



New Photo Enforcement Laws

Signed March 2024

- - - - -

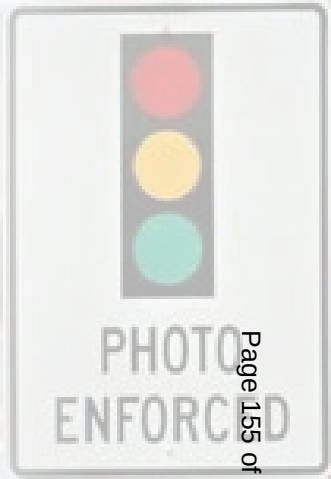
Effective June 2024

Expanded uses for photo enforcement

**Photo enforcement for all speed violations
(not just school zone speed violations)**

**Transit lane violation enforcement
(only permitted in Kenmore once BRT arrives)**

**“Block the Box” & restricted lane enforcement
(Cities of 500,000+ residents)**



Site Selection Criteria

Criteria #0: Travel speeds meet the threshold for traffic calming

Criteria #1: No feasible alternative expected to be effective

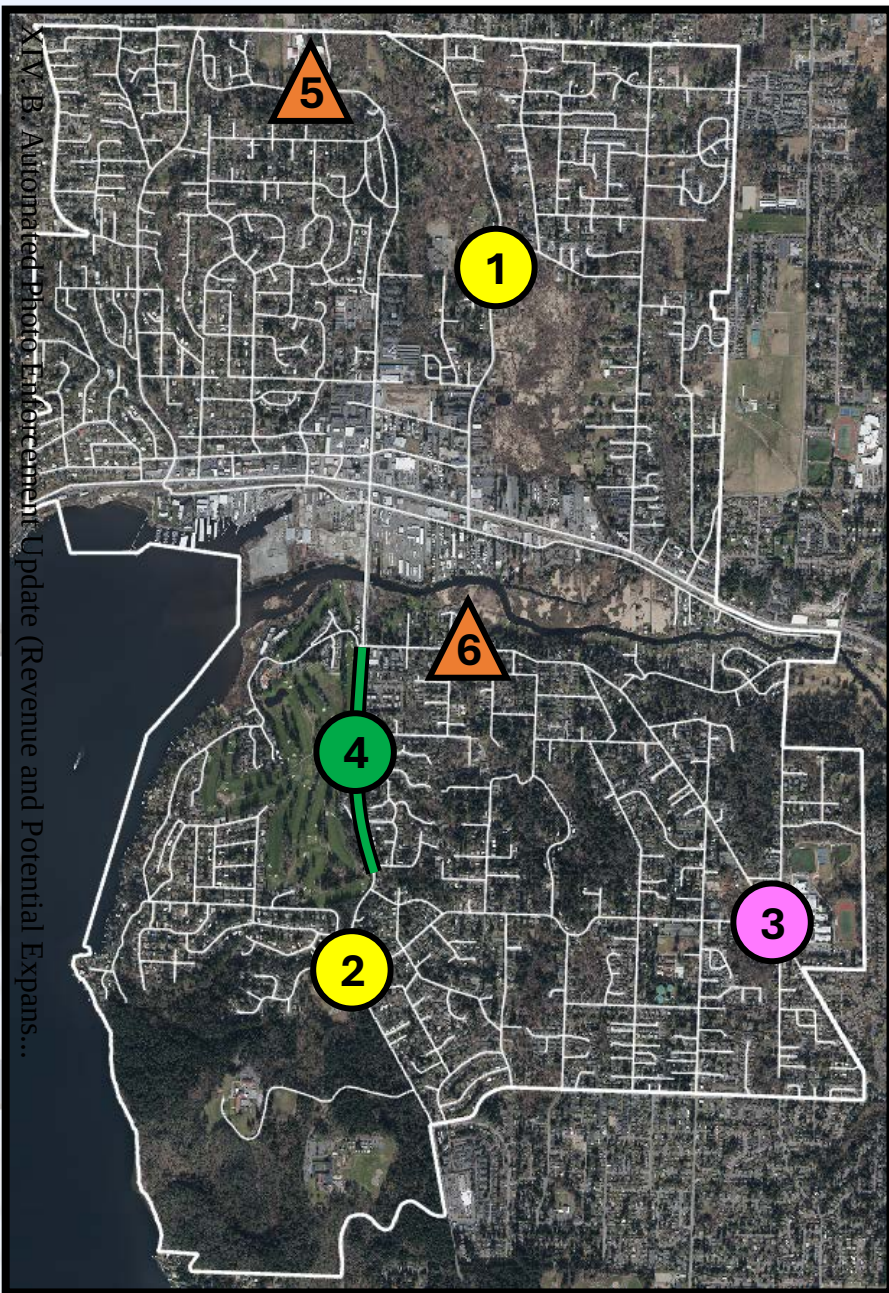
Criteria #2: Vulnerable road users share the traffic environment (bikes / peds do not have fully separated facilities)

Priority #1: Highest frequency of speeding violations

Priority #2: Highest frequency of correctable crashes

Practically the same ranking





Kenmore Automated Photo Enforcement

Proposed Expansion

Extend Existing KAPE School Zones to Continuous Enforcement

Enforcement of school zone speeding violations when the school zone is active, enforcement of regulatory speed violations at all other times.

- 1 Kenmore Elem. SZ on 73rd Av
- 2 Arrowhead Elem. SZ on Juanita Dr

New KAPE School Zone at Inglemoor High on Juanita Dr

Enforcement of school zone speeding violations when the school zone is active, enforcement of regulatory speed violations at all other times.

- 3 Inglemoor High SZ on Juanita Dr

New KAPE Corridor on Juanita Dr from 158th St to 170th St

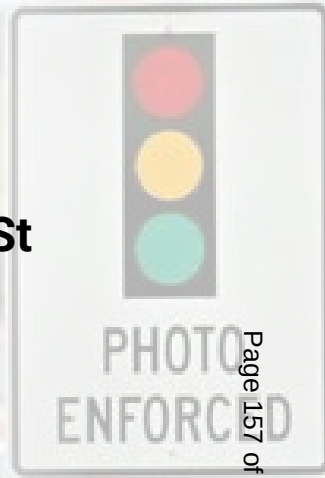
Continuous enforcement of regulatory speed violations.

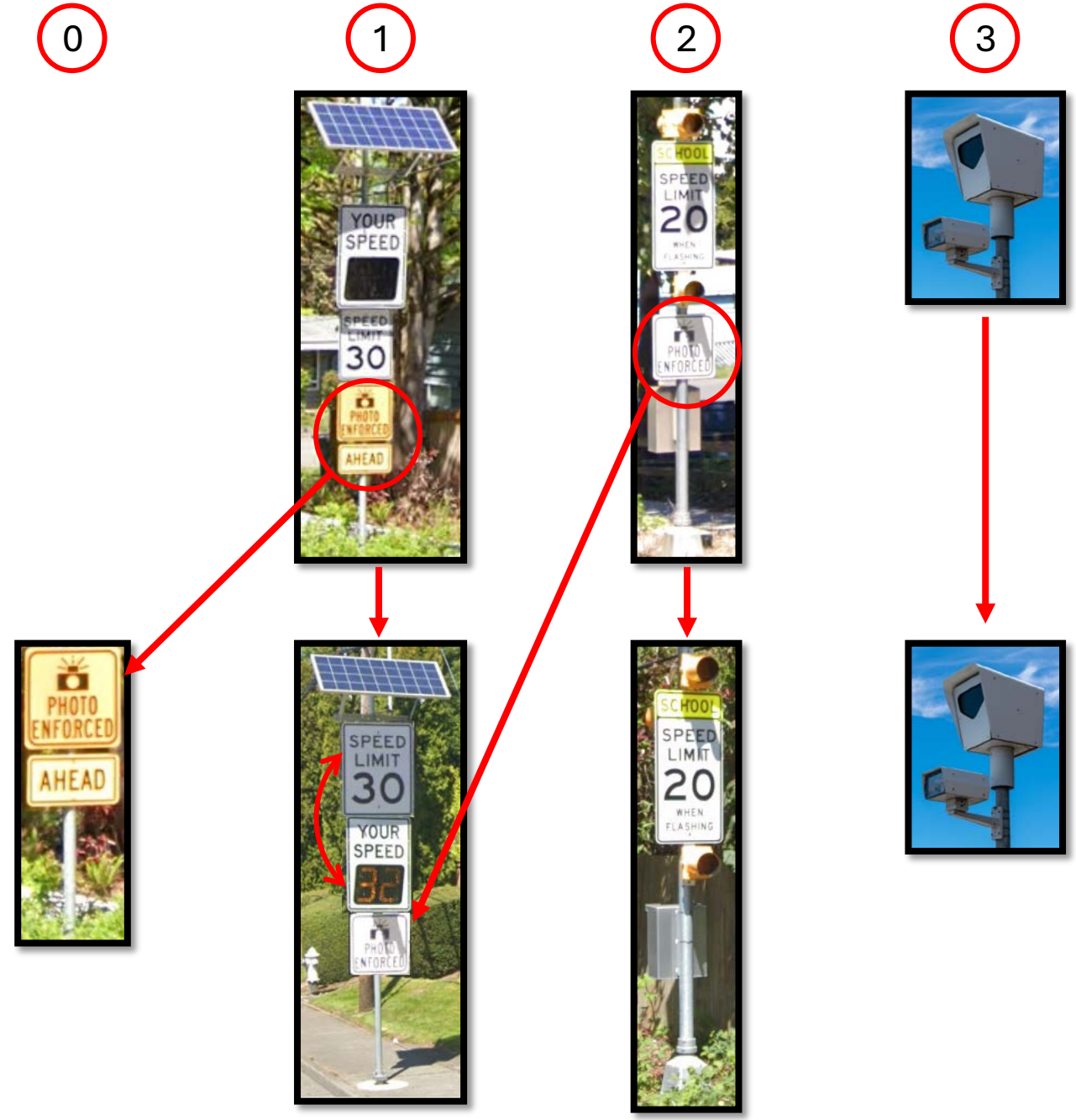
- 4 Juanita Dr from 158th St to 170th St

