



City of Kenmore
City Council Regular Meeting
Agenda
Monday, May 18, 2026
7:00 PM

ZOOM - LINK: <https://kenmorewa-gov.zoom.us/j/87388667946>

Password: 051826

Telephone: Dial US: +1 253 215 8782

Webinar ID: 873 8866 7946

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

REQUEST AN ACCOMMODATION HERE: kenmorewa.gov/accommodation

If you have technical difficulties accessing the meeting virtually, please contact clerks@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.

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

2. ROLL CALL

3. LAND ACKNOWLEDGEMENT

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.

4. FLAG SALUTE

5. AGENDA APPROVAL

6. PROCLAMATIONS

A) Pride Month, *to be received by Cayden Spratt, LGBTQ+ Youth Group Facilitator*

1. Proclamation Pride Month - June 2026

- B) National Gun Violence Awareness Month
 - 1. Proclamation National Gun Violence Awareness Month - June 2026

7. WHERE'S THE FUN?

8. 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 other interruptions. Please note: Under Washington State law (RCW 42.17A.555), public comment time may not be used to support or oppose candidates or ballot measures. Thank you for keeping remarks focused on City business. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

- A) **VIRTUAL PUBLIC COMMENT PRE-REGISTRATION:** 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's Office. If you are having difficulty, please reach out to the City Clerk's Office at clerks@kenmorewa.gov.

9. CONSENT AGENDA

- A) Approve City Council Regular Meeting Minutes of Monday, March 9, 2026.
 - 1. City Council Regular Meeting Minutes of Monday, March 9, 2026
- B) Approve City Council Regular Meeting Minutes of Monday, April 27, 2026
 - 1. City Council Regular Meeting Minutes of Monday, April 27, 2026
- C) Approve City Council Special Meeting Minutes of Monday, May 4, 2026
 - 1. City Council Special Meeting Minutes of Monday, May 4, 2026
- D) Authorize the City Manager to execute Contract No. 25-C3110 Amendment No. 1 with CW Consulting, P.S., to increase the annual not-to-exceed limit, substantially and materially in the form attached.
 - 1. Agenda Bill - Amendment No. 1 to Contract No. 25-C3110
 - 2. Attachment 1 - 2026 Contract Amendment (1) 25-C3110
- E) Authorize the City Manager to execute Amendment 2 with KPFF Consulting Engineers Contract 22-C2862 to increase the contract by an additional \$175,000 to \$3,175,000
 - 1. Agenda Bill - KPFF 22-C2862 Contract Amendment 2
- F) Authorize the City Manager to increase the contract authority with Always Active Services LLC by \$35,987.71 to \$849,903.56 to complete and close-out construction for the subject project.
 - 1. Agenda Bill - Contract Amendment for 68th/Simonds and NE 170th Project
- G) Real Estate Purchase and Sale Agreement to purchase 18018 61ST AVE NE and adjacent parking lot.

1. Agenda Bill - Real Estate Purchase & Sale Agreement
2. Attachment 1 - REPSA Savage Moose Property

10. PUBLIC HEARING

Virtual Public Hearing Pre-Registration: To provide virtual public hearing testimony, please fill out the Virtual Public Comment Request Form (linked above) 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's Office. If you are having difficulty, please reach out to the City Clerk's Office at clerks@kenmorewa.gov.

- A) Public Hearing regarding Ordinance 26-0640 amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE, *presented by Debbie Bent, Assistant City Manager/Community Development Director*
1. Agenda Bill - TOD Interim Regulations
 2. Attachment 1 - Draft Ordinance 26-0640

11. BUSINESS AGENDA

- A) Adopt Ordinance 26-0640 to amend and extend interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE, *presented by Debbie Bent, Assistant City Manager/Community Development Director*
1. Agenda Bill - TOD Interim Regulations
 2. Attachment 1 - Draft Ordinance 26-0640
- B) Updated Park Impact Fee Methodology, *presented by Debbie Bent, Community Development Director, and Todd Hall, Principal Planner*
1. Agenda Bill - Park Impact Fee Rate Study (revised 5/15)
 2. Attachment 1 - Kenmore Park Impact Fee Methodology
 3. Attachment 2 - Appendix F.2 - Kenmore Funds Strategy - 70-90% PIF
 4. Attachment 3 - Chapter 20.47 TRANSPORTATION PARK AND SCHOOL IMPACT FEES
 5. Attachment 4 - PROS Plan Appendices B-G (added 5/15)
- C) Adopt Ordinance No. 26-0641, adopting Washington State Engrossed Substitute House Bill 2015 Public Safety Enhancement Sales Tax imposing a 0.1% sales tax, and adding Article IV to Chapter 3.30 of the Kenmore Municipal Code, *presented by Melinda Merrell, Finance & Administration Director, and Tshilaba Verite, Senior Budget & Fiscal Analyst*
1. Agenda Bill - Public Safety Sales Tax
 2. Attachment 1 - Public Safety Sales Tax Ordinance

12. STAFF REPORTS

- A) Other - City Manager Teri Killgore

13. COUNCILMEMBER REPORTS & COMMENTS

14. ADJOURNMENT

UPCOMING MEETING SCHEDULE:

- A) Monday, May 25, 2026 - **HOLIDAY**
Tuesday, May 26, 2026 - **CANCELED**
Monday, June 8, 2026 7:00 PM – City Council Regular Meeting

NOTICE OF POTENTIAL QUORUMS

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

City of Kenmore, Washington Proclamation

WHEREAS, the City and the Kenmore Council acknowledge and celebrate our diverse population, understanding that the unique tapestry woven by our varied cultures, traditions, beliefs, and experiences is one of our most significant strengths. This diversity and intersectionality of our people enrich our community, fostering an environment of understanding, growth, and unity; and

WHEREAS, we assert and uphold the principle that every individual, regardless of their identity or background, deserves to live in an atmosphere of dignity, respect, and justice. We categorically condemn and will not tolerate any form of discrimination, violence, or hate, holding these acts as affronts to the values we cherish as a community; and

WHEREAS, we acknowledge and appreciate the significant strides made by the LGBTQIA+ community in advocating for their rights and freedoms. The legalization of marriage equality, the affirmation of identity, and the freedom to love without restriction represent landmark victories not just for the LGBTQIA+ community, but for the broader cause of human rights; and

WHEREAS, we recognize with deep concern that the LGBTQIA+ community continues to face challenges such as harassment, intimidation, discrimination, and violence. We stand in solidarity with them and vow to fight these injustices, especially in these uncertain and trying times; and

WHEREAS, we continue to commit to creating and maintaining an environment that is safe, inclusive, and welcoming for all individuals, regardless of their sexual orientation, gender identity, or any other characteristics. We pledge to continuously strive towards enhancing the inclusivity and acceptance within our City; and

WHEREAS, Pride Month is a celebration of the progress, achievements, and resilience of the LGBTQIA+ community. This is a time to highlight and appreciate the numerous contributions made by this community, and to unequivocally assert that LGBTQIA+ rights are human rights.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **JUNE 2026** as **PRIDE MONTH** throughout the City of Kenmore.

IN WITNESS WHEREOF, signed this 18th day of May 2026.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Scott Passey, City Clerk

City of Kenmore, Washington Proclamation

WHEREAS, public safety is one of the City's core values and greatest responsibilities to its community; and

WHEREAS, gun violence continues to be a public health crisis in communities across the United States, taking tens of thousands of lives each year and leaving countless others injured, traumatized, and forever changed; and

WHEREAS, it is imperative that we work together as a community to promote responsible gun ownership, enact sensible gun laws, and implement comprehensive strategies to prevent gun violence; and

WHEREAS, every person has the right to live free from the threat of gun violence in their schools, neighborhoods, places of worship, homes, and communities; and

WHEREAS, Gun Violence Awareness Month was established to honor the lives lost, support survivors, and bring communities together to work toward meaningful solutions, including prevention, education, and responsible policies; and

WHEREAS, gun violence prevention advocates and organizations nationwide wear the color orange to honor survivors and victims, and to amplify gun violence awareness. The first Friday in June is recognized nationally as National Gun Violence Awareness Day, known by many as "Wear Orange Day", symbolizing the value of human life and the movement to end gun violence; and

WHEREAS, the Kenmore City Council is committed to reducing gun violence, fostering a safe community for all.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **JUNE 2026** as **NATIONAL GUN VIOLENCE AWARENESS MONTH** throughout the City of Kenmore.

IN WITNESS WHEREOF, signed this 18th day of May 2026.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Scott Passey, City Clerk

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
Monday, March 9, 2026**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video is available on the [City YouTube channel](#). Attachments are available on the [CivicClerk Agenda Management Portal](#).

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Valerie Sasson
Councilmember Melanie O’Cain
Councilmember Joe Marshall
Councilmember Jon Culver
Councilmember Eric Adman
Councilmember Nathan Loutsis

Staff: City Manager Teri Killgore
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
City Clerk Scott Passey
Deputy City Clerk Michelle Kang
Nicole Suarez, Community & Business Engagement Coordinator
Sam Loyuk, Development Services Director

Speaking Guests: Sarah Linville, Northshore Visual Arts Partners
Elliott and Declan Linville, proclamation recipients
Dr. Joseph Pizzorno, PhD, Bastyr University
Dr. Randy Frisch, PhD, Bastyr University

Public Comments Speaking Guests:
Mark Prince, Kenmore resident
Steve Yoder, Kenmore resident

CALL REGULAR MEETING TO ORDER

Mayor Herbig called the regular meeting to order at 7:00 PM.

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Mayor Herbig led the Council in the Pledge of Allegiance.

AGENDA APPROVAL

The agenda was approved as presented.

PROCLAMATION

Mayor Herbig, on behalf of the City Council, proclaimed March 2026, as Youth Art Month, throughout the City of Kenmore. Sarah Linville, joined by Elloitt and Declan Linville, accepted the proclamation on behalf of Northshore Visual Arts Partners.

WHERE'S THE FUN?

City Manager Teri Killgore highlighted the all-city staff Emergency Preparedness Training last week as well as a photo opportunity of female city staff to commemorate the start of Women's History Month.

PUBLIC COMMENTS

The City Council took comments from the public.

Timestamped link here: <https://youtu.be/-jChCO--jw?list=PLZEQA8WWEno4xzgqU9ARuTRwHg5cHeeSr&t=959>

CONSENT AGENDA

- A. Cancel the City Council Regular Meeting of Tuesday, March 23, 2026.
- B. Approve the City Council Regular Meeting Minutes of Monday, February 9, 2026.
- C. Approve the City Council Special Meeting Minutes of Monday, February 23, 2026.
- D. Approve the following Voucher Certification and Approval:
 - ▪ Total Check #s 57762 through 57835 totaling \$1,448,848.71
 - ▪ Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account
 - Electronic Deposits Dated 02/06/2025 in the amount totaling \$316,277.65
 - ▪ Total EFT Payment #s 1949 through 1951 total \$57,225.77
 - ▪ Total Wire Transfers totaling \$0
- E. Accept \$2.625M in WSDOT Pedestrian & Bicycle Program funding to complete the NE 175th Street Sidewalks (68th – 73rd) project and authorize the City Manager to execute an agreement with WSDOT

MOTION: Approve the consent agenda outlined above.

Moved by Culver; seconded by Marshall.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

PRESENTATION

A) Bastyr Update, presented by Dr. Joseph Pizzorno and Chief Administrative Officer Randy Frisch, PhD

Dr. Joseph Pizzorno and Chief Administrative Officer Randy Frisch, PhD, outlined Bastyr's financial crisis, which stems from several years of operating deficits, enrollment and revenue declines, and high fixed costs tied to under-utilized campus facilities, which led accreditors to question its financial viability and forced emergency turnaround efforts. The university is now pursuing a financial stabilization plan that includes selling or redeveloping parts of the Kenmore campus, tightening expenses, and rebuilding enrollment and program strength while trying to preserve accreditation and avoid closure.

STAFF REPORTS

A) Economic Development and Tourism Updates, presented by Nicole Suarez, Community & Business Engagement Coordinator

Nicole Suarez, Community & Business Engagement Coordinator, provided an update on economic development and tourism related projects in the current biennium. She reviewed State of Washington Tourism regeneration grant projects, Port of Seattle Economic Development Grant projects, and Kenmore Business Alliance business support projects.