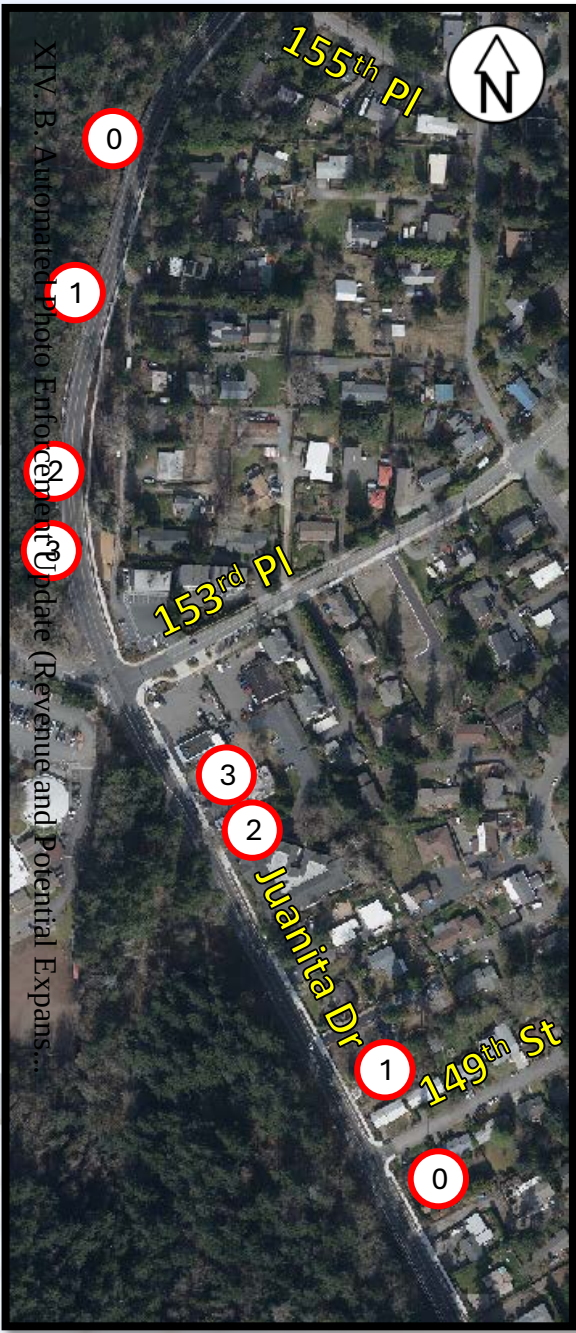
Honorable Mention

Likely to be recommended in the future, but other options not yet exhausted.

- 5 Kenmore Middle SZ on 202nd St
- 6 170th St from 70th Av to 75th Av







Kenmore Automated Photo Enforcement

Proposed School Zone Expansion

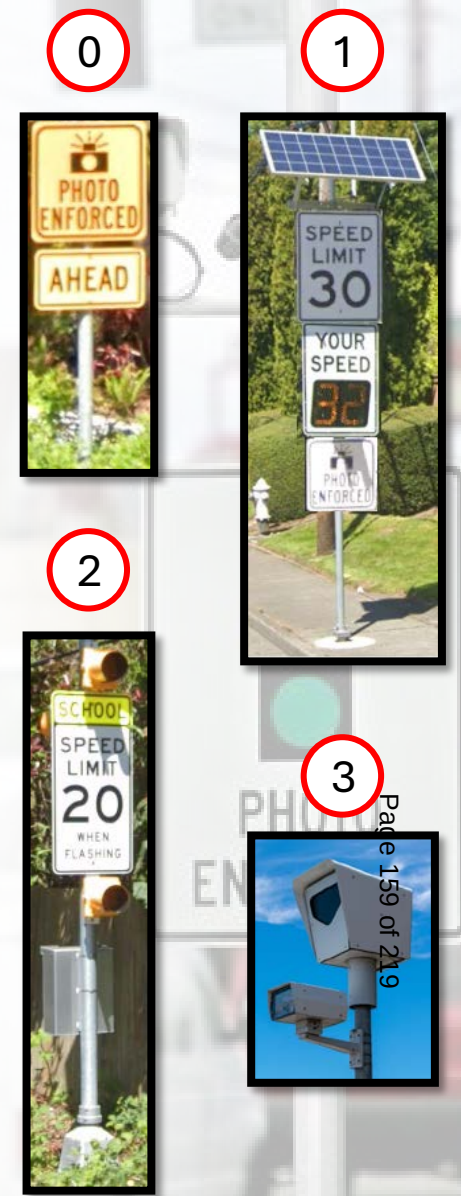
Arrowhead Elem. School Zone on Juanita Dr: Extend School Zone to Continuous Enforcement

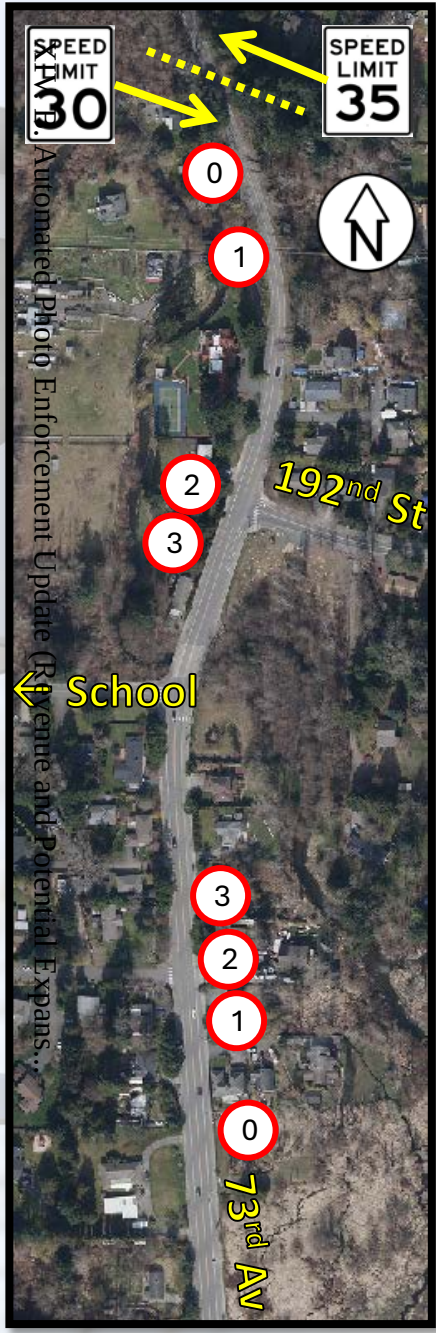
Enforcement of **20 MPH** School Zone
Speed Limit **When School Zone is Active**

Enforcement of **30 MPH** Regulatory
Speed Limit at **All Other Times**

Safety Benefit

	Current	Predicted
<i>Non-school zone hours</i> Mean Speed:	35 MPH	30 MPH
Violation Rate:	51%	0.5%
Reduced Fatal Crash Risk:		39%
<i>All-severity</i> Crash Frequency:	1.8 / Year	1.6 / Year





Kenmore Automated Photo Enforcement

Proposed School Zone Expansion

Kenmore Elem. School Zone on 73rd Av: Extend School Zone to Continuous Enforcement

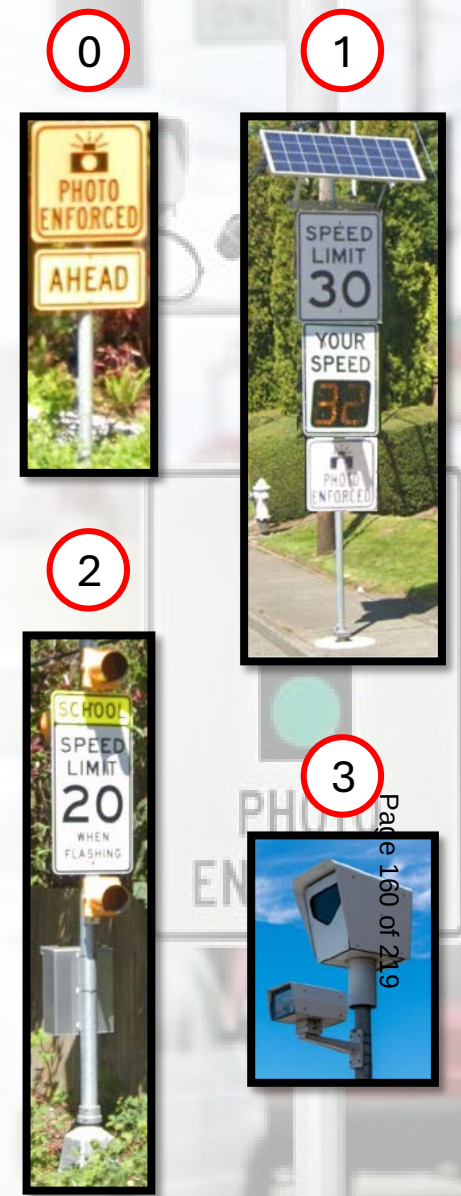
Enforcement of 20 MPH School Zone
Speed Limit When School Zone is Active

Enforcement of 30 MPH Regulatory
Speed Limit at All Other Times

Safety Benefit

*Non-school zone
hours*

	Current	Predicted
Mean Speed:	34 MPH	30 MPH
Violation Rate:	41%	0.4%
Reduced Fatal Crash Risk:		34%
<i>All-severity</i> Crash Frequency:	1.6 / Year	1.4 / Year



Kenmore Automated Photo Enforcement

Proposed New School Zone

Inglemoor High School Zone on Simonds Rd: Continuous Speed Enforcement

Enforcement of **20 MPH** School Zone
Speed Limit **When School Zone is Active**

Enforcement of **30 MPH** Regulatory
Speed Limit at **All Other Times**

	Current		Predicted	
	SZ	Non-SZ	SZ	Non-SZ
Mean Speed:	31 MPH	36 MPH	20 MPH	30 MPH
Violation Rate:	88%	14% (51%)	0.9%	0.5%
Reduced Fatal Crash Risk:			-80%	-49%
<i>All-severity</i> Crash Frequency:	1.2 / Year		1.0 / Year	



Bonus Recommendation:

**Reduce the Speed Limit on Simonds Rd
from 35 MPH to 30 MPH**

- **Recommendation made in 2022 Arterial and Collector Speed Limit Evaluation Study**
- **Moderate speed reduction effect expected from channelization retrofit (in progress now)**
- **Voluntary compliance with current speed is good, compliance with new speed limited is expected to be similar to Juanita Dr**
- **Will be more difficult after continuous photo enforcement is in place**

Kenmore Automated Photo Enforcement

Proposed New School Zone

Inglemoor High School Zone on Simonds Rd: Continuous Speed Enforcement

Enforcement of **20 MPH** School Zone
Speed Limit **When School Zone is Active**

Enforcement of **30 MPH** Regulatory
Speed Limit at **All Other Times**

	Current		Predicted	
	SZ	Non-SZ	SZ	Non-SZ
Mean Speed:	31 MPH	36 MPH	20 MPH	30 MPH
Violation Rate:	88%	14% (51%)	0.9%	0.5%
Reduced Fatal Crash Risk:			-80%	-49%
<i>All-severity</i> Crash Frequency:	1.2 / Year		1.0 / Year	





Kenmore Automated Photo Enforcement

Proposed Corridor Speed Enforcement

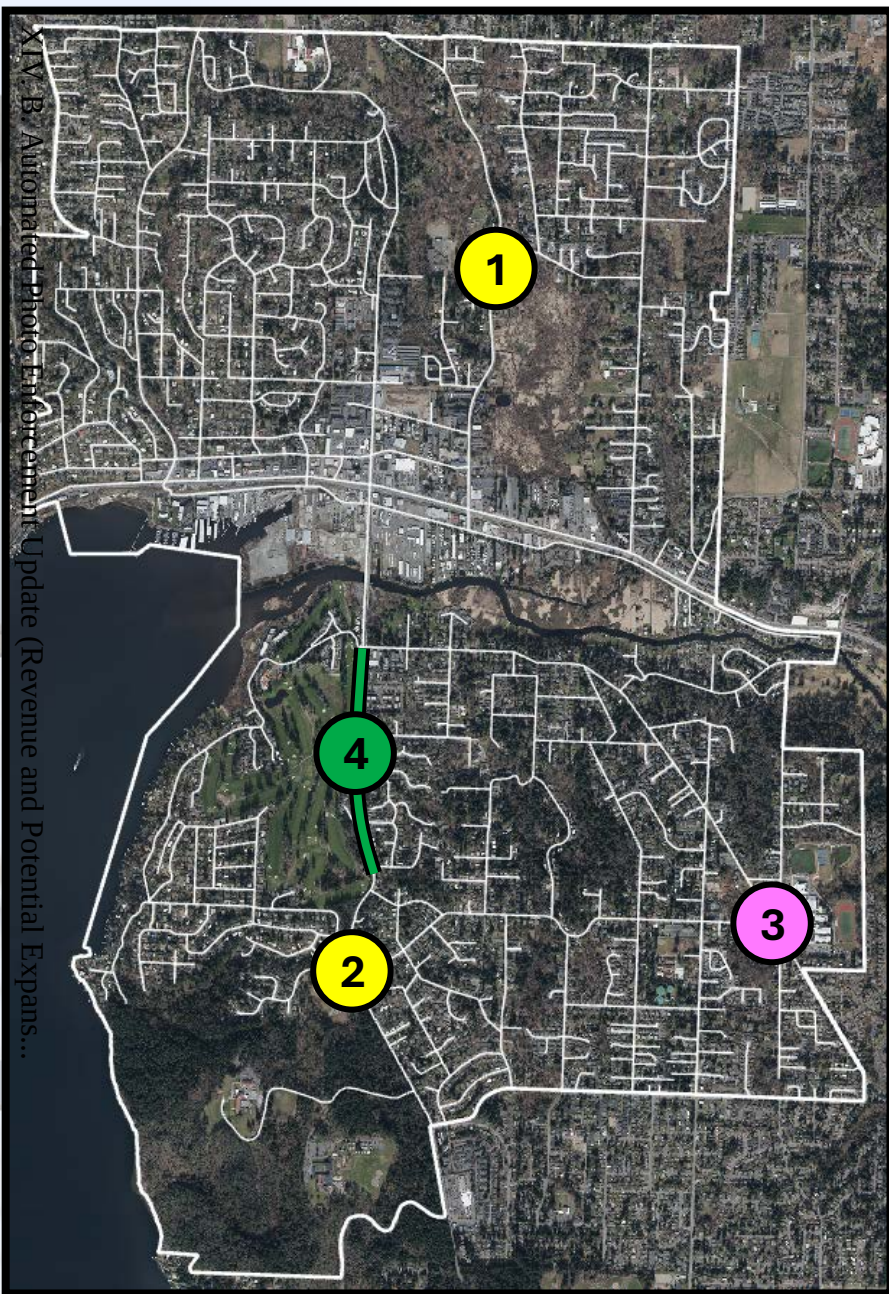
Juanita Dr from 158th St to 170th St: KAPE Corridor Speed Enforcement

Continuous enforcement of 30 MPH Regulatory Speed Limit

Safety Benefit

	Current	Predicted
Mean Speed:	36 MPH	30 MPH
Violation Rate:	65%	0.7%
Reduced Fatal Crash Risk:		-50%
<i>All-severity</i> Crash Frequency:	23 / Year	19 / Year





KAPE Expansion

Financial Impact

Assumptions:

- Similar effectiveness to existing program (less effective → more revenue, less safety)
- Similar rate of non-payment
- \$100 baseline fine (current fine)
(higher fine → more revenue per fine, possibly higher rate of non-payment, no anticipated change in rate of compliance)

	Est. Annual Revenue (Remittance less Expenses)
1 Kenmore Elem. SZ on 73 rd Av Regulatory speed limit enforcement during non-school-zone hours	\$375,000
2 Arrowhead Elem. SZ on Juanita Dr Regulatory speed limit enforcement during non-school-zone hours	\$824,000
3 Inglemoor High SZ on Simonds Rd School zone and regulatory speed limit enforcement	\$393,000
4 Juanita Dr from 158 th St to 170 th St Regulatory speed limit enforcement	\$1,280,000
Net Increase to Annual Revenue: \$2,900,000	

\$2.2M after 25% to WTSC

KAPE Support of the Financial Sustainability Plan

Financial Sustainability Task Force Recommendations

- 2 New KAPE Locations, Increase Fine from \$100 to \$136
- \$1.1M contribution to general fund

Funding Allocation of Projected KAPE Revenue

*Funding legally obligated to traffic safety activities - -
direct contribution to general fund not possible)*

\$2.9M Net revenue, allocated to traffic safety activities:

- \$1.25M to fund police activities supporting traffic safety
- \$1.00M to fund pavement preservation & systemic safety
- \$0.65M to fund other traffic safety projects & activities

KAPE can only support the general fund insofar as it can offset the cost of traffic safety activities.

Financial Sustainability of the KAPE Program

KAPE's ability to fund traffic safety improvements in addition to providing safety at KAPE locations is critical to the longterm health of the program and to building our way of reliance on photo enforcement in the future

Present and long-term impacts to KAPE revenue:

- Increased program costs
- WTSC 25% Contribution after 4 Years

Right-Sizing the KAPE Fine

*Kenmore has the lowest photo enforcement fine in the region;
This is a demonstration of our commitment to equity of impact and reducing the risk of financial disruption to drivers who are economically vulnerable.*

Recommendations for increases to KAPE fine:

- 2025 – Increase fine from \$100 to \$110 to offset increased program costs.
- 2029 – Increase fine from \$110 to \$135 to offset mandatory contribution to Washington Traffic Safety Commission.
- Every 5 years thereafter: Increase fine amount indexed to inflation in alignment with permitted adjustment of fines per the RCW.

KAPE directly supports Kenmore's DEIA Strategic Plan:

- Reduces the need for traffic stops, avoids opportunities for confrontation and escalation
- Reduces opportunity for bias in policing, determination of violation is made without contact or personally identifying information
- Improves bicycle and pedestrian safety and comfort, reducing the reliance on vehicle ownership

Supporting program policies and statistics:

- Personally identifying information is not captured by cameras, license-plate only (state law)
- Safety-based site selection targets the same areas which would be prioritized for in-person enforcement
- Site selection prioritizes sites where vulnerable road users are exposed to high-speed traffic

KAPE supports equity of financial and safety outcomes:

- Low-income road users are disproportionately exposed to crash risk and risk of fatal crash injury
- Low-income road users are disproportionately represented in share of pedestrian, bicycle, and transit trips
- High-income road users are disproportionately represented in personal vehicle trips, and the most likely to receive photo enforcement fines

Supporting program policies and statistics:

- Roughly 99% of drivers are able to voluntarily comply with the speed limit and avoid a fine altogether
- Only 10% of drivers who have received fines have received more than one fine
- 50% reduced fine for low-income first-time offenders (new state law)
- Fine is kept low to minimize risk of financial distress
- Only 0.2% of fines enter collection – less than parking for tickets

Kenmore Automated Photo Enforcement Foundational Values:

Fair

Equitable

Transparent

Safe

Date 05/25/2023 Time 08:08:23.9 AM Limit 020 Speed 049 Dir ^ Fix D09 Int ----- Frame 007 450 A Lane 1
KNMF001 - NB 15063 JUANITA DR NE @ ARROWHEAD ELEMENTARY



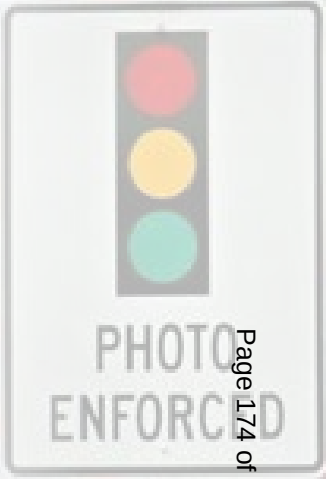


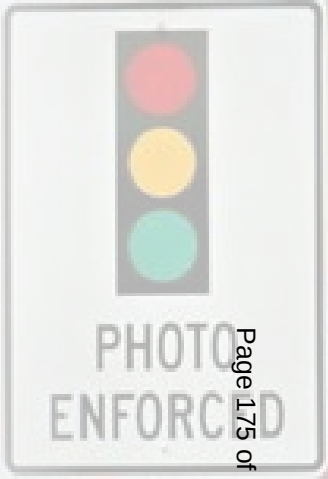






Date 12/04/2023 Time 03:21:08.7 PM Limit 020 Speed 046 Dir ^ Fix D09 Int 0432ms Frame 020 175 B Lane 1
KNMF002 - SB 15247 JUANITA DR NE @ ARROWHEAD ELEMENTARY





Thank you!