B) Development and Permitting Update, presented by Sam Loyuk, Development Services Director

Sam Loyuk, Development Services Director, provided an update on current development and permitting processes, timelines, and trends. The report included the results of the 2025 permit processing timeline report, which is due to the Department of Commerce annually, in accordance with RCW 36.70B.080/Senate Bill 5290.

COUNCILMEMBER REPORTS & COMMENTS

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 8:31 PM.

Nigel Herbig, Mayor

Scott Passey, City Clerk

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
Monday, April 27, 2026**

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 Valerie Sasson
Councilmember Melanie O’Cain
Councilmember Joe Marshall
Councilmember Jon Culver
Councilmember Eric Adman
Councilmember Nathan Loutsis

Staff: City Manager Teri Killgore
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
Assistant to the City Manager Michelle Kang
Co-Clerk Shannon Tipple-Leen
Kenmore Police Chief Brandon Moen
Recreation Program Supervisor Maurita Colburn

Speaking Guests: Jennifer Anderson, Proclamation Recipient
McCord Hollis, Proclamation Recipient
Troy Draws, Proclamation Recipient
Ryan Donohue, Proclamation Recipient
Judge Rebecca Robertson
Judge Karama Hawkins
Judge Raul Martinez
Judge Bardi Martin
Prosecutor Sarah Roberts
Public Defender Jeff MacNichols
Regional Crisis Response (RCR) Agency Executive Director Brook Buettner

Public Comments Speaking Guests:
Steve Yoder, Kenmore Resident
Elizabeth Mooney, Kenmore Resident

Jim Myers, Kenmore Resident
Debra Srebnik, Kenmore Resident

CALL REGULAR MEETING TO ORDER

Mayor Herbig called the regular meeting to order at 7:00 PM.

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Mayor Herbig led the Council in the Pledge of Allegiance.

AGENDA APPROVAL

The agenda was approved as presented.

PROCLAMATIONS

- A. The Kenmore City Council proclaimed May 2026 as Asian American, Native Hawaiian, and Pacific Islander Heritage Month throughout the City of Kenmore.
- B. The Kenmore City Council proclaimed May 2026 as Affordable Housing Month throughout the City of Kenmore. Partners Imagine Housing and Habitat for Humanity accepted this year's proclamation.
- C. The Kenmore City Council proclaimed May 2026 as Pedestrian and Bicycle Safety Month throughout the City of Kenmore. Kenmore Residents Jennifer Anderson and McCord Hollis accepted this year's proclamation.

WHERE'S THE FUN?

City Manager Teri Killgore introduced Recreation Program Supervisor Maurita Colburn, who reported on the City's Earth Day event.

PUBLIC COMMENTS

The City Council received comments from the public.

Timestamped link here: <https://youtu.be/-jkeXZo82JQ?t=1680>

CONSENT AGENDA

- A. Approve City Council Special Meeting Minutes of Monday, April 6, 2026
- B. Approve City Council Regular Meeting Minutes of Monday, April 13, 2026
- C. Approve the following Voucher Certification and Approval:

- Total Check #s 57910 through 57974 totaling \$920,896.16
- Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 03/06/2025 in the amount totaling \$320,414.58
- Total EFT Payment #s 1959 through 1962 total \$277,341.64
- Total Wire Transfers totaling \$ 0

MOTION: Approve the consent agenda outlined above.

Moved by Culver; seconded by Loutsis.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT.

PUBLIC SAFETY STUDY SESSION AGENDA

- King County District Court - State of the Court 2026, presented by
 - Judge Rebecca Robertson
 - Judge Karama Hawkins
 - Judge Raul Martinez
 - Judge Bardi Martin
- Kenmore Prosecutor Update, presented by Prosecutor Sarah Roberts
- Kenmore Public Defender Update, presented by Public Defender Jeff MacNichols
- Regional Crisis Response (RCR) Agency Update, presented by Executive Director Brook Buettner
- Police Services Report 2025, presented by Kenmore Police Chief Brandon Moen

King County District Court representatives outlined how Kenmore cases are handled and described current court operations, including virtual hearings, paperless e-filing, and remote in-custody appearances. They emphasized restorative and therapeutic approaches such as Community Court, Regional Mental Health Court, and Veterans Court, along with domestic violence protections and expanded case resolution options aimed at addressing underlying issues and reducing recidivism.

The City Prosecutor office handled 85 Kenmore cases (100 charges) in the last 11 months, with over one-third involving domestic violence and about one-fifth DUI. The office emphasizes discretion and therapeutic options like stipulated orders of continuance and specialty courts, while treating domestic violence and DUI cases as especially serious.

The Public Defender represents about 90% of Kenmore criminal defendants each year and emphasizes trial advocacy plus intensive training. The Defender focuses on addressing root causes (like poverty, mental health, substance use, and licensing issues) and on using therapeutic and community court options in collaboration with the prosecutor.

Regional Crisis Response (RCR) Agency now fields mental-health crisis responders on most 911 behavioral-health calls in Kenmore and four partner cities, diverting many situations away from police and fire through on-scene de-escalation and service referrals. In 2025 they served 1,800 people in 4,300 encounters region-wide, including 69 individuals in 179 Kenmore encounters, with longer-term data showing reduced jail bookings, ER visits, and crisis events after RCR involvement.

The Police Chief reported 2025 data showing low and, in many categories, declining crime, collision, and use-of-force numbers despite having significantly fewer officers per 1,000 residents than state and regional averages. He highlighted strong community policing and engagement efforts, expanded automated traffic enforcement and training/equipment upgrades, and the breadth of regional KCSO services that support local public safety and help manage growing call loads.

STAFF REPORTS

COUNCILMEMBER REPORTS & COMMENTS

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 10:30 PM.

Nigel Herbig, Mayor

Scott Passey, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
Monday, May 4, 2026**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video is available on the [City YouTube channel](#). Attachments are available on the [CivicClerk Agenda Management Portal](#).

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Valerie Sasson
Councilmember Melanie O’Cain
Councilmember Joe Marshall
Councilmember Jon Culver
Councilmember Eric Adman
Councilmember Nathan Loutsis

Staff: City Manager Teri Killgore
City Attorney Dawn Reitan
Assistant to the City Manager/Co-Clerk Michelle Kang
Co-Clerk Nathan Dills
Finance & Administration Director Melinda Merrell
Assistant City Manager/Community Development Director Debbie Bent
Housing & Human Services Manager Tambi Cork
Environmental Services Director Richard Sawyer
Climate Action Plan Program Manager Nina Rasmussen

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 6:00 PM.

STUDY SESSION AGENDA

Potential November 2026 Ballot Measure, *for discussion and direction*

City Manager Teri Killgore and Finance & Administration Director Melinda Merrell presented information about a potential November 2026 revenue measure based on previous Council discussions. Based on Council questions, City Attorney Dawn Reitan and Assistant to the City Manager Michelle Kang answered questions as well. Councilmembers discussed scenario options presented by Staff from the presentation.

MOTION: Give direction to staff to request a ballot measure for 2026 including the elements that were presented in Scenario 1 for a levy rate of 36 cents for a six-year permanent levy.

Moved by Adman; seconded by Loutsis.

VOTE: 5 Yes – Adman, Loutsis, Culver, Sasson, Herbig; 2 No – Marshall, O’Cain; 0 Abstain.

MOTION PASSES.

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 7:16 PM.

Nigel Herbig, Mayor

Scott Passey, City Clerk

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 5/18/2026

Subject/Topic:	Proposed Council Action/Motion:
Authorizing an Amendment to Contract No. 25-C3110 with CWA Consulting, P.S. to Increase the Annual Not-to-Exceed Limit Department: Development Services Prepared by: Samantha Loyuk Development Services Director Attachments: 1. Contract 25-C3110, Amendment No. 2	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Authorize City Manager to execute Contract No. 25-C3110, Amendment No. 1, substantially and materially in the form attached.

Approvals:

Department Head SL 4/24/26 City Attorney DR 4/26/26 Finance Director MM 4/29/26 City Manager TK 4/29/26 Optional N/A

Summary/Background:

CWA Consulting, P.S. (CWA) serves as the City's consulting building official, working in tandem with Development Services' plans examiners, code enforcement, and inspection staff. An amendment is needed to increase the annual not-to-exceed contract limit from \$50,000 to \$125,000. This adjustment is required to address current staffing shortages and a heightened demand for building official services. The contract expiration date remains unchanged.

Previous Council Action(s):

On March 10, 2025, the City and Consultant executed an agreement for comprehensive building official services, including expert code interpretation, code adoption assistance, complex plan reviews, and general regulatory compliance.

Fiscal Consideration:

The development consulting budget maintains an annual allocation of \$200,000, which is distributed among various contracts based on shifting departmental needs. For example, current staffing levels necessitate a greater focus on building official services; however, these funds are routinely reallocated to support development projects requiring specialized expertise or supplemental consultant support—such as geotechnical engineers, planners, inspectors, and biologists—as permit volumes fluctuate and code requirements evolve. This proposed adjustment increases the limit for this specific contract without expanding the overall budget.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

[DEIA Strategic Plan](#) | [City's Equity Framework Toolkit](#)

The DEIA Strategic Plan outlines the City's service vision and values, with safety as a foundational principle. A key aspect of this value is the protection of the community's natural and physical assets (page 7). Renewing this contract supports and helps uphold that commitment.

[City Council Priorities](#) or **Budget Objective Being Addressed:**

2025-2026 Priority #2: Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.

**CITY OF KENMORE CONTRACT NO. 25-C3110
AMENDMENT NO. 1
CWA Consultants, P.S.**

This Amendment No. 1 is entered into between the City of Kenmore, a Washington municipal corporation ("City" or "Kenmore") and **CWA Consultants, P.S.**, a Washington municipal corporation ("Consultant"). City and Consultant are each a "Party" and together "Parties" to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Consultant entered into an agreement on 3/10/2025 for the purpose of building official services ("Agreement").
- B. The Agreement needs to be amended to accommodate an increased need for services.
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

- 1. **Amendment.** Section 2 of the Agreement is hereby amended to read as follows:

The City shall pay the Consultant a sum not to exceed \$125,000, per year.

- 2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
- 3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.
- 4. **Effective date.** This Amendment shall be effective as of May 18, 2026.

DATED this 18 day of May, 2026.

Consultant: CWA Consultants, P.S.

Signature: _____

City of Kenmore

Signature: _____

Amendment No. 1 to Agreement between City of Kenmore and CWA Consultants

Contract No. 25-C3110

Page 1

Updated 1/2022 IBDR MK 12/2024

Name: Richard A. Williams
Title: Vice President
Date: _____

Name: Teri Killgore
Title: City Manager
Date: _____

APPROVED AS TO FORM

Dawn Reitan, 4/26/26

Kenmore City Attorney's Office

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 5/18/2026

Subject/Topic:	Proposed Council Action/Motion:
Contract No. 22-C2862 with KPFF Consulting Engineers: On-Call Services for Transportation Engineering Services Department: Engineering Prepared by: John Vicente Engineering Director Attachments: NA	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Authorize the City Manager to execute Amendment 2 with KPFF Consulting Engineers Contract 22-C2862 to increase the contract by an additional \$175,000 to \$3,175,000

Approvals:

Department Head JFV 4/20/2026 City Attorney NA Finance Director NA City Manager TK 5/8/2026 Optional NA

Summary/Background:

Authorize the City Manager to amend the transportation on-call contract with KPFF and increase the total contract amount by \$175,000 for a total contract amount of \$3,175,000 (includes

The City utilized KPFF Consulting Engineers (KPFF) for on-call transportation related engineering planning, design, and construction through 2025. The transportation services needed include: design, survey, right of way acquisition, structural engineering, grant writing, geotechnical review, street standards review, permitting, environmental review, construction management services, and report preparation. Staff anticipates utilizing KPFF services through 2028 to complete existing projects and those started in 2025.

On January 9, 2023, the City Council authorized the City Manager to execute Contract No. 22-C2862 for \$2,150,000 with KPFF.