- Questions / Discussion
- Direction on KAPE Expansion
- Direction on 170th St / Simonds Rd Speed Limit
- Direction on Fine Amount



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Climate Action Plan Progress Update Proposed Council Action/Motion: Discussion and feedback.	For Council Meeting Agenda of: 06/24/2024 Department: Environmental Services Prepared by: Nina Rasmussen, Climate Action Plan Program Manager <table><tr><td></td><td><u>Initial & Date</u></td></tr><tr><td>Approved by Department Head:</td><td><u>RS 6/12/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>N/A</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 6/12/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 6/12/24</u></td></tr></table> Attachments/Exhibits: None		<u>Initial & Date</u>	Approved by Department Head:	<u>RS 6/12/24</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>MM 6/12/24</u>	Approved by City Manager:	<u>RK 6/12/24</u>
	<u>Initial & Date</u>										
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Approved by Finance Director:	<u>MM 6/12/24</u>										
Approved by City Manager:	<u>RK 6/12/24</u>										
Summary: The City Council was presented with a 2024 climate workplan during the October 23, 2023 Council meeting. This report provides City Council an update on progress on several key items of the workplan to date. Projects are planned to continue throughout the year and into 2025. Information/Background: To meet the City's greenhouse gas reduction goals, several concurrent projects are being implemented, in line with the Climate Action Plan and Climate Action Element of the Comprehensive Plan. A large focus is being placed on energy and transportation, Kenmore's biggest emissions sectors. <table><tr><th>Program/Project</th><th>Status</th></tr><tr><td>Electric Vehicle (EV) Infrastructure Plan and charger deployment</td><td>Department of Commerce funds have been secured for the creation of the infrastructure plan and for a handful of EV chargers to be deployed. A consultant has been selected for the plan with project kickoff happening soon.</td></tr><tr><td>Green Power Program</td><td>EV charger site designs are in the works, but construction must wait on a formal contract from Commerce.</td></tr><tr><td></td><td>Staff are currently assessing how to account for emissions reductions from the program. ICLEI</td></tr></table>		Program/Project	Status	Electric Vehicle (EV) Infrastructure Plan and charger deployment	Department of Commerce funds have been secured for the creation of the infrastructure plan and for a handful of EV chargers to be deployed. A consultant has been selected for the plan with project kickoff happening soon.	Green Power Program	EV charger site designs are in the works, but construction must wait on a formal contract from Commerce.		Staff are currently assessing how to account for emissions reductions from the program. ICLEI		
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	Staff are currently assessing how to account for emissions reductions from the program. ICLEI										

	plans on putting out guidance for this later in the year.
Greenhouse Gas Emissions Inventory	Staff have received data needed to complete the 2021 update and are waiting to receive 2023 data from PSE. Once all data is acquired, analysis and multi-year comparisons will be completed.
Green Jobs Hub	The City has helped promote Envirostars to the Kenmore Business Alliance and plans to increase involvement to garner participation. Projects around solar, urban forestry, EV charging, shoreline restoration, and Rapid Progress+ have and will contribute to developing Kenmore into a green jobs hub.
Solarize Kenmore:	Solarize Kenmore has gotten a large response from the community with over 150 interest forms submitted. The program ends in July and total solar adoptions will be tallied in late summer. A program evaluation will also be performed.
Climate Action Advisory Committee:	The Climate Action Advisory Committee formed and had their first meeting in February. Since then, they have worked to develop ideas on providing additional support to staff through committee-led events, forming community connections, and bringing diverse thought to the table.
Education & Outreach	Education and outreach efforts continue through planned workshops, tabling events, and social media engagement. Several of the workplan items incorporate education and outreach elements to gain community feedback.
Urban Forestry Management Plan:	A grant has been secured from the Washington Department of Natural Resources. The finalized contract is expected within the month. A consultant will be hired this summer to develop the plan. Four (4) Environmental Services interns will start this month and conduct a street tree inventory as part of the scope of work for the Management Plan project.
Natural systems & habitat restoration:	A new Surface Water Capital Projects Manager started in June and will begin managing ongoing planned culvert replacement, restoration and facility retrofit projects funded through the Rapid Progress+ program approved by City Council in 2023 to accelerate implementation of Climate Action and Environmental goals set by the City. Additionally, staff are working on a plan to restore the Lakepointe shoreline.
Expand solar at City Hall:	A grant application is being submitted to the Department of Commerce to help fund the solar expansion. Notifications of awards are expected in July. Funds from this grant will be used to

	expand the existing solar infrastructure on City Hall to the maximum extent practicable.
Electrify City Fleet	As part of the EV Infrastructure Plan, the consultant will be putting together a transition plan for fleet vehicles, taking into account uses and expected charging locations, including close coordination with the City's Public Works Operations Center Project Manager to ensure this facility can accommodate the future EV needs of the City.
LED streetlight conversion	Installation is delayed until early 2025 due to PSE capacity. Once implemented, this project will replace existing high-pressure sodium cobra-head lights with more efficient LED lighting. This will result in cost savings of approximately \$70,000 annually.
Public Works Operations Center Environmental Enhancements	\$463.5K was awarded to the City to include a geothermal heat pump system in the PWOC. The funding was sponsored by Senator Stanford and Representatives Kloba and Duerr and was awarded through the 2024 Legislative Session local community project program. \$2.4M in funds have been requested to provide enhanced environmental elements to the PWOC from the FY 2025 community project funding program and as congressionally directed spending requests. To date, the project has made Congresswoman DelBene's recommended list to the Appropriations Committee. These requests provide funding for expanded solar use, geothermal heating, electrification infrastructure for vehicles and equipment, water reclamation, expanded use of low impact development practices, and more.

Fiscal Consideration:

Grant fiscal summary:

Grants Awarded Since Fall 2023	Amount
EV Charger Deployment - Department of Commerce	\$45,000
EV Infrastructure Plan - Department of Commerce	\$110,000
Urban Forestry Management Plan - Department of Natural Resources	\$105,200
PWOC geothermal - Legislature local community project funding	\$463,500
Award Total	\$723,700

Grants Applied for

City Hall Solar Expansion - Department of Commerce	\$84,600
PWOC enhanced environmental elements - Legislature local community project funding	\$2,400,000
Pending Total	\$2,484,600
Potential Funding Total*	\$3,208,300
*Does not include conservation & restoration funds	
<u>City Council Priority</u> or Budget Objective Being Addressed:	
2. Implement the adopted Climate Action Plan and promote environmental stewardship, including air, forest, and habitat restoration and preservation.	

Climate Action Plan Update

June 24, 2024



CITY OF KENMORE
ENVIRONMENTAL SERVICES



CAP Workplan



Staff developed a workplan for 2024 to implement the CAP and move Kenmore toward our climate goals.

Proposed Action	Funding Source	
	2023-2024	Ongoing
EV Infrastructure Plan (EV charging)	Grant (plan)	Grants (implementation) FSP (implementation)
Solarize Kenmore Program	CAOB	CAOB
Green Power Program (w/ incentive program)	CAOB (Outreach)	FSP (Incentives) Grants
Green Jobs hub	Grant (feasibility study) CAOB	FSP (implementation)
Climate Advisory Committee	CAOB	FSP Grants
Education & Outreach Program	Grants CAOB	Grants FSP
Urban Forestry Management Plan	Grant (plan)	FSP (implementation) Grants
Natural systems & habitat restoration	SWM Grants, Loans	SWM Grants, Loans
Expand solar at City Hall		FSP (implementation) GF, SWM
Electrify City fleet		FSP (implementation) GF, SWM
LED Streetlight replacement		FSP (implementation) Grants, GF
Public Works Operations Center solar		Grants, GF, SWM, Loans

FSP – CAP Team will work with Financial Sustainability Plan Staff & Task Force
Grant – Project relies on grant for funding
CAOB – Project is funded through Climate Action Operating Budget with staff time and/or direct funds
SWM – Project is funded through Surface Water Management Fund
GF – General Fund

Climate Action Advisory Committee



CITY OF KENMORE

ENVIRONMENTAL SERVICES

Members:

Neil Bavins

Chris Eastland

Nancy Hansen

Katherine Hollis

Jack Jensen

Mariana Lassalle

Leah Morgan

Dave Stokes

Pooja Suresh

- Developing projects to support CAP staff
 - Assessing feasibility, resource needs, equity

EV Infrastructure Plan & Charger Deployment



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- Consultant selected and contracted with
 - Consultant is starting current conditions report
 - Workshop and survey in fall to engage community
 - Full plan - Spring 2025
-
- EV charger site design in works
 - Construction awaiting Department of Commerce contracts
 - 2 public chargers
 - 2 fleet chargers

Solarize Kenmore



CITY OF KENMORE

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- Program is underway and closing soon
- Approx. 250 residents have signed on for site assessments
- Finding that Kenmore has many shaded homes
- Will know actual number of sign-ups in late July/August
- Campaign evaluation to follow



Urban Forestry Management Plan



- Contract with Department of Natural Resources underway
- RFQ process for consultant to begin soon
- Management plan – Spring 2025
- Four summer interns started tree inventory – Fall 2024

Green Jobs Hub



CITY OF KENMORE

ENVIRONMENTAL SERVICES

- Promotion of EnviroStars to Kenmore Business Alliance
- Climate projects contribute to developing Kenmore into green jobs hub by bringing work to the city
- Climate Committee projects overlap
- Seeking funding source for more robust efforts

Greenhouse Gas Inventory Update



CITY OF KENMORE

ENVIRONMENTAL SERVICES

- Recently received PSE data for 2023
- Update to come Fall 2024
- 2021 data incomplete, COVID impacts result in most data being anomalous, particularly transportation.
- King County also working on update to regional inventory



Other Updates

- Education & Outreach Program – planned events for summer, integrated in several projects
- Green Power – Staff assessing full impact, how to account for GHG reductions (working with ICLEI)
- Expand Solar at City Hall – grant application submitted
- LED Streetlight replacement – moved to 2025 based on PSE capacity to complete

Other Updates



- PWOC environmental enhancements – City awarded funds from Legislature for geothermal heat pump, additional funds being requested
- Electrify City fleet – EV Infrastructure Plan will help develop transition plan
- Natural systems & habitat restoration – Surface Water Capital Projects Manager hired

Funding Sources



Grants Awarded Since Fall 2023	Amount
EV Charger Deployment - Department of Commerce	\$45,000
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Pending Total	\$2,484,600
Potential Funding Total*	\$3,208,300

*Does not include conservation & restoration funds

Project Schedule



Climate Workplan (2024-2025)	2024												2025											
Description	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Urban Forestry Management Plan																								
EV Infrastructure Plan																								
Solarize Kenmore (2024)																								
Solarize Kenmore (2025) TBD																								
WAEV EV Charger Implementation																								
City Hall Electrification																								
Public Education & Outreach																								
Climate Action Advisory Committee																								
Greenhouse Gas Inventory																								
Restoration Projects																								
EV Infrastructure Implementation																								
Urban Forestry Mgmt Implementation																								
Building Policies/Codes																								
Green Economy/Jobs Strategy																								

Thank you!
Questions?
nrasmussen@kenmorewa.gov



CITY OF KENMORE
ENVIRONMENTAL SERVICES





City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Washington State Department of Ecology
NPDES Municipal Stormwater Permit Update.

Proposed Council Action/Motion:

No Council action/motion is required.

For Council Meeting Agenda of: 06/24/2024

Department: Environmental Services

Prepared by: Richard Sawyer, ES Director
Art Simpson, Senior ES Tech

Initial & Date

Approved by Department Head:

RS

Approved by City Attorney:

NA

Approved by Finance Director:

NA

Approved by City Manager:

RK

Attachments/Exhibits:

None

Summary

The City is required to obtain a Washington State Department of Ecology (Ecology) permit to discharge stormwater to waters of the state (Puget Sound, lakes, rivers, streams, wetlands, shallow groundwater). The City first obtained this permit in 2007 and it renews every 5-years. Permit renewals generally build upon requirements of the previous permit and add new programs, stricter timelines and require adoption of more stringent standards/regulations. The next permit renewal begins August 1, 2024 and this report provides a summary of existing and new permit requirements.

Background

The National Pollutant Discharge Elimination System (NPDES) permit program was created by the federal Clean Water Act of 1972 (as amended in 1977 & 1987). It is intended to protect and restore waters for "beneficial uses" such as fishing and swimming. The federal Environmental Protection Agency (EPA) has delegated permit authority to state environmental agencies and these agencies can set permit conditions in accordance with and in addition to the minimum federal requirements. In Washington State, EPA has authorized NPDES permitting, administration and enforcement to Ecology.

NPDES permits have been written not only for municipal stormwater systems, but also other types of activities such as discharges from construction sites, concentrated animal feeding operations, industrial activities, and publicly-owned wastewater treatment plants. The municipal stormwater permit is intended to reduce the impacts from both point source (i.e. construction site run-off) and non-point source pollution carried by stormwater.

Ecology developed the Western Washington Municipal Stormwater Permit (Permit) and released it in two phases based upon census populations. Phase I permits were issued to municipalities with populations greater than 100,000 in 1999 and Phase II permits were issued to municipalities with

populations less than 100,000 in 2007 (including the City). Ecology has issued the City multiple Permits beginning in 2007, including:

- First Permit: February 16, 2007 through February 15, 2012 (extended through August 31, 2012)
- Second Permit: September 1, 2012 through July 31, 2013
- Third Permit: August 1, 2013 through July 31, 2018 (extended through July 31, 2019)
- Current Permit: August 1, 2019 through July 31, 2024
- Next Permit: August 1, 2024 through July 31, 2029

The Permit authorizes the City to discharge stormwater to surface and ground waters of the state pursuant to conditions set forth in the Permit. A component of these conditions requires the City to produce and implement a Stormwater Management Program (SWMP) and annually submit a SWMP Plan to Ecology along with an annual report, due each year by March 31st.

Permit Programs and Requirements

Implementation of the following programs are required to comply with the City's Permit.

Stormwater Planning

- This program was added in the 2019 Permit.
- City staff coordinate plan updates to ensure that stormwater management needs are included in all planning and regulatory updates. This is ongoing work and requires interdepartmental coordination for any municipal code updates, comprehensive plan updates, and updates to any standards impacting stormwater management.
- City staff developed a Stormwater Management Action Plan (SMAP) for Tributary 0057 in the current Permit cycle and development of another SMAP is required in the next Permit cycle.
- Key Staff and Program Resources:
 - Environmental Services Director: program management
 - Community Development Director: program support, long range planning, regulations
 - Senior Planner: program support, long range planning, regulations
 - Development Services Director: program support, regulations
 - Consultant: program support, plan development

Public Education and Outreach

- This is an original program required since the 2007 Permit and expanded each Permit cycle.
- City staff implement ongoing education and outreach programs that provide general awareness on important stormwater topics (such as pet waste, oil leaks and no dumping in drains), implement targeted outreach to specific audiences (such as spill control practices to business owners).
- In 2019, City staff developed and implemented a behavior change program and this requirement will continue into the next Permit cycle.
- City staff promote and partner with organizations in the community on stewardship opportunities. Starting in 2024, emphasis is added on including activities such as riparian plantings and including business partnerships.
- Key Staff and Program Resources:
 - Environmental Services Director: coordination, oversight
 - Climate Action Program Manager: program management
 - Environmental Services Administrative Specialist: program support, events
 - Communications and Tourism Manager: program support

- Senior Environmental Services Technician: program support, events
- (2) Environmental Services Technician: program support, events
- GIS Analyst: program support, events
- (2) Seasonals: program support, events
- Consultant: program support

Public Involvement and Participation

- This is an original program required since the 2007 Permit.
- City staff update the City's webpage and make all Permit related documents available for review and comment, including the SWMP Plan, annual report, and all documents referenced in the Permit.
- The next Permit cycle requires staff to develop a new plan identifying overburdened communities and developing public involvement opportunities for those communities. This plan is required to be updated annually beginning 2026.
- Key Staff and Program Resources:
 - Environmental Services Director: program management
 - Environmental Services Administrative Specialist: program support, website
 - Assistant to the City Manager: program support, plan development, DEIA implementation

MS4 Mapping and Documentation

- Mapping requirements were mixed with other programs prior to 2019. It became a standalone program in the 2019 Permit and expanded. To date, City staff have mapped all MS4 components into a geographical information systems (GIS) database and the information is available to the public on the City's website (a Permit requirement). Staff update MS4 maps regularly.
- The next Permit cycle adds additional mapping requirements, including:
 - Collect and add material and diameter information for all outfalls.
 - Assess acreage of tributary basins to each outfall and distinguish treated versus untreated areas.
 - Map City owned tree canopy.
- Key Staff and Program Resources:
 - Environmental Services Director: oversight, coordination
 - Senior Environmental Services Technician: program management
 - GIS Analyst: GIS analysis, technical oversight, mapping support
 - Climate Action Program Manager: tree canopy mapping support
 - (2) Environmental Services Technician: mapping support
 - (2) Seasonals: mapping support

Illicit Discharge Detection and Elimination (IDDE)

- This is an original program required since the 2007 Permit and expanded each Permit cycle.
- City staff maintain, and update as necessary, codes to prohibit the discharge of pollutants to the City's MS4
- City staff routinely inspect the City's MS4 for signs of contamination and respond accordingly.
- City staff provide a mechanism to report spills and illicit discharges and respond accordingly.
- City staff comply with Ecology's reporting requirements for all illicit discharges.
- City staff respond to IDDE issues and clean up spills, remove illicit connections, direct cleanup if responsible parties are known and conduct enforcement, if necessary.
- In the next Permit cycle, the City must update codes to:

- Prohibit non-stormwater discharges from post-emergency firefighting activities to the City's MS4.
- Require PCB assessment on certain buildings before allowing washing (without detergents) of building exteriors that result in runoff to the City's MS4.
- Key Staff and Program Resources:
 - Environmental Services Director: program management
 - Environmental Services Administrative Specialist: routing, response
 - Senior Environmental Services Technician: supervision: inspections, reporting
 - (2) Environmental Services Technicians: inspections, reporting
 - (2) Maintenance Supervisors: reporting, response, supervision
 - (5) Maintenance Workers: reporting, response
 - (2) Seasonals: inspections, reporting
 - Contractor: response

Controlling Runoff from New Development, Redevelopment and Construction Sites

- This is an original program required since the 2007 Permit and expanded each Permit cycle.
- City staff adopt, as needed, surface water development design standards that are equivalent to Ecology's current design standards. It is likely that an update will occur at some point within the next Permit cycle (the previous update was in 2021).
- City staff conduct stormwater site plan review for proposed development activities.
- City staff conduct ongoing inspections of projects, including:
 - Pre-construction inspections, primarily to ensure proper installation of erosion controls.
 - Active construction inspections and ongoing erosion control inspections.
 - Post-construction inspections to ensure proper function of drainage facilities.
- Other than updating design standards, the next Permit cycle does not have any significant changes. However, development projects add new drainage facilities to the City's inventory, which grows each year, increasing inspection and maintenance workloads.
- Key Staff and Program Resources:
 - Senior Environmental Services Technician: program management, project review
 - Development Services Planner: plan and permit review
 - Development Review Engineer: plan and permit review, project management
 - Construction Inspector: inspections
 - (2) Environmental Services Technicians: inspections
 - Environmental Services Administrative Specialist: program support, reporting
 - Consultant: additional expertise as needed
 - Development Services Director: additional expertise as needed, authorization
 - City Engineer: additional expertise as needed, authorization
 - Environmental Services Director: additional expertise as needed, authorization

Stormwater Management for Existing Development

- This is a new program added in the 2024 Permit.
- City staff will identify and develop stormwater facility retrofit projects and implement projects by March 31, 2028. Permit compliance will be measured by the acreage of treatment provided by the retrofit facility and is based on the requirement to provide 5-acres per 50,000 population. For Kenmore, the requirement is 2.4-acres treated by 2029.
- Key Staff and Program Resources:
 - Environmental Services Director: program management, planning
 - Environmental Services Capital Projects Manager: project management
 - Consultant: project design, program support

Source Control Program for Existing Development

- This program was added in the 2019 Permit.
- This program requires inspection, application of appropriate best management practices (BMPs), and enforcement, if necessary, of publicly and privately owned institutional, commercial and industrial sites which have the potential to generate pollutants to the City's MS4.
- City staff annually inspect 20% of applicable businesses in City's inventory (currently 280 total) and work with business owners to prevent or eliminate pollution generating activity on the site.
- City staff must respond to all sites that receive credible complaints or have reported illicit discharge activity on the site.
- Key Staff and Program Resources:
 - Senior Environmental Services Technician, program management
 - Environmental Services Technician, inspections, technical assistance, enforcement
 - Environmental Services Administrative Specialist: program support
 - Code Compliance Officer, enforcement (if necessary)

Operations and Maintenance

- This is an original program required since the 2007 Permit and expanded each Permit cycle.
- City staff annually inspect privately maintained flow control/treatment facilities (currently 160 total) and work with property owners for maintenance needs.
- City staff annually inspect publicly maintained flow control/treatment facilities (currently 250 total). City public works operations staff conduct the typical maintenance on facilities and contractors are hired to complete major repairs.
- City staff inspect all publicly owned catch basins (currently 4,700 total) every year. A contractor is hired to clean catch basins (ranging from 400-600 per year).
- City staff manage approximately 12.6 miles (public) and 5.2 miles (private) of open ditch, and 74.6 miles (public) and 61.2 miles (private) of stormwater pipe.
- City staff are required to implement a Stormwater Pollution Prevention Plan for the City's operations facilities and yard.
- New in 2024, City staff will develop and implement a street sweeping program targeting areas that would maximize water quality benefits.
- Key Staff and Program Resources:
 - Environmental Services Director: oversight, coordination
 - Senior Environmental Services Technician: program management
 - Environmental Services Administrative Specialist: routing, administrative support
 - (2) Environmental Services Technicians: inspections
 - (2) Maintenance Supervisors: supervision, facility maintenance
 - (5) Maintenance Workers: facility maintenance
 - (4) Seasonals: facility maintenance
 - Contractor: facility maintenance
 - Consultant: support, as needed, typically on larger maintenance projects

Total Maximum Daily Load Requirements (TMDL)

- This is an original program required since the 2007 Permit and expanded each Permit cycle.
- Ecology conducts water quality assessments statewide and when a waterbody does not meet certain water quality criteria for a variety of parameters it may require a TMDL, or water quality improvement project. In Kenmore, Swamp Creek has a TMDL for bacteria pollution. A TMDL will have specific requirements for that waterbody, including monitoring and clean up plans.