The KPFF agreement has been utilized for the following tasks:

- 73rd Ave Overlay construction management: \$225K
- Lower Swamp Creek alternative analysis update: \$33K
- Traffic analysis services: \$60K
- BGT/SR522 Project design: \$650K
- 80th Ave Ped/Bike Lane Project design/construction services: \$532K
- 68th/Simonds Rechannelization Project design: \$86K
- 61st Ave NE Sidewalk Replacement design/Construction Services: \$465K
- W Sammamish Bridge annual wetland mitigation report: \$17K
- 61st Ave FEMA Slope Slide Repair Project temp. repair: \$54K

- NE 181st Sidewalk Project design: \$375K
- 84th Ave NE Ped/Bike Project survey: \$50K
- 2026 ADA Transition Project: \$39K
- Miscellaneous engineering and project administrative cost: \$120K

The following additional services for 2026-2028 are anticipated:

- Design and construction services for NE 175th St Ped/Bike Project + contingency: \$469K

Previous Council Action(s):

On January 9, 2023, the City Council authorized the City Manager to execute Contract No. 22-C2862 for \$2,150,000 with KPFF.

On January 13, 2025, the City Council authorized the City Manager to execute amendment #1 for \$850,000 with KPFF.

Fiscal Consideration:

The amended contract value will be set at \$3,175,000 (original contract amount of \$2,150,000). The funds to pay for the work in the agreement have been accounted for in the individual project budgets and the approved 2025/2026 Engineering Cost Center.

Prior to any work starting, a “task order” is formally written and executed for any work given under this agreement. The Engineering Director approves all task order assignments and task order amendments.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

[DEIA Strategic Plan](#) | [City's Equity Framework Toolkit](#)

Objective 5.2: Improve transportation safety and accessibility for multiple modes of transportation so that owning an automobile isn't the only way to get around.

City Council Priorities or Budget Objective Being Addressed:

Council Priority 6: Enhance multimodal transportation, including pedestrian and bicycle safety.

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 5/18/2026

Subject/Topic:	Proposed Council Action/Motion:
68th/Simonds Restriping and NE 170th Sidewalk Improvements Project (24-C3028). Department: Engineering Prepared by: Thomas Joachimides Senior Civil Engineer Attachments: N/A	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Authorize the City Manager to increase the contract authority with Always Active Services LLC by \$35,987.71 to \$849,903.56 to complete and close-out construction for the subject project.

Approvals:

Department	City	Finance	City
Head <u>JFV 5/4/2026</u>	Attorney <u>NA</u>	Director <u>N/A</u>	Manager <u>TK 5/8/2026</u>
			Optional <u>N/A</u>

Summary/Background:

Staff are seeking authorization to increase the contract authority with Always Active Services LLC by \$35,987.71 to finalize and close-out construction.

The 68th/Simonds Restriping and NE 170th Sidewalk Improvements project completed the construction of the following Elements:

- New channelization and signage on 68th Ave NE between NE 175th St and NE 181st Street.
- New channelization and signage on NE 170th Street / Simonds Road between Juanita Drive NE and 92nd Avenue NE. Refresh channelization from NE 163rd Street to 92nd Avenue NE
- Signal modifications at the intersection of NE 170th Street and Juanita Drive NE.
- New bike box at the intersection of Juanita Drive NE and NE 153rd Place.
- New sidewalk on NE 170th Street from Rhododendron Park to 72nd Ave NE (North side only).

The project included three change orders that were necessary to successfully facilitate the completion of this project.

This increase request is to reconcile bid quantities that were overrun. Some items were estimated low and ran over the planned amount resulting in a higher cost to complete.

Previous Council Action(s):

Fiscal Consideration:

The original construction authority was \$814K. The total contract cost is \$849,903. An appropriation of an additional \$36K is required to close the contract. The additional funds will be provided from the transportation fund.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

[DEIA Strategic Plan](#) | [City's Equity Framework Toolkit](#)

Objective 5.2: Improve transportation safety and accessibility for multiple modes of transportation so that owning an automobile isn't the only way to get around.

[City Council Priorities](#) or Budget Objective Being Addressed:

Council Priority 6: Enhance multimodal transportation, including pedestrian and bicycle safety.

T
City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 5/18/2026

Subject/Topic:	Proposed Council Action/Motion:
Real Estate Purchase and Sale Agreement to purchase 18018 61ST AVE NE and adjacent parking lot. Department: Environmental Services Prepared by: Richard Sawyer Environmental Services Director Attachments: Premo REPSA	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Authorize the City Manager to execute the Real Estate Purchase and Sale Agreement (REPSA) 26-C3259 for the Premo property acquisitions in an amount of \$1,954,920 and associated closing costs, and any amendments thereto, and all related and ancillary agreements and closing documents, and to take all actions necessary to implement and complete the transaction contemplated by the REPSA.

Approvals:

Department	City	Finance	City
Head <u>RS 5/12/2026</u>	Attorney <u>DR 5/14/2026</u>	Director <u>NA</u>	Manager <u>TK 5/14</u>
			Optional <u>NA</u>

Summary/Background:

City Council authorization is requested to purchase two properties located at the NE corner of 61ST AVE NE and SR 522. The owner is actively selling the properties and has offered the City an opportunity to purchase them. The City currently has a project planned in its Surface Water Management (SWM) Capital Improvement Program (CIP) to remove a fish passage barrier stream culvert crossing through this property. Additionally, Washington State Department of Transportation is restoring the stream on the southern adjacent property and replacing the culvert under SR 522 with a new fish passable culvert (anticipated in 2027-2029). In addition to this project, the SWM CIP has another project to remove all remaining fish passage barrier culverts downstream of SR 522.

The Real Estate Purchase and Sale Agreement (REPSA) will provide the city with 90-days to conduct due diligence and staff anticipate a closing date around August 31, 2026. City staff anticipate that Conservation Futures grant funds will be used to cover 75% of the acquisition cost. Acceptance of Conservation Futures funds limits the use of the property to open space and conservation activities. However, the existing business could remain until the city constructs its project, currently scheduled for 2030-2031, pending future City Council approval. If, at any point in the future, use of any portion of

the property changes to something noncompliant with Conservation Futures requirements then the cost of that portion of the property will be required to be returned to King County at fair market value.

Previous Council Action(s):

NA

Fiscal Consideration:

Total purchase price is \$1,954,920 and closing costs are estimated to be \$15,000. The city has applied for and anticipates a King County Conservation Futures grant award of \$1,477,440 to cover 75% of the total acquisition cost. The remaining \$492,480 will be paid by the Surface Water Management Fund.

Expenditure:	
Property Purchase	\$1,954,920
Estimated Closing	\$15,000
Total	\$1,969,920

Fund Source:	
King County Conservation Futures Grant	\$1,477,440
SWM Fund (City)	\$492,480
Total	\$1,969,920

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

[DEIA Strategic Plan](#) | [City’s Equity Framework Toolkit](#)

Goal 5: Facility Plans and Improvements

[City Council Priorities](#) or Budget Objective Being Addressed:

2. Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

**REAL ESTATE
PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered as of the later of the Parties' signatures below (the "Effective Date"), by and between BARBARA PREMO, AS TRUSTEE OF THE ALTA MAXINE MELVIN REVOCABLE TRUST DATED MARCH 22, 2005 ("Seller") and CITY OF KENMORE, a Washington municipal corporation ("Buyer") (individually a "Party" and collectively the "Parties").

R E C I T A L S:

A. Seller is the owner of that certain real property located 18018 61st Ave NE, Kenmore, WA 98028, identified as King County Tax Parcel Nos. 112604-9033 and 112604-9039, which property is legally described on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Property").

B. The Property includes the real property, any improvements and fixtures located thereon, any rights, privileges, and easements appurtenant to the Property, to the extent owned by Seller, Seller's rights (if any) in all intangible property related to the Property.

C. Seller desires to sell the Property, and Buyer desires to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

**ARTICLE I.
AGREEMENT TO SELL AND PURCHASE**

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller on the terms and conditions expressly set forth in this Agreement.

**ARTICLE II.
PURCHASE PRICE**

2.1 Purchase Price. The Purchase Price for the Property shall be One Million Nine Hundred Fifty-Four Thousand Nine Hundred Twenty Dollars (\$1,954,920.00).

2.2 Manner of Payment. The Purchase Price shall be paid in cash or immediately available funds at Closing.

**ARTICLE III.
DESIGNATION OF ESCROW AGENT/DEPOSIT**

3.1 Designation of Escrow Agent. Upon execution of this Agreement, Buyer will open an escrow with:

Stewart Title Guaranty Company
507 31st Ave SW
Puyallup, WA 98373
Attn: Rob Hainey
Jeanne Morris
rob.hainey@stewart.com
jeanne.morris@stewart.com

(“Escrow Agent”) of Stewart Title Guaranty Company (“Title Company”).

3.2 Deposit. Within three (3) business days after the Effective Date, Buyer shall deposit with Escrow Agent the sum of Thirty Thousand Dollars (\$30,000.00) in cash or by check payable to the Title Company (“the Deposit”). If Closing does not occur, the Deposit will be disposed of as provided in either Section 3.3 or Section 3.4 below, as applicable.

3.3 Disposition Upon Termination for Failure of a Condition – Refund to Buyer. If this Agreement or the transaction described herein is terminated prior to Closing pursuant to any section hereof granting Buyer the right to terminate or any section stating that, on termination the Deposit shall be refunded to Buyer, then Escrow Agent is instructed to and shall, within three (3) business days after receipt of written notice from Buyer demanding the Deposit, deliver the Deposit to Buyer.

3.4 Termination for Buyer’s Default or After Waiver or Satisfaction of Conditions – Delivery to Seller. If this Agreement is terminated due to Buyer’s default or pursuant to any section hereof stating that upon termination the Deposit shall be delivered to Seller, then Escrow Agent is instructed to and shall within three (3) business days after receipt of written notice from Seller demanding the Deposit, deliver the Deposit to Seller (less any amount due for cancellation of escrow and/or title order).

ARTICLE IV. TITLE TO PROPERTY

4.1 Title Review; “Permitted Exceptions”. Promptly following the Effective Date, Seller shall order a preliminary commitment for title insurance from the Title Company naming Buyer as the insured in the amount of the Purchase Price (the “Title Commitment”) and request a copy of the Title Commitment and copies of all documents of record referred to in the Schedule B Special Exceptions to be delivered to Buyer. Buyer and/or Buyer’s counsel may review the Title Commitment and such other matters of title as Buyer may elect to examine, and Buyer shall notify Seller of any objections Buyer may have to the title, in accordance with the procedure outlined below:

4.1.1 Buyer’s Notification. Not later than ten (10) days after the later of the Effective Date or Buyer’s receipt of the Title Commitment, Buyer shall deliver written notification to Seller of Buyer’s approval or disapproval of the Title Commitment, which notification shall list each exception in Schedule B thereof to which Buyer objects (“Buyer’s Notification”); provided, however, that regardless of whether Buyer delivers Buyer’s Notification, Seller agrees that all monetary encumbrances or liens shall be paid or discharged by Seller on or before Closing. Except for any such monetary encumbrances or liens, any exceptions not objected to or disapproved by Buyer in writing shall be deemed Permitted Exceptions.

4.1.2 Seller's Response. Seller shall have seven (7) days after receipt of Buyer's Notification to deliver written notice to Buyer ("Seller's Response") identifying those title exceptions, if any, to which Buyer objected in Buyer's Notification which Seller agrees, in addition to monetary encumbrances or liens, to cause to be removed from the Title Policy (hereinafter defined) on or before Closing. The absence of a Seller's Response within the time herein provided shall constitute Seller's notice to Buyer of Seller's election not to remove any such exceptions, other than monetary encumbrances or liens. On or before the Closing Date, Seller shall remove those title exceptions that Seller has stated in Seller's Response it intends to remove and all monetary encumbrances or liens.

4.1.3 Buyer's Right to Terminate. If Seller does not notify Buyer in Seller's Response that Seller will remove all exceptions disapproved by Buyer, then Buyer shall have the right to terminate this Agreement upon written notice given to Seller no later than seven (7) days after Buyer's receipt of Seller's Response, or seven (7) days after Seller's Response was due, if no Seller's Response is provided, whichever is later ("Buyer's Right to Terminate"). If Buyer terminates this Agreement on such basis, the provisions of Section 3.3 shall apply. If Buyer does not give written notice of termination within the time period provided in this Subsection 4.1.3, then all title exceptions disclosed on the Title Commitment, other than monetary encumbrances or liens, not agreed by Seller to be removed from the Title Policy at or prior to Closing shall be included as part of the Permitted Exceptions.

4.1.4 New Exceptions. The procedure for Buyer's Notification, Seller's Response, and Buyer's Right to Terminate as provided in Subsections 4.1.1 to 4.1.3 above shall apply to any title exceptions that first appear after Buyer's receipt of the Title Commitment, except that if the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; *provided*, however, that if a new title exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional days to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such New Exception.

4.1.5 Effect of Seller's Failure to Cause Exceptions to be Removed. If Seller shall fail to remove on or before Closing any Title Exception required to be removed hereunder, then Buyer shall have the right either (a) to terminate this Agreement and to receive a full refund of the Deposit, or (b) to proceed to Closing and to accept title to the Property subject to such title exceptions, in which case such additional exceptions shall be included among the Permitted Exceptions.

4.2 Title Not Insurable. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (a) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (b) terminate this Agreement and receive a refund of the Deposit.

4.3 Deed. Title shall be conveyed at Closing by Statutory Warranty Deed, subject only to the Permitted Exceptions (which shall include the existing tenancy), in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the "Deed").

ARTICLE V. CONDITIONS

5.1 Due Diligence Condition. Buyer's obligation to purchase the Property is contingent upon Buyer's determining, in its sole and absolute discretion, that it is satisfied with its investigation of all aspects of the Property, including, but not limited to, environmental and other conditions, title matters, zoning, land use, and all other factors and conditions which Buyer considers relevant to its contemplated use of the Property, and the feasibility of its prospective purchase and ownership thereof (the "Due Diligence Condition").

5.2 Property Information; Disclosure Statement. Within ten (10) days following the Effective Date, Seller agrees to deliver and/or make available to Buyer all items that are, to Seller's knowledge, in Seller's possession, or in the possession of Seller's agents, employees or managers, related to the operation, maintenance, or occupancy of the Property (the "Property Information"), including, without limitations: (i) all matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, access, use permit requirements, building and planning requirements and building codes, (ii) the physical condition of the Property, including the presence or absence of hazardous or toxic materials, substances or wastes, and all other physical and functional aspects of the Property, (iii) any surveys, property condition reports, engineering reports, appraisals, and environmental reports, (iv) any easements, licenses, and/or access rights affecting the Property, (v) service contracts, if any, utility bills, insurance policies, warranties, and any other documents or agreements affecting the Property, (vi) complete copies of all leases, amendments, guaranties, and related agreements affecting the Property, together with a current rent roll identifying each tenant, the leased premises, rent, and lease expiration date. Buyer acknowledges that (a) the Property constitutes "Commercial Real Estate" as defined in RCW 64.06.005. Buyer waives receipt of the seller disclosure statement required under RCW 64.06 for transactions involving the sale of commercial real estate, except, as required by law, for the section of the seller disclosure statement entitled "Environmental" if Seller's answer would be "yes" to any of the questions in the Environmental section (a "Disclosure Statement"), a copy of which is attached hereto as **Exhibit C**. Buyer waives its right to rescind the Agreement under RCW 64.06. Buyer further acknowledges and agrees that the Disclosure Statement (a) is for the purpose of disclosure only and made pursuant to RCW 64.06, (b) is not to be considered part of this Agreement, and (c) is not to be construed as a representation or warranty of any kind by Seller.

5.3 Contracts. Within ten (10) days following the Parties' mutual execution of this Agreement, Seller agrees to deliver and/or make available to Buyer copies of all unrecorded contracts relating to Seller's ownership or operation of the Property in effect on the Effective Date, including without limitation repair contracts, service contracts, maintenance contracts, and/or equipment leases. Prior to the expiration of the Contingency Period, Buyer shall notify Seller in writing of any contracts that it wishes to assume (the "Assumed Contracts"). Except for any lease agreement and/or month-to-month tenancy disclosed to Seller ("Tenant's Lease") and any contract Buyer notifies Seller it wishes to assume, Seller shall terminate all unrecorded contracts which pertain to Seller's ownership or operation of the Property (whether or not provided to Buyer) at Closing and pay any penalty or fee imposed by any part to any such contract in connection with such termination. Seller shall assign Tenant's Lease and any other Assumed Contract to Buyer at Closing pursuant to an assignment and assumption agreement in form reasonably acceptable to Buyer and Seller, and Buyer shall be

responsible for the payment of any fee or charge imposed by any party to any such Assumed Contract in connection with such transfer.

5.4 Right of Access. Upon written request, Buyer and its officers, agents, employees and designees (“Buyer’s Due Diligence Team”) shall be afforded access and entry onto and into the Property at reasonable times during the Contingency Period for inspection and investigation, to perform environmental investigations, appraisals and surveys, and to conduct such additional studies, tests and inspections as Buyer may elect in order to fully investigate the Property. Such requests must be made by email to Seller at least two (2) business days in advance of when access to the Property is sought. Seller’s approval of such requests shall not be unreasonably withheld, conditioned or delayed. Seller shall be entitled to have a representative accompany Buyer and/or Buyer’s Due Diligence Team while accessing the Property. Any excavation, drilling, or other invasive testing conducted by Buyer or its consultants or contractors shall be performed in accordance with accepted industry practices, and except for any test borings or similar installations that Buyer intends to leave in place from and after any satisfaction of the Due Diligence Condition, Buyer will cause the Property to be promptly repaired and restored to a condition reasonably comparable to that existing immediately preceding such action, at Buyer’s expense. Buyer acknowledges that access to any portion of the Property that is occupied by any Tenant, easement holder, or licensee will be governed by the terms of the applicable Lease, easement or agreement. Buyer and Buyer’s Due Diligence Team shall conduct the inspections, testing and investigations in a manner which is not disruptive to Tenants, easement holders or licensees and does not interfere with the normal operation of the Property.

5.5 Contingency Period. Buyer shall have the period ending at 9:00 p.m. on the ninetieth (90th) day following the Effective Date (the “Contingency Period”) to determine Buyer’s satisfaction of the Due Diligence Condition. This Agreement shall terminate, and the Deposit shall be refunded to Buyer, unless Buyer gives written notice to Seller on or before the expiration of the Contingency Period, as the same may be extended, that the Due Diligence Condition has been satisfied. If such notice is timely given, the Due Diligence Condition shall be deemed satisfied

5.6 Access Indemnification. Buyer shall indemnify, protect, defend and hold Seller and Seller’s property manager harmless from and against any obligation, liability, claim (including any claim for damage to property or injury to or death of any persons), lien or encumbrance, loss, damage (excluding special, punitive, or consequential damages), cost or expense, including reasonable attorneys’ fees, whether or not legal proceedings are instituted, relating to or arising from the access, testing, inspections or other activities by Buyer or Buyer’s Due Diligence Team on or about the Property, except to the extent arising out of (a) the mere discovery of any pre-existing condition at the Property, or (b) the negligence, willful misconduct, or unlawful actions of Seller, Seller’s property manager or their agents. This obligation shall survive termination of this Agreement.

ARTICLE VI. CONDITIONS TO CLOSING

6.1 Buyer’s Conditions. In addition to any conditions provided in other provisions of this Agreement, Buyer’s obligation to purchase the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.1.1 Compliance by Seller. Seller shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Seller on or before the Closing Date.

6.1.2 Correctness of Representations and Warranties. The representations and warranties of Seller as expressly set forth in this Agreement shall be true and correct in all material respects (and without any material adverse effect on the Property) on and as of the Closing Date with the same force and effect as if those expressly stated representations and warranties had been made on and as of the Closing Date, unless Seller shall have provided written notice to Buyer to the contrary and shall have given Buyer the opportunity to terminate or withdraw from this transaction at or prior to Closing.

6.1.3 Title Policy. The Title Company shall be prepared to issue the Title Policy subject only to the Permitted Exceptions.

6.1.4 Seller's Deliveries. Seller shall have delivered all of Seller's Deliveries to Escrow Agent on or before the Closing Date.

The conditions set forth in this Section above are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied as of the Closing Date, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase of the Property or, in the alternative, to terminate this Agreement, whereupon the entire amount of the Deposit shall be promptly returned to Buyer.

6.2 Seller's Conditions. In addition to any conditions provided in other provisions of this Agreement, Seller's obligation to sell the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.2.1 Compliance by Buyer. Buyer shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Buyer on or before the Closing Date.

6.2.2 Correctness of Representations and Warranties. The representations and warranties of Buyer stated in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, unless Buyer shall have provided written notice to Seller to the contrary and has given Seller the opportunity to terminate or withdraw from this transaction at or prior to Closing).

6.2.3 Buyer's Deliveries. Buyer shall have delivered all of Buyer's Deliveries to Escrow Agent on or before the Closing Date.

The conditions set forth in this Section are intended solely for the benefit of Seller. If any of the foregoing conditions are not satisfied as of the Closing Date, Seller shall have the right at its sole election either to waive the condition in question and proceed with the sale or, in the alternative, to terminate this Agreement. No such termination, however, shall waive Seller's right to retain the Deposit if Seller is so entitled pursuant to the terms of this Agreement.

ARTICLE VII.
DAMAGE AND DESTRUCTION AND CONDEMNATION

7.1 Risk of Physical Loss. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Buyer thereafter. In the event that any material portion of the Property shall be damaged by fire, flood, earthquake or other casualty, Buyer may, at its option, elect not to acquire the Property by giving written notice of its intent not to purchase within the earlier of the Closing Date or the date that is twenty (20) days after notice has been given to Buyer of any such event. If Buyer elects to terminate this transaction as a result of such damage, then this Agreement shall be terminated and the Deposit shall be refunded to Buyer.

7.2 Condemnation. In the event that, prior to the Closing Date, any governmental entity other than Buyer shall have commenced any actions of eminent domain or similar type proceedings to take any portion of the Property, Buyer shall have the option either to (i) elect to terminate this Agreement, in which event the Deposit shall be refunded to Buyer, or (ii) complete the acquisition of the Property, in which event Buyer shall be entitled to all the proceeds of such taking.

ARTICLE VIII.
CLOSING

8.1 Closing Date. Closing shall take place in the offices of Escrow Agent on the “Closing Date,” which the Parties hereby agree shall be the fifteenth (15th) day (or such earlier day as the Parties may mutually agree upon in writing) following Buyer’s written notice to Seller (if any) of satisfaction of the Due Diligence Condition, as set forth in Section 5.5, above; *provided*, however, that if such day falls on a Saturday, Sunday, legal holiday, as defined in RCW 1.16.050, or day when the County recording office is closed, the Closing Date shall be the next following business day.

8.2 Deliveries to Escrow. The Parties shall deliver the following documents and funds to the Escrow Agent not later than 12:00 p.m., Pacific Standard Time, on the business day immediately preceding the Closing Date:

8.2.1 By Seller. Seller shall deliver the following original documents and agreements, duly executed and acknowledged by Seller (“Seller’s Deliveries”):

- (a) the Deed;
- (b) a Real Estate Excise Tax Affidavit (“REETA”) executed by Seller in a form required by law;
- (c) FIRPTA Affidavit;
- (d) an owner’s affidavit in a form acceptable to Seller and Escrow Agent;
- (e) Assignment and Assumption Agreement(s) in a form reasonably acceptable to Buyer and Seller; and

- (f) any and all such other documents or agreements consistent with the terms of this Agreement as may be required by Escrow Agent or the Title Company to close this transaction.

8.2.2 By Buyer. Buyer shall deliver to Escrow Agent, for delivery to Seller and/or recording the following funds and deliver or execute and acknowledge as required the following documents ("Buyer's Deliveries"):

- (a) a REETA in the amount of the Purchase Price;
- (b) cash or immediately-available funds in the amount of the Purchase Price plus Buyer's Closing Costs, with credit for the Deposit and any other items of credit agreed to by Seller or as provided in this Agreement ("Buyer's Funds");
- (c) Assignment and Assumption Agreement(s) in a form reasonably acceptable to Buyer and Seller; and
- (d) any and all other documents, funds and agreements consistent with the terms of this Agreement as required by Escrow Agent or the Title Company to close this transaction.

8.3 Seller's Closing Costs. In connection with and at the Closing, Seller shall pay the premium for owner's standard coverage title insurance, including sales tax thereon; the real estate excise tax applicable to the purchase price; one-half (1/2) of Escrow Agent's fee; the costs incurred to remove liens; and Seller's brokerage commissions and Seller's attorney's fees.

8.4 Buyer's Closing Costs. In connection with and at the Closing, Buyer shall pay the cost of any special endorsements requested by Buyer issued in connection with the Title Policy and the incremental cost for extended coverage title insurance, if desired; one-half (1/2) of Escrow Agent's fee, the costs of recording the Deed; and Buyer's own attorneys' and consultants' fees.