The TMDL process is separate from this Permit, however, Ecology has added additional requirements to the TMDL process as part of the Permit, including:

- Business inspections for specific types of work that may contribute bacteria pollution.
- Public education and outreach on applicable topics, such as pet waste management.
- Operations and maintenance activities that may impact bacteria loading, such as providing pet waste stations at parks.
- Source identification and elimination of potential bacteria sources within the basin
- Additional monitoring and water quality sampling in the City's MS4
- Key Staff and Resources:
 - Environmental Services Director: oversight, coordination
 - (2) Environmental Services Technician: sampling, monitoring, reporting
 - Environmental Services Administrative Specialist: administrative support
 - (2) Seasonals: sampling
 - Accredited Lab: sample analysis

Reporting and Notification

- This is an original program required since the 2007 Permit.
- City staff prepare a SWMP Plan (a narrative describing compliance with all the above programs) and an Annual Report each year and submit it to Ecology on March 31st.
- City staff must, as needed, notify Ecology of IDDE issues within specified timelines throughout the year and track them on Ecology's online database.
- City staff must, as needed, notify Ecology of any non-compliance issues within specified timelines throughout the year and comply with any adaptive management measures required by Ecology.
- Key Staff and Program Resources:
 - Environmental Services Director: oversight, coordination
 - Environmental Services Administrative Specialist: administrative support
 - Senior Environmental Services Technician: reporting
 - (2) Environmental Services Technician: reporting
 - Climate Action Program Manager: reporting
 - GIS Analyst: reporting, GIS analysis

Conclusion

The Permit has a large influence on how the city, and the region, implements surface water management. Permit compliance requires not only ongoing coordination between city departments, but staff also maintain key regional relationships and participate in organized multijurisdictional partnerships to implement interlocal agreements and coordinated efforts to achieve many of the goals within the Permit. As the Permit expands in scope and complexity each Permit cycle, ongoing financial and resource forecasting is conducted to ensure appropriate funding is maintained. In 2023, City staff worked with a consultant to analyze surface water management rates, both operational and capital, and provided a recommendation of updated rates to City Council that supported Permit compliance through 2029, based on the best available knowledge at the time. City Council adopted staff's recommended rate structure and they have been in effect since January 1, 2024. The City is prepared to move forward with implementation of the new Permit, as described above, beginning August 1, 2024.

Fiscal Consideration:

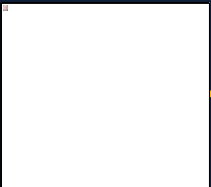
Permit compliance is funded through Surface Water Management Service Charge revenue, Capital Facilities Charge revenue, development permit fees, grants and loans.

City Council Priority or Budget Objective Being Addressed:

#2 Implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

NPDES Permit

New Permit Update (2024-2029)



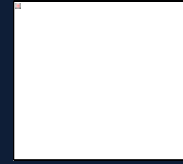
CITY OF KENMORE

ENVIRONMENTAL SERVICES



Key concepts for presentation:

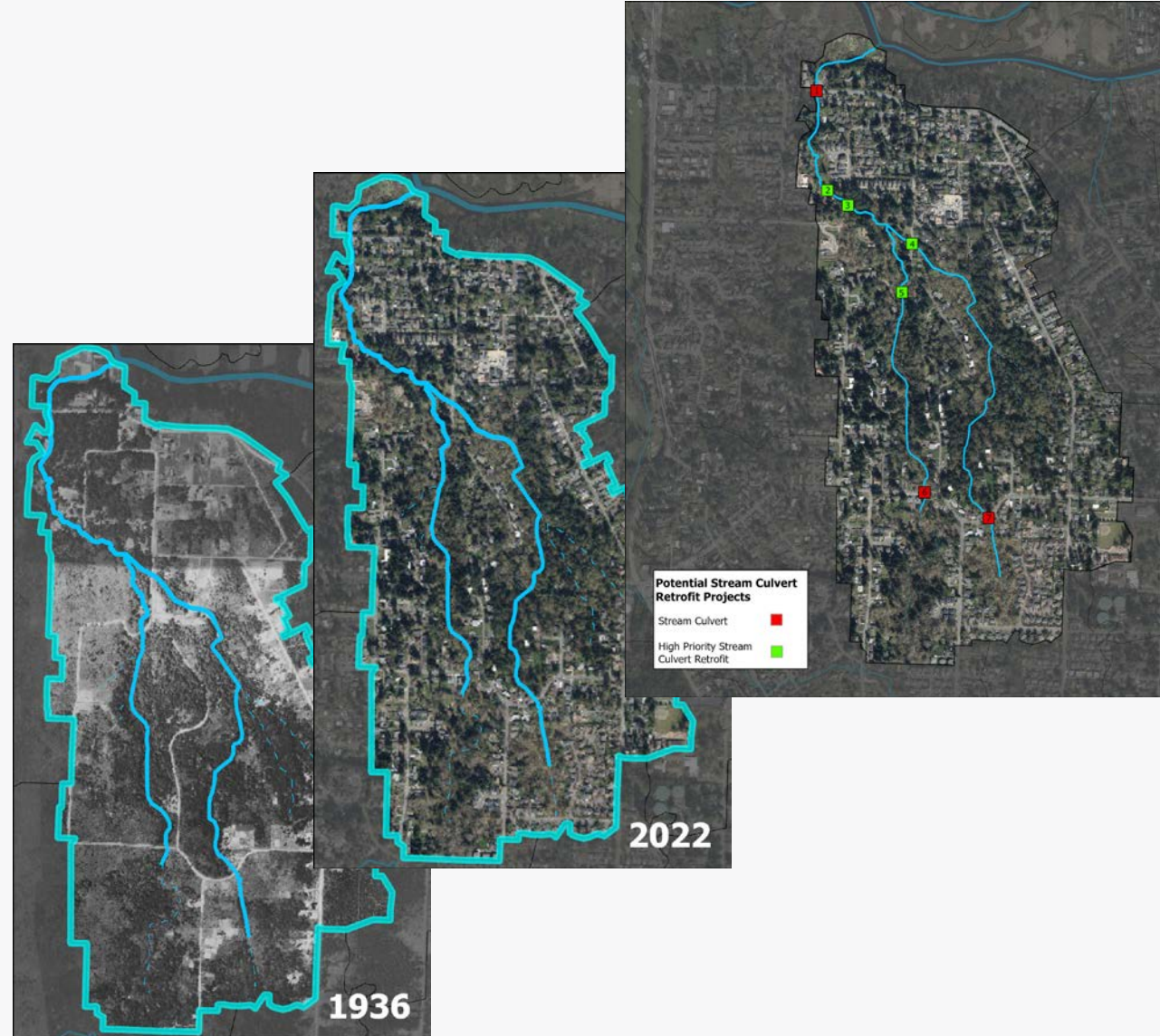
- Clean Water Act
- National Pollutant Discharge Elimination System (NPDES) Permit Program
- U.S. Environmental Protection Agency (EPA) authorizes WA State Department of Ecology (Ecology) to implement the Permit.
- Ecology developed the Western Washington Municipal Stormwater Permit (Permit) which became effective in Kenmore beginning 2007.



Concepts Continued:

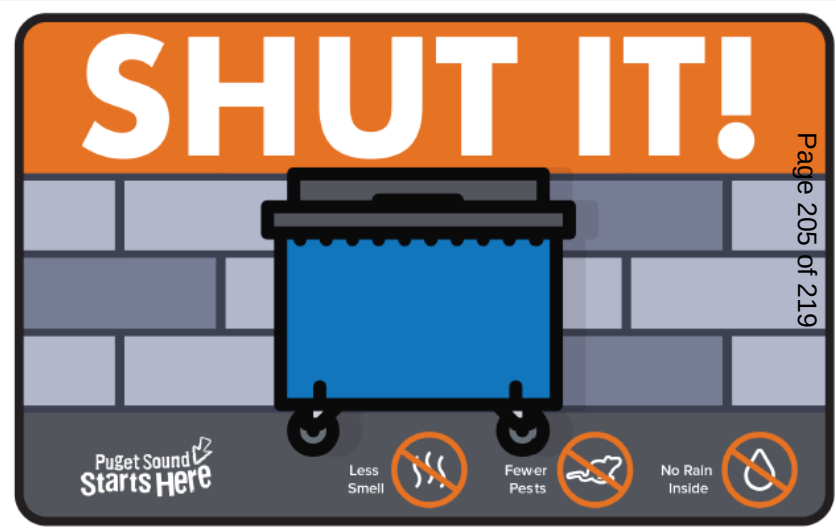
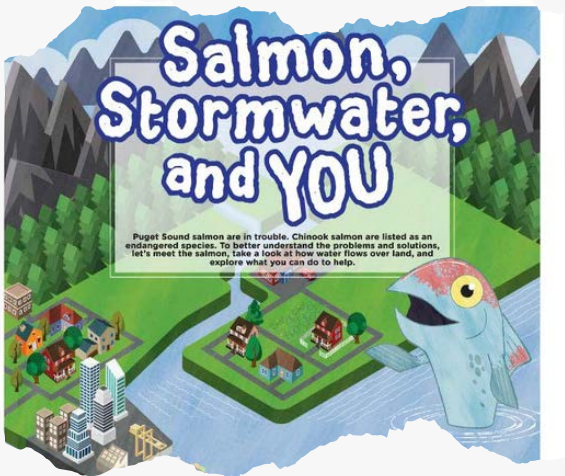
- Permit renews approximately every 5 years.
- Permit compliance authorizes the City to discharge stormwater to Waters of the State.
- The following slides provide a summary of Permit program sections and requirements.
- The current permit expires on July 31, 2024 and the new permit is effective on August 1, 2024.

- Comprehensive Plan
- KMC
- SWM Master Plan
- Standards
- Low Impact Development
- Stormwater Management Action Plan (SMAP)



Public Education & Outreach Public Involvement & Participation

General Awareness
Behavior Change
Stewardship
New Overburdened Communities



Illicit Discharge/Detection/Elimination

CITY OF KENMORE
ENVIRONMENTAL SERVICES



KMC

SW Pollution Prevention Manual

Respond/Cleanup/Report

Annual Inspections (Screening)

**New* Emergency Response Code*

**New* Building Cleaning Code*



Controlling Runoff - Development

CITY OF KENMORE

ENVIRONMENTAL SERVICES

Permits

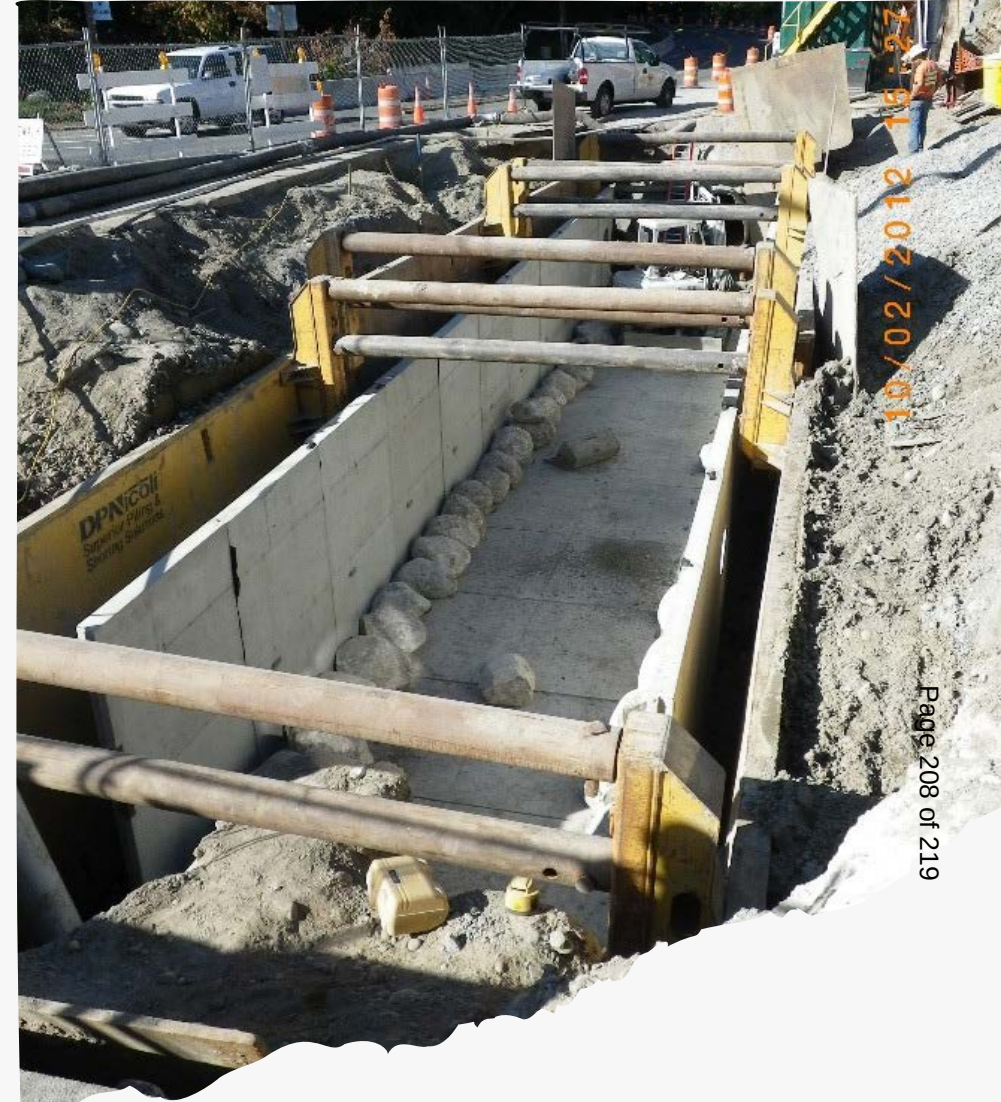
Engineering Review

Inspections

Erosion/Sediment Control

Establish Operations and Maintenance

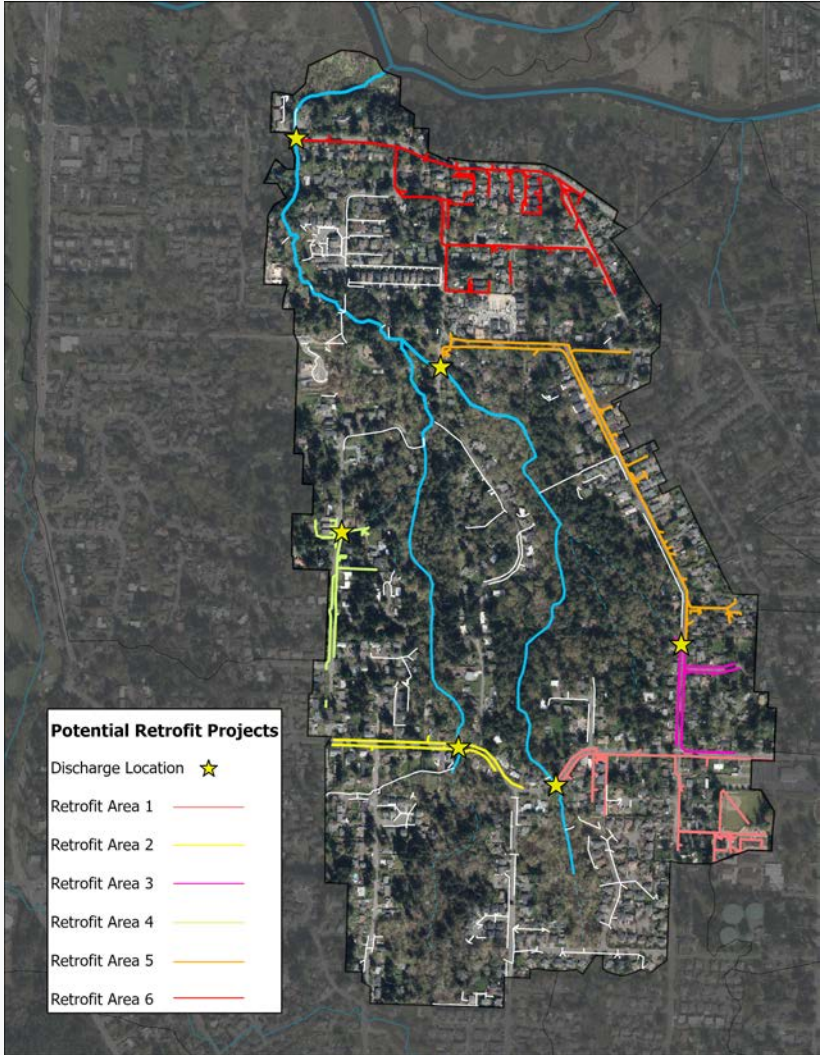
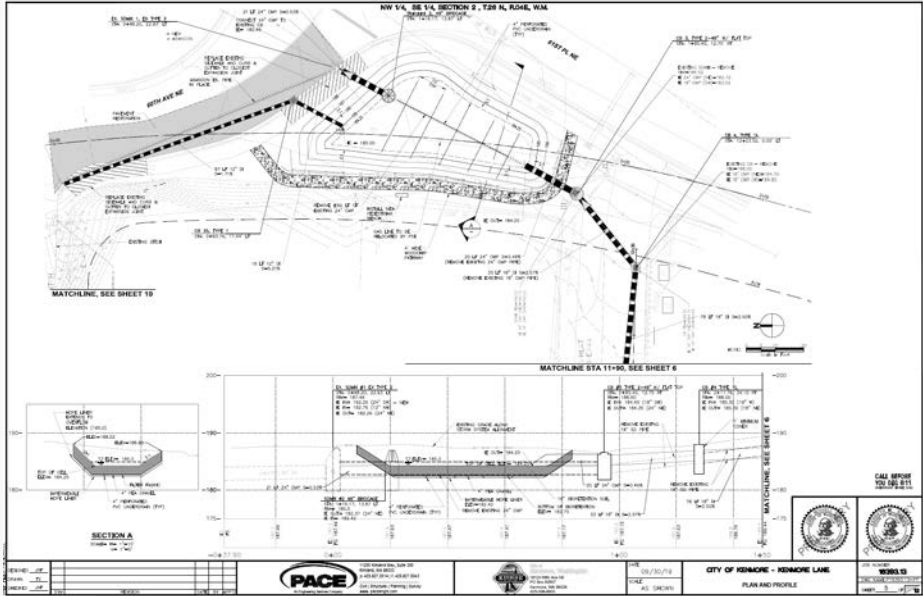
****New*** Update Design Standards*



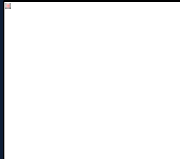
Stormwater Mgmt Existing Development

**New* Program Section*

- *Identify Retrofit Projects*
- *Implement by March 2028*
- *2.4-Acres Required by 2029*



Source Control Existing Development



CITY OF KENMORE
ENVIRONMENTAL SERVICES

- Inspect Business SWM BMPs
- Technical Assistance
- Complaint/IDDE Response
- Enforcement



Operations & Maintenance

Inspect/Maintain

- 250 Public Facilities
- 4,700 Catch Basins
- 12.6 Miles Ditch
- 74.6 Miles Pipes

Inspect (Private)

- 160 Facilities

****New*** Street Sweeping Program*



Total Maximum Daily Load (TMDL)

CITY OF KENMORE

ENVIRONMENTAL SERVICES

Currently Applicable in Swamp Creek Basin:

- Monitoring
- Business Inspections
- Education and Outreach
- Operations and Maintenance
- Source Identification and Elimination
- MS4 Sampling



Reporting and Notification

- Each Year:
- Submit an Annual Report
 - Prepare and Submit a Stormwater Management Program (SWMP) Plan Annually
 - Notify Ecology of IDDE Issues
 - Notify Ecology of Noncompliance

DEPARTMENT OF ECOLOGY
State of Washington

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Home Air & Climate Water & Shorelines Waste & Toxics Spills & Cleanup

Report an environmental issue > Statewide reporting form ERTS

Statewide Environmental Reports Tracking System (ERTS)

Click here to find the phone number or email address of the agency located.