8.5 Prorations. All prorations shall be made as of the Closing Date on the basis of the actual days of the month in which the Closing Date occurs. Seller shall be responsible for all expenses of the Property applicable to the period prior to the Closing Date and Buyer shall be responsible for the expenses of the Property applicable to the period from and after the Closing Date. If any expenses are not determinable on the Closing Date, at the earliest possible opportunity following the Closing Date, Seller and Buyer shall make any final adjustments. The following prorations shall apply:

8.5.1 Taxes. Real property taxes and assessments on the Property as of the Closing Date for the current fiscal year shall be prorated based on the most current official real property tax information available from the office of the King County Assessor or other assessing authorities; *provided*, that because Buyer is a municipal corporation exempt from payment of ad valorem real property taxes, and because as of the Closing Date the King County Department of Assessments will not have reflected the Buyer's tax exemption with respect to the Property, Seller shall remain responsible for, and if not previously paid, Escrow Agent shall pay from the Closing proceeds, all real property taxes payable for the Property for the fiscal year in which the Closing Date occurs. Buyer agrees to cooperate with and assist Seller and Escrow Agent in

obtaining a refund from the King County Department of Assessments of the prorated portion of real property taxes paid with respect to the Property for the period following Closing.

8.5.2 Utility Costs. Except for those paid by any Tenant, Escrow Agent shall prorate any water, gas, sewer, electric and other utilities serving the Property (collectively, "Utilities") and amounts payable under any service contracts, annual permits and/or inspection fees as of the Closing Date on the basis of the actual days of the month in which the Closing Date occurs.

8.6 Closing. "Closing" shall be deemed to have occurred when the Deed has been recorded, the Purchase Price (adjusted for credits and debits to Seller's account made in accordance with this Agreement) has been delivered to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business.

8.7 Escrow Instructions. Each of the Parties may provide Escrow Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement and notice is provided to the other Party together with a copy of the additional instructions contemporaneously with delivery to the Escrow Agent. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Escrow Agent.

ARTICLE IX. POSSESSION

Buyer shall be entitled to possession of the Property upon Closing, subject to the rights and possession of the Tenant, Tenant's Lease and Permitted Exceptions.

ARTICLE X. REPRESENTATIONS AND WARRANTIES OF SELLER

10.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, that:

10.1.1 Authority. Seller has the full right, title, authority and capacity to execute and perform this Agreement and to consummate the transactions contemplated herein.

10.1.2 Non-Foreign. Neither of the persons constituting Seller is a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, the persons constituting Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

10.1.3 Litigation. There is no litigation pending, or, to Seller's knowledge, threatened, against Seller before any court or administrative agency which relates to the Property or which might result in Seller's being unable to consummate this transaction.

10.1.4 No Conflict. Neither the execution of this Agreement nor the consummation by Seller of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Seller is a party; (ii) violate any restriction to which Seller is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Seller is aware.

10.1.5 Hazardous Substances. Except as disclosed in any environmental reports or studies included in the Property Information, Seller has no knowledge of any generation, storage, transportation, release, deposits, spill, use, placement or disposal on, in, under or from the Property or any properties adjacent thereto of any Hazardous Substances in violation of any Hazardous Substances laws, and there is not currently, nor has there been in the past, any proceeding or inquiry by any governmental body with respect thereto. Except as disclosed in any environmental reports or studies included in the Property Information as set forth in Section 5.2, above, Seller has no knowledge of the Property now nor in the past having or containing any underground storage tanks or Hazardous Substances. Subject to Section 10.2, Seller agrees to and shall indemnify, defend (with counsel reasonably satisfactory to Buyer), and hold Buyer harmless from and against any and all claims, losses, liabilities, damages, fines, penalties, cleanup costs and expenses (including reasonable attorneys' fees and consultants' costs) arising from the presence of Hazardous Substances on the Property prior to the Closing Date.

10.1.6 Assessments. Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the Preliminary Commitment.

10.1.7 No Prior Transfer. Seller has not previously sold, transferred or conveyed the Property and the Property is not subject to any executory contracts for the sale of the Property (other than this Agreement), nor do there exist any outstanding rights of first refusals or options to purchase the Property.

10.1.8 AS-IS, WHERE-IS. THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN SELLER AND BUYER. THIS AGREEMENT REFLECTS THE MUTUAL AGREEMENT OF SELLER AND BUYER AND BUYER IS RESPONSIBLE FOR CONDUCTING ITS OWN INDEPENDENT EXAMINATION OF THE PROPERTY. OTHER THAN SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING ("CLOSING DOCUMENTS"), BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF SELLER'S, BROKERS, AGENTS OR REPRESENTATIVES. OTHER THAN SELLER'S REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, SELLER SPECIFICALLY DISCLAIMS, AND NEITHER IT NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO BUYER AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY SELLER OR RELIED UPON BY BUYER WITH RESPECT TO THE PROPERTY INCLUDING STATUS OF

TITLE TO OR THE MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE PROPERTY, OR ANY PORTION THEREOF, IT BEING THE EXPRESS INTENTION OF SELLER AND BUYER THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION AS PROVIDED FOR IN THIS AGREEMENT, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BUYER IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS", WITH ALL FAULTS, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, the structural elements, seismic aspects of the Property, foundation, roof, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, the square footage within the improvements on the Property and within each tenant space therein, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Materials on, under or about the Property or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property, (x) Leases, the Assumed Contracts, or other documents or agreements affecting the Property, or any information contained in any rent roll furnished to Buyer for the Property, (xi) the value, economics of the operation or income potential of the Property, or (x) any other fact or condition which may affect the Property, including without limitation, the physical condition, value, economics of operation or income potential of the Property. Without limiting the above, and subject to the representations and warranties of Seller contained in this Agreement and the Closing Documents, Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's investment advisor, the partners, trustees, beneficiaries, shareholders, members, managers, directors, officers, employees and agents and representatives of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, court costs and attorneys' fees and disbursements), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, the environmental condition of the Property and the presence of Hazardous Materials on, under or about the Property, or (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Law and any other federal, state or local law.

10.2 Survival/Claims. Any claims or cause of action with respect to a breach of any Seller representations and warranties set forth herein shall survive for a period of 12 months from the Closing Date, at which time such representations and warranties (and any cause of action

resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim (individually or when combined with damages from other breaches) is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$500,000.00, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty, or if Seller has transferred the Property to another party in violation of this Agreement or has otherwise made specific performance unavailable to Buyer in which case Buyer's damages shall be unlimited.

10.3 Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrase "to Seller's knowledge," or the "knowledge of Seller" or words of similar import are used, such phrase shall mean and be limited to the current actual knowledge of Barbara Premo, without duty of inquiry or imputation of knowledge. Each named individual in this Section is acting for and on behalf of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES OF BUYER

11.1 Representations and Warranties of Buyer. Buyer and the person executing this Agreement on behalf of Buyer hereby represent and warrant, as of the Effective Date and as of the Closing Date, that:

11.1.1 Organization. Buyer is a Washington municipal corporation.

11.1.2 Authority. Buyer has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and the individual(s) who on Buyer's behalf execute and deliver the Agreement and all documents to be delivered to Seller hereunder are and shall be duly authorized to do so and have the full authority to bind Buyer to this Agreement.

11.1.3 Litigation. There is no litigation pending or, to Buyer's knowledge, threatened, against Buyer before any court or administrative agency which might result in Buyer's being unable to consummate this transaction.

11.1.4 No Conflict. Neither the execution of this Agreement nor the consummation by Buyer of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Buyer is a party; (ii) violate any restriction to which Buyer is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Buyer is aware.

As used herein, the term, “to Buyer’s knowledge,” or similar terms referring to “Buyer’s knowledge,” means the actual knowledge possessed by Rob Karlinsey, Buyer’s City Manager, based on his reasonable review of Buyer’s books and records.

11.2 Survival. All of the representations and warranties of Buyer contained herein shall survive the Closing Date.

ARTICLE XII. NOTICES

All notices, approvals, or other communications required or permitted hereunder to be given shall be in writing, and shall be personally delivered, delivered by nationally recognized overnight courier, mailed by first class mail, postage prepaid, or delivered or sent by fax or email to the Parties as set forth below. Notices shall be deemed effective (i) if delivered by overnight courier or by personal delivery, then on the date of delivery; (ii) if mailed, on the earlier of actual delivery or on the third business day after posting in the United States mail, postage prepaid, or (iii) if given by email, when sent; *provided*, that if a notice sent via email is sent on a day other than a business day, the notice shall be deemed effective on the first business day after being sent. At the request of either Party, or the Closing Agent, the Parties will confirm facsimile or email transmitted documents by signing an original document.

If to Seller: Barbara Premo, Trustee
6612 118th Ave S E
Bellevue, WA. 98006
Email: bpremo@comcast.net

With copy to: Reed Longyear Corwin Burnett & Calogero, PLLC
Attn: Samuel M. Meyler
801 Second Ave, Suite 1415
Seattle, WA 98104
Email: smeyler@reedlongyearlaw.com

If to Buyer: City of Kenmore
Attn: Rob Karlinsey, City Manager
18120 68th Avenue NE
Kenmore, WA 98028
Email: rkarlinsey@kenmorewa.gov

With copy to: Inslee Best Doezie & Ryder, PS
Attn: Dawn Reitan and Daniel Shin
10900 NE 4th St, Suite 1500
Bellevue, WA 98004
Email: dreitan@insleebest.com; dshin@insleebest.com

ARTICLE XIII
BROKERAGE COMMISSIONS

Except for Seller being represented by “Tri Realty Investments” (“Seller’s Broker”) who has represented Seller in this transaction, each Party represents to the other that no brokerage commission, finder’s fee, acquisition fee or like payment arises through such Party with regard to the sale or purchase of the Property. Seller shall pay Seller’s Broker a commission pursuant to a separate agreement between Seller and Seller’s Broker. Each Party shall defend and indemnify the other Party and hold the other Party harmless from and against any claim, liability, loss or expense for any brokerage commission, finder’s fee, acquisition fee, or like payment asserted against the indemnified Party arising out of any agreement entered into by the indemnifying Party in connection with this Agreement, or otherwise arising through the indemnifying Party. The obligations of the Parties under this Section shall survive Closing.

ARTICLE XIII.
DEFAULT AND REMEDIES

13.1 Buyer’s Remedies. In the event Seller fails to perform any act required to be performed by Seller pursuant to this Agreement on or before the Closing, then Buyer shall execute and deliver to Seller written notice of such breach, which notice shall set forth complete information about the nature of the breach. Seller shall have a period of ten (10) days to cure such breach and the Closing Date shall be extended accordingly to permit Seller to cure such breach, if necessary. If such breach remains uncured beyond the ten (10) day period described above, then Buyer’s sole and exclusive remedy shall be either: (i) to cancel this Agreement, in which event the Deposit shall be returned to Buyer, and in addition thereto, Seller shall reimburse Buyer for its out-of-pocket expenses incurred pursuant to Sections 5.1 and 5.4 of this Agreement, not to exceed \$30,000.00, or, in the alternative, (ii) to seek specific performance of this Agreement. The foregoing shall not limit any rights of Buyer to be indemnified by Seller, or to receive attorneys’ fees and costs as provided in this Agreement with respect to the breach by Seller of any express obligation to indemnify Buyer expressed in this Agreement, regardless of whether occurring before or after Closing.

13.2 SELLER’S REMEDIES – LIQUIDATED DAMAGES. IN THE EVENT OF A DEFAULT BY BUYER UNDER ANY OF ITS COVENANTS, REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES, AS ITS SOLE REMEDY. THE PARTIES AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUSTAINED BY SELLER IN THE EVENT OF BUYER’S FAILURE TO COMPLETE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND THAT, UNDER THE CIRCUMSTANCES EXISTING AND KNOWN AS OF THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES SELLER WILL INCUR IN SUCH EVENT AND NOT A PENALTY. THE FOREGOING WILL NOT LIMIT ANY RIGHTS OF SELLER TO BE INDEMNIFIED BY BUYER, OR TO RECEIVE ATTORNEY’S FEES AND COSTS AS PROVIDED IN THIS AGREEMENT WITH RESPECT TO THE BREACH BY BUYER OF ANY EXPRESS OBLIGATION TO INDEMNIFY SELLER EXPRESSED IN THIS AGREEMENT. THE PARTIES HAVE ENTERED THEIR INITIALS IN

THE SPACE HERE PROVIDED TO FURTHER EVIDENCE THEIR READING, APPROVAL OF AND AGREEMENT WITH THE FOREGOING STATEMENT.