If you see a spill or other environmental problem, Ecology knows about an incident, the quality of the environment and protect sensitive natural resources.

Please use this Environmental Report Tracking System to report environmental issues in any Washington County.

Reports submitted using this form or via the ERTS website are confidential.

If this is an emergency, please contact the nearest law enforcement agency at 1-800-258-5990.

Who is reporting?
(About the reporting party)

Your first name
[Text Field]

Your last name
[Text Field]

Confidential?
No [Dropdown Menu]

Western Washington Phase II Municipal Stormwater Permit

Issuance Date: July 1, 2019
Effective Date: August 1, 2019
Expiration Date: July 31, 2024

National Pollutant Discharge Elimination System and
State Waste Discharge General Permit for discharges from
Small Municipal Separate Storm Sewers
In Western Washington

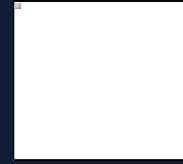
State of Washington
Department of Ecology
Olympia, WA 98504-7600

In compliance with the provisions of
The State of Washington Water Pollution Control Law
Chapter 90.48 Revised Code of Washington
and
The Federal Water Pollution Control Act
(The Clean Water Act)
Title 33 United States Code, Section 1251 et seq.

Until this Permit expires, is modified, or revoked, Permittees that have properly obtained coverage under this Permit are authorized to discharge to waters of the State in accordance with the special and general conditions which follow.

Heather R. Bartlett
Heather R. Bartlett
Water Quality Program Manager
Department of Ecology

NPDES Permit Update (2024-2029)



CITY OF KENMORE
ENVIRONMENTAL SERVICES

New Permit Effective August 1, 2024 Through July 31, 2029

Questions/Comments?



City of Kenmore, Washington

Memorandum

Date: 6/24/24
 To: City of Kenmore Councilmembers
 From: Rob Karlinsey, City Manager
 Debbie Bent, Community Development Director
 Regarding: Update on Lakepointe Planning

Background: Lakepointe is a large piece of undeveloped land on Lake Washington at the mouth of the Sammamish River. Approximately 43 acres in size, Lakepointe is the last undeveloped property of its kind on Lake Washington. With over 3,100 feet of lake and river shoreline, Lakepointe has great environmental potential, especially for fish and wildlife habitat restoration in the “riparian zone” (the area close to the shoreline that supports fish habitat). The vision for Lakepointe is for it to become a vibrant, walkable urban village with housing, retail, and businesses, as well as public amenities such as a signature park, gathering spaces, trails, open space, and access to the water.

Purpose: The purpose of this memo is for staff to give the City Council a brief status update on Lakepointe planning including the status of negotiations with the property owner, grant applications, and expenditures.

Lakepointe Property Appraisal: In 2019 a Lakepointe appraisal report was completed by Valbridge Property Advisors to support the City’s acquisition of a strip of Lakepointe property and a construction easement for the West Sammamish Bridge Project. The Lakepointe property was appraised at \$61,550,000. Using 2019 information, the potential shoreline acquisition area of 9.38 acres was estimated to be \$15,830,466.

To support the grant applications related to potential acquisition of Lakepointe shoreline a new appraisal report was completed in April 2024. The 43.82-acre Lakepointe property was valued at \$44,022,000. A potential 9.38-acre shoreline acquisition area was appraised at \$8,853,000. A potential 9.38-acre shoreline acquisition area plus a potential 4.61-acre park acquisition area was appraised at \$14,877,000.

Property Owner Negotiations: Over the last several months, staff and the property owner have begun discussing potential terms and conditions related to the City’s potential purchase of a portion of the Lakepointe property for shoreline habitat restoration (approximately 9.38 acres) and park development (approximately 4 acres). There is no agreement on acquisition terms, including price and exact area of land to be acquired. A first step would be executing a Letter of Intent between the City and property owner to establish preliminary terms for then proceeding with a Purchase & Sale Agreement.

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In addition, the city and property owner have been discussing terms for a potential Partnering Agreement for selecting a private developer to develop the remainder of the Lakepointe property into a walkable urban village. There is no agreement to pursue a partnership. A first step would be a Partnering Agreement that lays out the terms and steps for developer selection.

The property owner has received a copy of the April 2024 appraisal report and may elect to complete an appraisal review and/or complete his own appraisal. Agreement on the area of property to be purchased and purchase price are key conditions of property negotiations for a Letter of Intent and Purchase & Sale Agreement.

Assuming the property owner and the City are willing to continue negotiations and can execute a Purchase & Sale Agreement for potential property acquisition and execute a Partnering Agreement for developer selection, this process will take several more months.

Grant Applications Related to Acquisition of Lakepointe Shoreline: In January/February, the Environmental Services Department Director submitted three grant applications for potential acquisition of the shoreline area on the Lakepointe site. The potential acquisition would include a 150-foot-wide section of land going along most of the shoreline of Lakepointe—just over 3,000 lineal feet of shoreline.

Staff have received verbal confirmation (pending approval) that the City will be awarded approximately \$450,000 (\$1m grant application submitted) from the King County Flood Control District (KCFCD) Cooperative Watershed Management Grant Program to assist with site feasibility assessment including preparation of a shoreline restoration plan. Decisions on the other two grant funding requests to support shoreline property acquisition are expected in the next two months: one grant application submitted to the Washington State Recreation and Conservation Office (RCO) Salmon Recovery and Puget Sound Acquisition and Restoration (PSAR) Grant Program (\$1 million grant application submitted); and a grant application for the King County Conservation Futures Tax Levy 2025 Funds (\$12 million grant application submitted).

If grant funds are awarded, additional City funding would be needed for both the shoreline grant match, completing due diligence and acquisition of the several acres for active recreation.

Request for Qualifications (RFQ) for a Landscape Architecture Team for Conceptual Design of Potential Shoreline Habitat Restoration and Park Development: On 3/27/24 the City issued a RFQ seeking a Statement of Qualifications (SOQ) from a Team with expertise in design and development of signature waterfront parks and the expertise in design and development of shoreline habitat and restoration plans that also provide for public access. This contract would also include work to support due diligence such as testing and public engagement. Staff have preliminarily selected and are currently

working with Anchor QEA on a scope and budget for a professional services contract. Whether to move forward with a contract with the selected designer (Anchor QEA) is contingent on 1) whether an agreement with the property owner can be reached; and 2) whether the City Council wishes to pursue Lakepointe funding and acquisition further.

Due Diligence. If the City were to consider acquiring a portion of the Lakepointe property, the City would have experts conduct, prior to purchasing the property, soil, groundwater, and near-shore lake sediment testing under the direction of the Washington State Department of Ecology (DOE), as well as other careful due diligence activities. The property currently has a DOE-approved “consent decree” which sets forth a plan for capping the surface with hard scape or soil when future redevelopment happens. The City would obtain guidance from the Department of Ecology on whether the existing consent decree will suffice or whether it needs to be revised. Department of Ecology’s web page for Lakepointe can be found here:

<https://apps.ecology.wa.gov/cleanupsearch/site/2134>.

Testing and feasibility analysis would be part of the Anchor QEA contract as noted above.

Expenditures through April 2024 and Estimated Expenditures Through September 2024 to Complete a Purchase and Sale Agreement and Partnering Agreement:

Expenditures to date include legal support for property negotiations with the property owner; consultant support for grant applications; and consultant support for partnership agreement options.

Assuming the property owner and City are willing to continue negotiations, an additional five months is estimated to execute an initial Letter of Intent, followed by execution of a Purchase & Sale Agreement for property to be acquired by the City and Partnering Agreement for developer selection to develop the remainder of the Lakepointe property.

Following execution of a Purchase & Sale Agreement and execution of a Partnering Agreement staff would bring forward a full budget for due diligence and preliminary design for the property to be acquired by the City and budget to support the developer selection process for the remainder of the property.

Consultant	Cost thru April 2024	Est Costs May 2024 through September 2024	Total
Legal Support for Letter of Intent and Purchase & Sale Agreement	\$35,940.50	\$100,000	\$135,940.50
Inslee Best	\$10,615	\$50,000	\$60,615
HCMP Contract 24- C3026 \$49,500 (environmental legal support)	\$25,325.5	\$50,000	\$75,325.50
Background Data Gathering/Analysis	\$3,498.75	\$10,000	\$13,498.75
Anchor QEA 24-C3042 \$10,000	\$0	\$10,000	\$10,000
Berger Partnership (support in developing preliminary park development costs)	\$3,498.75	0	\$3,498.75
Grant Support for Shoreline Acquisition	\$13,500	\$0	\$13,500
NAC (site renderings)	\$6,000	\$0	\$6,000
Sova (appraisal report)	\$7,500	\$0	\$7,500
Partnership Agreement Support	\$11,175	\$25,000	\$36,175
23-C2976 Stowe \$25,000	\$11,175	\$25,000	\$36,175
Total	\$64,114.25	\$135,000	\$199,114.25

Additional Background: At the 4/15/24 Council meeting, staff gave the City Council a status update on Lakepointe Planning and Downtown Planning [Kenmore - Document Center \(civicweb.net\)](#). At the April 2024 City Council retreat and again at the 5/6/24 City Council meeting, staff gave an update on the Love Where You Live community engagement process including community feedback on Lakepointe. At the April 2024 City Council retreat, staff also provided a memo on Lakepointe funding options including timing and in the context of other funding needs such as public safety. [Kenmore - Document Center \(civicweb.net\)](#). The formation of a Metropolitan Park

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District (MPD) and use of levy as one potential funding source for Lakepointe and ongoing park operations and maintenance was discussed. At the 5/20/24 City Council meeting, [Kenmore - Document Center \(civicweb.net\)](#) there was no consensus in moving forward with a ballot measure (including formation of MPD) on the November 2024 ballot and the conversation about measures was set aside.

Additional information available on the City's website [Lakepointe Development | City of Kenmore Washington](#)