Buyer's Initials

Seller's Initials

Seller's Initials

13.3 Waiver of Trial by Jury. Seller and Buyer each hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with or related to, or incidental to, the dealings of the Parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any Party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other Party or Parties hereto to waiver of its or their right to trial by jury. Buyer and Seller further acknowledge and agree that this provision has been expressly negotiated and agreed upon between them and is for their mutual benefit.

ARTICLE XIV. MISCELLANEOUS

14.1 Attorneys' Fees. In the event of any litigation brought to enforce or interpret or otherwise arising out of this Agreement, the substantially prevailing Party therein shall be entitled to an award of its fees and costs, including attorneys' fees, incurred therein, in the preparation therefor, and on any appeal or rehearing thereof.

14.2 Counterparts. This Agreement and any amendments hereto may be executed in one or more identical counterparts, and such counterparts, when taken together, shall constitute one and the same instrument. In addition, this Agreement may be executed and delivered via a portable document format (i.e. pdf) image sent via email and will have the same effect as physical delivery of that hardcopy document bearing an original signature.

14.3 Time. Unless otherwise specified in this Agreement, any period of time measured in days in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified time period. If the last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. "Business day" means any day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of each provision of this Agreement.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue in any action to enforce this Agreement shall be in the superior court of King County, Washington.

14.5 Binding Effect. This Agreement shall be binding upon and to inure to the benefit of each of the Parties hereto and each Party's respective successors and assigns.

14.6 Survival of Provisions. The covenants, representations, agreements, terms and provisions contained herein shall survive the Closing and shall not be deemed to have merged with or into the Deed.

14.7 Exhibits. Exhibits A-C attached hereto are made a part of and incorporated into and made an express part of this Agreement.

14.8 Further Acts. The Parties shall execute and deliver such further instruments and documents, and take such other further actions, as may be reasonably necessary to carry out the intent and provisions of this Agreement.

14.9 Confidentiality. Subject to the provisions of the Open Public Records Act and Open Public Meetings Act, Buyer and Seller hereby agree not to voluntarily disclose the contents of this Agreement, the fact that negotiations have taken place between the Parties or the content or subject matter of such negotiations, or the nature or content of any information received from the other Party regarding the Property to any unrelated third parties without first obtaining the prior consent of the other Party, with the exception of such Party's attorneys, accountants and consultants.

14.10 Entire Agreement. This Agreement embodies and constitutes the entire understanding between the Parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

EXECUTED by each Party as of the date next to that Party's signature.

BUYER:

THE CITY OF KENMORE,
a Washington municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

SELLER:

THE ALTA MAXINE MELVIN REVOCABLE TRUST
DATED MARCH 22, 2005

Barbara Premo, Trustee

Date: _____

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Form of Deed
Exhibit C	Seller Disclosure Statement

EXHIBIT A
LEGAL DESCRIPTION

APN: 112604-9033

That portion of Government Lot 3 in Section 11, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the North quarter corner of said Section 11; thence South 02°41'16" West, along the North to South centerline of said Section 11, 1,236.56 feet; thence South 07°14'47" West, 186.14 feet to the True Point of Beginning; thence South 02°45'13" West, 134.58 feet; thence South 87°14'47" West to the Easterly line of 61st Avenue Northeast; thence Northerly, along said Easterly line, 141.93 feet to a point which bears South 87°14'47" West from the True Point of Beginning; thence North 87°14'47" East, 153.09 feet to the True Point of Beginning;

EXCEPT that portion thereof conveyed to King County for Street purposes by deeds recorded under Recording No. 7310250096 and Recording No. 7310250098;

AND EXCEPT that portion thereof conveyed to King County for Street purposes by deeds recorded under Recording No. 7707250271 and Recording No. 7707250272.

(Being known as a portion of Lot 6, Block 9, Waverly Park, according to the unrecorded plat thereof).

Situate in the County of King, State of Washington

APN: 112604-9039

The Easterly 70 feet of the following described property in Government Lot 3 in Section 11, Township 26 North, Range 4 East, W.M., in King County, Washington:

Beginning at the North quarter corner of said Section 11; thence South 02°41'16" West, along the East-West center section line, 1,494.25 feet to the Northerly margin of Primary State Highway No. 2 (now SR 522); thence South 87°14'47" West, along said Northerly margin, 190.14 feet to the True Point of Beginning; thence continuing South 87°14'47" West, along the North margin of said State Highway, 244.97 feet to the Easterly margin of 61st Avenue Northeast; thence North 25°47'10" East, along said Easterly margin, 142.30 feet; thence North 87°14'47" East, 176.96 feet; thence South 02°45'13" East, 125.00 feet to the True Point of Beginning;

EXCEPT portion thereof conveyed to King County, Washington, for street purposes by deed recorded under Recording No. 5946479.

Situate in the County of King, State of Washington.

**EXHIBIT B
FORM OF DEED**

[See attached]

Recording requested by and
when recorded mail to:

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

Title of Document:	Statutory Warranty Deed
Grantor:	Barbara Premo, Trustee of The Alta Maxine Melvin Revocable Trust Dated March 22, 2005
Grantee:	City of Kenmore, a Washington municipal corporation
Abbreviated Legal Description:	Portion of Lot 3 in Sec 11, Twnshp 26 N, R4E, W.M., King County, Washington. Additional Legal is on page 2 (112604-9033) [insert abbreviated legal for APN 112604-9039]
	See full legal description in <u>Exhibit A</u> attached hereto and made a part hereof
Assessor's Tax Parcel ID#	112604-9033; 112604-9039
Reference Nos. of Documents Released or Assigned:	N/A

STATUTORY WARRANTY DEED

BARBARA PREMIO, TRUSTEE OF THE ALTA MAXINE MELVIN REVOCABLE TRUST DATED MARCH 22, 2005, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, convey and warrant to CITY OF KENMORE, a Washington municipal corporation, as GRANTEE, the real property situated in the County of King, State of Washington legally described on Exhibit A attached hereto and incorporated herein by this reference, subject to the exceptions identified on Exhibit B attached hereto and incorporated herein by this reference.

DATED: _____, 2026.

THE ALTA MAXINE MELVIN
REVOCABLE TRUST DATED MARCH 22, 2005

Barbara Premo, Trustee

STATE OF _____)
)ss.
COUNTY OF _____)

I CERTIFY that I know or have satisfactory evidence that Barbara Premo, Trustee of The Alta Maxine Melvin Revocable Trust Dated March 22, 2005, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

(Print Name)
NOTARY PUBLIC in and for the
State of _____, residing at

My appointment expires _____

EXHIBIT A

Legal Description of Property

APN: 112604-9033

That portion of Government Lot 3 in Section 11, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the North quarter corner of said Section 11; thence South 02°41'16" West, along the North to South centerline of said Section 11, 1,236.56 feet; thence South 07°14'47" West, 186.14 feet to the True Point of Beginning; thence South 02°45'13" West, 134.58 feet; thence South 87°14'47" West to the Easterly line of 61st Avenue Northeast; thence Northerly, along said Easterly line, 141.93 feet to a point which bears South 87°14'47" West from the True Point of Beginning; thence North 87°14'47" East, 153.09 feet to the True Point of Beginning;

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Situate in the County of King, State of Washington.

APN: 112604-9039

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EXCEPT portion thereof conveyed to King County, Washington, for street purposes by deed recorded under Recording No. 5946479.

Situate in the County of King, State of Washington.

EXHIBIT B

Permitted Exceptions

EXHIBIT C

Commercial Real Estate Disclosure Statement
RCW 64.06.013

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any * items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 18018 61ST AVE NE, KENMORE, WA 98028 ("THE PROPERTY").

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR WARRANTIES.

Seller is not occupying the property.

6. ENVIRONMENTAL

[] [] [] Don't *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
Yes No know

[] [] [] Don't *B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
Yes No know

[] [] [] Don't *C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
Yes No know

[] [] [] Don't *D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
Yes No know

[] [] [] Don't *E. Is there any soil or groundwater contamination?
Yes No know

[] [] [] Don't *F. Has the property been used as a legal or illegal dumping site?
Yes No know

[] [] [] Don't *G. Has the property been used as an illegal drug manufacturing site?
Yes No know

7. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

[] [] [] Don't *Are there any other existing material defects affecting the property that a prospective buyer should know about?
Yes No know

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER. . . .

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN RCW 64.06 OR THIS DISCLOSURE STATEMENT, BUYER HAS WAIVED ANY RIGHT TO RESCIND THE REAL ESTATE PURCHASE AND SALE AGREEMENT BASED ON THIS DISCLOSURE

STATEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THE REAL ESTATE PURCHASE AND SALE AGREEMENT.

DATE BUYER BUYER. . . .

(2) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 5/18/2026

Subject/Topic:	Proposed Council Action/Motion:
Public Hearing regarding Ordinance 26-0640 amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80 th Ave NE	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☒ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other:
Department: Community Development	
Prepared by: Debbie Bent, Assistant City Manager/Community Development Director	
Attachments: 1. Ordinance 26-0640	Motion to adopt Ordinance 26-0640 to amend and extend interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80 th Ave NE.

Approvals:

Department Head DB 5/5/26 City Attorney DR 5/5/26 Finance Director N/A City Manager TK 5/8/26 Optional _____

Summary/Background:

A Public Hearing is scheduled for 5/18/26 to receive public testimony on Ordinance 26-0640 (see Attachment #1) amending and extending interim regulations for an additional six-months through 11/18/26 to apply to certain parcels close to Swamp Creek. The interim regulations prohibit townhome development, and for properties that do not choose to develop under the Transit Oriented Development (TOD) provisions they must meet the base density of the underlying zone and include at least 25% of the total number of units as affordable units.

Developing zoning regulations for those parcels adjacent to Swamp Creek is a Community Development work program item started in 2025. Staff presented information to the City Council at the 6/9/25 City Council meeting and 7/28/25 City Council meeting. In addition, staff are working on developing regulations to comply with Washington Department of Fish and Wildlife (WDFW) requirements for determining stream buffer widths with information presented to the City Council at the 11/24/25 and 3/16/26 City Council meetings. Swamp Creek is a Shoreline of the State so regulated by Shoreline Regulations rather than the WDFW requirements. It is anticipated that regulations will be brought forward for consideration in the third quarter 2026.

Previous Council Action(s):

12/8/25 City Council Meeting: Ordinance 25-0638 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months 12/8/25 through 6/8/26. Link to City Council meeting agenda [City Council Regular Meeting of Monday, December 8, 2025 • City of Kenmore Agendas and Minutes • CivicClerk](#)

6/23/25 City Council Meeting: Ordinance 25-0629 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months 6/23/25 through 12/23/25. Link to City Council meeting agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

1/13/25 City Council Meeting: Ordinance 25-0625 was adopted 1/13/25 to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 7/13/25. [City Council Special Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

7/15/24 City Council Meeting: Ordinance 24-0612 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 1/15/25. Link to City Council meeting agenda [City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

2/26/24 City Council Meeting: Ordinance 24-0606 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 8/26/24. Link to City Council meeting agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

9/11/23 City Council Meeting: Ordinance 23-0586 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months through 3/11/24. Link to City Council meeting agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

3/13/23 City Council Meeting: Ordinance 23-0575 was adopted to extend the interim regulations, reduce the Transit Oriented Development (TOD) District Overlay to certain properties identified in the ordinance, and adopt amended interim regulations to those identified parcels close to Swamp Creek pending completion of a Swamp Creek channel restoration assessment that will determine where channel restoration would provide the most ecological benefit. Link to City Council meeting agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

1/9/23 City Council Meeting: Ordinance 23-0569 adopted to renew and extend the interim regulations for an additional six-month period through 7/25/23. Link to City Council meeting agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

7/25/22 City Council Meeting: Ordinance 22-0555 adopted amending Ordinance 22-0543 to renew and extend the interim regulations for an additional six-month period through 1/25/23. Link to City Council meeting agenda [City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

2/14/22 City Council Meeting: Ordinance 22-0543 adopted Interim Regulations for a six-month period through 8/14/22. The purpose of interim regulations was to provide additional time for the Planning Commission to consider regulations for the Transit Oriented Development (TOD) District Overlay area. Link to City Council meeting agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

Fiscal Consideration:

Staff time to complete to develop zoning regulations for City Council consideration. City Attorney review of ordinance.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

[DEIA Strategic Plan](#) | [City's Equity Framework Toolkit](#)

Goal 2. Plans, Policies & Budgets Promote accountability to ensure our plans, policies and budgets incorporate our foundational and core values so that we equitably address the needs of our communities.

[City Council Priorities](#) or Budget Objective Being Addressed:

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.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 25-0640**

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING ORDINANCE 22-0543, AS AMENDED BY ORDINANCE 22-0555, ORDINANCE 23-0569, ORDINANCE 23-0575, ORDINANCE 23-0586, ORDINANCE 24-0606, ORDINANCE 24-0612, ORDINANCE 25-0625 ORDINANCE 25-0629 AND ORDINANCE 25-0638 TO EXTEND AND RENEW FOR AN ADDITIONAL SIX-MONTH PERIOD THE CITY'S INTERIM REGULATIONS RELATING TO THE TRANSIT ORIENTED DEVELOPMENT (TOD) DISTRICT OVERLAY APPLICABLE TO CERTAIN REAL PROPERTIES IDENTIFIED BY THE FOLLOWING TAX PARCEL (TPN): TPN 086650-0000, TPN 670540-0000, TPN 182260-0000, TPN 011410-0841, TPN 011410-0843, TPN 011410-0850, TPN 011410-0855, TPN 011410-0860, TPN 011410-0865, TPN 011410-0885, TPN 011410-0870, TPN 011410-0881, TPN 011410-0889; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance 15-0406, which established the Transit Oriented Development (TOD) District Overlay, which is codified at Chapter 18.29 of the Kenmore Municipal Code (KMC); and

WHEREAS, the purpose of the TOD District Overlay is to reinforce the City's planned concentrations of pedestrian-oriented mixed-use development at intensities that support and are supported by multi-modal transportation options, including high-capacity transit; and

WHEREAS, the City has directed the Planning Commission to review the City's TOD District Overlay regulations as part of the State-mandated Comprehensive Plan update; and

WHEREAS, the City became aware of the potential of lower density projects within the TOD District Overlay area, which would interfere with the City's intended planning for the TOD District Overlay area; and

WHEREAS, on August 16, 2021, the City Council adopted public emergency Ordinance 21-0533 that established an effective date for a six-month moratorium to and through February 16, 2022 to give the Planning Commission sufficient time to hold a hearing, complete planning for the TOD District Overlay area, and provide recommendations to the City Council regarding the appropriate regulatory framework for the TOD District Overlay; and

WHEREAS, on September 27, 2021, following a public hearing held by the City Council on the six-month moratorium, the Council adopted Ordinance 21-0535 amending

Section 2 of Ordinance 21-0533 to allow an additional exemption for building permit applications for or the construction of transitional housing or permanent supportive housing or building permit application for or the construction of indoor emergency housing; and

WHEREAS, on February 14, 2022, following a public hearing held by the City Council on the moratorium and interim regulations, the Council repealed the moratorium (Ordinance 21-0533 and Ordinance 21-0535) and immediately adopted interim regulations (Ordinance 22-0543) allowing certain development applications at appropriate densities within the TOD District Overlay consistent with the City's long-range planning, prior to completion of the City's regulatory review process; and

WHEREAS, on July 25, 2022, following a public hearing, the City Council adopted Ordinance 22-0555 extending and renewing interim regulations adopted by Ordinance 22-0543 for a further six-month period through January 25, 2023 to provide additional time for the Planning Commission to hold a public hearing, complete planning for the TOD District Overlay area, provide recommendations to the City Council regarding the appropriate regulatory framework for the TOD District Overlay and for Council to consider the recommendation; and

WHEREAS, on October 18, 2022, the Planning Commission held a public hearing regarding a proposed regulatory framework for the TOD District Overlay; and

WHEREAS, on November 21, 2022, the Planning Commission presented recommendations to the City Council regarding a proposed regulatory framework for the TOD District Overlay; and

WHEREAS, on November 28, 2022, the City Council gave direction on the proposed regulatory framework for the TOD District Overlay and requested consideration of an ordinance at a future meeting; and

WHEREAS, on November 28, 2022 the City Council gave direction to "carve out" certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE from the proposed regulatory framework and thereby reduce the area applicable to the TOD District Overlay pending completion of a channel restoration assessment of Swamp Creek to determine where channel restoration would provide the most ecological benefit and options for new regulations for the "carve out" area to incentivize Swamp Creek channel restoration; and

WHEREAS, on January 9, 2023, following a public hearing the City Council adopted Ordinance 23-0569 extending and renewing interim regulations adopted by Ordinance 22-0543, as renewed by Ordinance 22-0555 for a further six-month period through July 25, 2023, to provide additional time for the City Council to consider adoption of an ordinance for the TOD regulatory framework; and

WHEREAS, on February 13, 2023, Council gave direction and confirmed which certain proposed new TOD amendments should or should not apply on applicable regulations for the reduced TOD "carve out" area; and

WHEREAS, on March 13, 2023, the City Council adopted Ordinance 23-0574 adopting municipal code and zoning map amendments related to a Transit-Oriented Development regulatory framework; and

WHEREAS, on March 13, 2023, the City Council held a public hearing on the proposed six-month extension and renewal of the City's interim regulations authorized and imposed by Ordinance 22-0543, as renewed, and extended by Ordinance Nos. 22-0555 and 23-0569; and

WHEREAS, on March 13, 2023, the City Council adopted Ordinance 23-0575 amending the interim regulations established by Ordinance 22-0543, and as codified at Section 18.29.020 and Figure 18.29.020.1 of the Kenmore Municipal Code, to reduce the area of the Transit Oriented Development (TOD) District Overlay to the following real properties, identified by Tax Parcel Number and address:

1. TPN 086650-0000, 17915 80th Ave NE, Kenmore, WA 98028
2. TPN 670540-0000, 17827 80th Ave NE, Kenmore, WA 98028
3. TPN 182260-0000, 17811 80th Ave NE, Kenmore, WA 98028
4. TPN 011410-0841, 17721 80th Ave NE, Kenmore, WA 98028
5. TPN 011410-0843, 17715 80th Ave NE, Kenmore, WA 98028
6. TPN 011410-0850, 17525 80th Ave NE, Kenmore, WA 98028
7. TPN 011410-0855, 7900 NE Bothell Way, Kenmore, WA 98028
8. TPN 011410-0860, 7850 NE Bothell Way, Kenmore, WA 98028
9. TPN 011410-0865, 7800 NE Bothell Way, Kenmore, WA 98028
10. TPN 011410-0885, 7750 NE Bothell Way, Kenmore, WA 98028
11. TPN 011410-0870, 7760 NE Bothell Way, Kenmore, WA 98028
12. TPN 011410-0881, 7638 NE Bothell Way, Kenmore, WA 98028
13. TPN 011410-0889, 7644 NE Bothell Way, Kenmore, WA 98028

(referenced together as the "Reduced TOD Area")

WHEREAS, on September 11, 2023, the City Council held a public hearing on the proposed six-month extension and renewal of the City's interim regulations authorized and imposed by Ordinance 22-0543, as renewed, and extended by Ordinance Nos. 22-0555, 23-0569, and as amended and extended by Ordinance 23-0575; and

WHEREAS, on September 11, 2023, the City Council adopted Ordinance 23-0586 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 23-0575 for a further six months; and

WHEREAS, on February 26, 2024, the City Council adopted Ordinance 24-0606 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 23-0586, for a further six months; and

WHEREAS, on July 15, 2024 the City Council adopted Ordinance 24-0612 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 24-0606, for a further six months; and

WHEREAS, on September 16, 2024 the City Council held a discussion on the results of the channel restoration assessment of Swamp Creek including for the Reduced TOD Area; and

WHEREAS, on January 13, 2025 the City Council adopted Ordinance 25-0625 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 24-0612; and

WHEREAS, on June 23, 2025 the City Council adopted Ordinance 25-0629 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 25-0625; and

WHEREAS, on December 8, 2025, the City Council adopted Ordinance 25-0638 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 25-0629; and

WHEREAS, on May 18, 2026, the City Council held a public hearing on this Ordinance and considered extending the interim regulations; and

WHEREAS, the City Council finds that additional time is necessary to consider and potentially adopt an ordinance and new regulations to incentivize Swamp Creek channel restoration including for the Reduced TOD Area; and

WHEREAS, the regulations of zoning and land use are valid exercises of the City's police powers under Art. XI, Sec. 11 of the Washington State Constitution, and such police powers grant the City the authority to adopt interim regulations; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City Council, as the governing body, to renew and extend interim regulations on development or land use for one or more six-month periods if a subsequent hearing is held and findings of fact are made prior to said extension and renewal; and

WHEREAS, the City Council has determined that it is in the best interest of the public, and is necessary for the protection of public health, safety, property, or peace, to extend and renew for an additional six-month period the interim regulations established in Ordinance 22-0543, as amended, extended, and renewed by Ordinance Nos. 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625, 25-0629 and 25-0638;

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

Section 1. Findings of Fact in Support of Renewal and Extension. The City Council adopts the recitals set forth above, and in Ordinance Nos. 22-0543, 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625, 25-0629 and 25-0638 which are incorporated herein by reference, as findings of fact in support of the extension and renewal of interim regulations.

Section 2. Six-Month Extension and Renewal of Interim Regulations. Section 4 of Ordinance 22-0543, as amended by Ordinance Nos. 22-0555, 23-0569, 23-0575 23-0586, 24-0606, 24-0612, 25-0625, 25-0629 and 25-0638 is further amended to read as follows:

Section 4. Duration. The interim regulations established by Ordinance 22-0543, as renewed and extended by Ordinance Nos. 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625, 25-0629 and 25-0638 as amended by Section 3.D of Ordinance No. 23-0575, shall be extended and renewed for an additional period of six (6) months from the adoption date of this Ordinance, ~~December 8, 2025~~ May 18, 2026 (to and through ~~June 8, 2026~~ November 18, 2026), and shall automatically expire at the end of that day unless repealed, modified, or renewed and extended (after subsequent public hearing if renewed and extended), and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Transmittal of Ordinance. The City Manager is directed to transmit this ordinance to the Washington State Department of Commerce as required by law.

Section 4. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18th DAY OF May 2026.

CITY OF KENMORE

Mayor Nigel Herbig

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.:
DATE OF PUBLICATION:
EFFECTIVE DATE:

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 5/18/2026

Subject/Topic:	Proposed Council Action/Motion:
Public Hearing regarding Ordinance 26-0640 amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80 th Ave NE	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☒ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other:
Department: Community Development	
Prepared by: Debbie Bent, Assistant City Manager/Community Development Director	
Attachments: 1. Ordinance 26-0640	Motion to adopt Ordinance 26-0640 to amend and extend interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR522 and 80 th Ave NE.

Approvals:

Department Head DB 5/5/26 City Attorney DR 5/5/26 Finance Director N/A City Manager TK 5/8/26 Optional _____

Summary/Background:

A Public Hearing is scheduled for 5/18/26 to receive public testimony on Ordinance 26-0640 (see Attachment #1) amending and extending interim regulations for an additional six-months through 11/18/26 to apply to certain parcels close to Swamp Creek. The interim regulations prohibit townhome development, and for properties that do not choose to develop under the Transit Oriented Development (TOD) provisions they must meet the base density of the underlying zone and include at least 25% of the total number of units as affordable units.

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6/23/25 City Council Meeting: Ordinance 25-0629 was adopted to extend the interim regulations for those identified parcels close to Swamp Creek for an additional six months 6/23/25 through 12/23/25. Link to City Council meeting agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#)

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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.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 25-0640**

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING ORDINANCE 22-0543, AS AMENDED BY ORDINANCE 22-0555, ORDINANCE 23-0569, ORDINANCE 23-0575, ORDINANCE 23-0586, ORDINANCE 24-0606, ORDINANCE 24-0612, ORDINANCE 25-0625 ORDINANCE 25-0629 AND ORDINANCE 25-0638 TO EXTEND AND RENEW FOR AN ADDITIONAL SIX-MONTH PERIOD THE CITY'S INTERIM REGULATIONS RELATING TO THE TRANSIT ORIENTED DEVELOPMENT (TOD) DISTRICT OVERLAY APPLICABLE TO CERTAIN REAL PROPERTIES IDENTIFIED BY THE FOLLOWING TAX PARCEL (TPN): TPN 086650-0000, TPN 670540-0000, TPN 182260-0000, TPN 011410-0841, TPN 011410-0843, TPN 011410-0850, TPN 011410-0855, TPN 011410-0860, TPN 011410-0865, TPN 011410-0885, TPN 011410-0870, TPN 011410-0881, TPN 011410-0889; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance 15-0406, which established the Transit Oriented Development (TOD) District Overlay, which is codified at Chapter 18.29 of the Kenmore Municipal Code (KMC); and

WHEREAS, the purpose of the TOD District Overlay is to reinforce the City's planned concentrations of pedestrian-oriented mixed-use development at intensities that support and are supported by multi-modal transportation options, including high-capacity transit; and

WHEREAS, the City has directed the Planning Commission to review the City's TOD District Overlay regulations as part of the State-mandated Comprehensive Plan update; and

WHEREAS, the City became aware of the potential of lower density projects within the TOD District Overlay area, which would interfere with the City's intended planning for the TOD District Overlay area; and

WHEREAS, on August 16, 2021, the City Council adopted public emergency Ordinance 21-0533 that established an effective date for a six-month moratorium to and through February 16, 2022 to give the Planning Commission sufficient time to hold a hearing, complete planning for the TOD District Overlay area, and provide recommendations to the City Council regarding the appropriate regulatory framework for the TOD District Overlay; and

WHEREAS, on September 27, 2021, following a public hearing held by the City Council on the six-month moratorium, the Council adopted Ordinance 21-0535 amending

Section 2 of Ordinance 21-0533 to allow an additional exemption for building permit applications for or the construction of transitional housing or permanent supportive housing or building permit application for or the construction of indoor emergency housing; and

WHEREAS, on February 14, 2022, following a public hearing held by the City Council on the moratorium and interim regulations, the Council repealed the moratorium (Ordinance 21-0533 and Ordinance 21-0535) and immediately adopted interim regulations (Ordinance 22-0543) allowing certain development applications at appropriate densities within the TOD District Overlay consistent with the City's long-range planning, prior to completion of the City's regulatory review process; and

WHEREAS, on July 25, 2022, following a public hearing, the City Council adopted Ordinance 22-0555 extending and renewing interim regulations adopted by Ordinance 22-0543 for a further six-month period through January 25, 2023 to provide additional time for the Planning Commission to hold a public hearing, complete planning for the TOD District Overlay area, provide recommendations to the City Council regarding the appropriate regulatory framework for the TOD District Overlay and for Council to consider the recommendation; and

WHEREAS, on October 18, 2022, the Planning Commission held a public hearing regarding a proposed regulatory framework for the TOD District Overlay; and

WHEREAS, on November 21, 2022, the Planning Commission presented recommendations to the City Council regarding a proposed regulatory framework for the TOD District Overlay; and

WHEREAS, on November 28, 2022, the City Council gave direction on the proposed regulatory framework for the TOD District Overlay and requested consideration of an ordinance at a future meeting; and

WHEREAS, on November 28, 2022 the City Council gave direction to "carve out" certain parcels close to Swamp Creek in proximity to SR522 and 80th Ave NE from the proposed regulatory framework and thereby reduce the area applicable to the TOD District Overlay pending completion of a channel restoration assessment of Swamp Creek to determine where channel restoration would provide the most ecological benefit and options for new regulations for the "carve out" area to incentivize Swamp Creek channel restoration; and

WHEREAS, on January 9, 2023, following a public hearing the City Council adopted Ordinance 23-0569 extending and renewing interim regulations adopted by Ordinance 22-0543, as renewed by Ordinance 22-0555 for a further six-month period through July 25, 2023, to provide additional time for the City Council to consider adoption of an ordinance for the TOD regulatory framework; and

WHEREAS, on February 13, 2023, Council gave direction and confirmed which certain proposed new TOD amendments should or should not apply on applicable regulations for the reduced TOD "carve out" area; and

WHEREAS, on March 13, 2023, the City Council adopted Ordinance 23-0574 adopting municipal code and zoning map amendments related to a Transit-Oriented Development regulatory framework; and

WHEREAS, on March 13, 2023, the City Council held a public hearing on the proposed six-month extension and renewal of the City's interim regulations authorized and imposed by Ordinance 22-0543, as renewed, and extended by Ordinance Nos. 22-0555 and 23-0569; and

WHEREAS, on March 13, 2023, the City Council adopted Ordinance 23-0575 amending the interim regulations established by Ordinance 22-0543, and as codified at Section 18.29.020 and Figure 18.29.020.1 of the Kenmore Municipal Code, to reduce the area of the Transit Oriented Development (TOD) District Overlay to the following real properties, identified by Tax Parcel Number and address:

1. TPN 086650-0000, 17915 80th Ave NE, Kenmore, WA 98028
2. TPN 670540-0000, 17827 80th Ave NE, Kenmore, WA 98028
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(referenced together as the "Reduced TOD Area")

WHEREAS, on September 11, 2023, the City Council held a public hearing on the proposed six-month extension and renewal of the City's interim regulations authorized and imposed by Ordinance 22-0543, as renewed, and extended by Ordinance Nos. 22-0555, 23-0569, and as amended and extended by Ordinance 23-0575; and

WHEREAS, on September 11, 2023, the City Council adopted Ordinance 23-0586 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 23-0575 for a further six months; and

WHEREAS, on February 26, 2024, the City Council adopted Ordinance 24-0606 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 23-0586, for a further six months; and

WHEREAS, on July 15, 2024 the City Council adopted Ordinance 24-0612 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 24-0606, for a further six months; and

WHEREAS, on September 16, 2024 the City Council held a discussion on the results of the channel restoration assessment of Swamp Creek including for the Reduced TOD Area; and

WHEREAS, on January 13, 2025 the City Council adopted Ordinance 25-0625 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 24-0612; and

WHEREAS, on June 23, 2025 the City Council adopted Ordinance 25-0629 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 25-0625; and

WHEREAS, on December 8, 2025, the City Council adopted Ordinance 25-0638 to extend and amend the interim regulations established by Ordinance 22-0543 and as amended and extended by Ordinance 25-0629; and

WHEREAS, on May 18, 2026, the City Council held a public hearing on this Ordinance and considered extending the interim regulations; and

WHEREAS, the City Council finds that additional time is necessary to consider and potentially adopt an ordinance and new regulations to incentivize Swamp Creek channel restoration including for the Reduced TOD Area; and

WHEREAS, the regulations of zoning and land use are valid exercises of the City's police powers under Art. XI, Sec. 11 of the Washington State Constitution, and such police powers grant the City the authority to adopt interim regulations; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City Council, as the governing body, to renew and extend interim regulations on development or land use for one or more six-month periods if a subsequent hearing is held and findings of fact are made prior to said extension and renewal; and

WHEREAS, the City Council has determined that it is in the best interest of the public, and is necessary for the protection of public health, safety, property, or peace, to extend and renew for an additional six-month period the interim regulations established in Ordinance 22-0543, as amended, extended, and renewed by Ordinance Nos. 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625, 25-0629 and 25-0638;

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

Section 1. Findings of Fact in Support of Renewal and Extension. The City Council adopts the recitals set forth above, and in Ordinance Nos. 22-0543, 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625, 25-0629 and 25-0638 which are incorporated herein by reference, as findings of fact in support of the extension and renewal of interim regulations.

Section 2. Six-Month Extension and Renewal of Interim Regulations. Section 4 of Ordinance 22-0543, as amended by Ordinance Nos. 22-0555, 23-0569, 23-0575 23-0586, 24-0606, 24-0612, 25-0625, 25-0629 and 25-0638 is further amended to read as follows:

Section 4. Duration. The interim regulations established by Ordinance 22-0543, as renewed and extended by Ordinance Nos. 22-0555, 23-0569, 23-0575, 23-0586, 24-0606, 24-0612, 25-0625, 25-0629 and 25-0638 as amended by Section 3.D of Ordinance No. 23-0575, shall be extended and renewed for an additional period of six (6) months from the adoption date of this Ordinance, ~~December 8, 2025~~ May 18, 2026 (to and through ~~June 8, 2026~~ November 18, 2026), and shall automatically expire at the end of that day unless repealed, modified, or renewed and extended (after subsequent public hearing if renewed and extended), and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Transmittal of Ordinance. The City Manager is directed to transmit this ordinance to the Washington State Department of Commerce as required by law.

Section 4. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18th DAY OF May 2026.

CITY OF KENMORE

Mayor Nigel Herbig

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.:
DATE OF PUBLICATION:
EFFECTIVE DATE:

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 5/18/2026

Subject/Topic:	Proposed Council Action/Motion:
Updated Park Impact Fee Methodology Department: Community Development Prepared by: Debbie Bent, Community Development Director Todd Hall, Principal Planner Attachments: 1. Updated Kenmore Park Impact Fee (PIF) Methodology 2. Appendix Kenmore Funds Strategy 70-90% PIF 3. Amendments to Chapter 20.47 KMC 4. Appendices B – G from Parks, Recreation, and Open Space (PROS) Plan <i>(added 5/15/26)</i>	☐ Information Only ☐ Receive and File ☒ Discuss ☒ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☐ Other: Staff recommends City Council adopt the collection of impact fees by square footage and set the initial rates based on 70% of the maximum rate. Motion to schedule a Public Hearing for an updated Park Impact Fee Methodology and amendments to Kenmore Municipal Code Chapter 20.47.

Approvals:

Department

Head

DB, 5/4/26

City

Attorney

DR, 5/4/26

Finance

Director

City

Manager

TK, 5/8/26

Optional

Summary/Background:

Summary

On May 18, 2026, staff are requesting City Council direction on an updated Park Impact Fee calculation methodology for new residential development (either by size or number of bedrooms) and direction on setting the percentage of the maximum rate to be implemented starting January 1, 2027. Amendments to the Kenmore Municipal Code (KMC) Chapter 20.47 are required to clarify when and how impact fees are assessed. Staff are seeking City Council direction on scheduling a public hearing date to consider the updated park impact fee methodology and amendments to the KMC 20.47. June 22, 2026, is tentatively scheduled for both Public Hearing and Ordinance adoption.

Staff recommends that City Council select the calculation methodology based on square footage (refer to Table 2). From staff's perspective this methodology seems easier to understand and apply and is a more precise and continuous measure of unit size. Staff further recommends that the City Council select 70% of the maximum rate for implementation starting January 1, 2027, consistently applied for each square footage category.

Background

On May 18, 2026, staff and Tom Beckwith, Beckwith Consulting Group (consultant) will continue the discussion regarding the updated park impact fee methodology based on the 2026 Park Impact Fee Rate Study (Attachment 1). Park impact fees are one-time charges assessed by the City against new residential development projects to help pay a proportionate share for new or expanded public park capital facilities (publicly owned parks, open space and recreation facilities) that will directly address the increased demand for services created by that development. The current code provides exemptions for accessory dwelling units (ADUs) and affordable housing. State law regarding collection of impact fees was updated in 2023 to reflect proportionate impact of new housing units, specifying that impact fee rates be based on either number of bedrooms (Table 1) or by square footage (Table 2) in order to produce a proportionately lower impact fee for smaller housing units (RCW 82.02.060(1)).

Tables 1 and 2 show the fees based on calculation by bedrooms or by square footage. The Maximum Rate for each tier is calculated by multiplying the persons-per-unit figure by the cost per person of \$3,109.92. For example, in Table 2 the 1,000–1,499 sf tier has 2.26 persons per unit, yielding a Maximum Rate of $2.26 \times \$3,109.92 = \$7,028.42$. The 70% Rate is then calculated by multiplying the Maximum Rate by 0.70, ($\$7,028.92 \times 0.70 = \$4,920.24$).

The City Council can set the percentage rate charged and can vary this rate for different categories (e.g. number of bedrooms or square footage). Attachment 3, Kenmore Municipal Code Chapter 20.47, provides definitions and how impact fees are collected, used and adjusted. The rates are typically discussed and adjusted each fall when the resolution is brought forward establishing the annual fee schedule for the upcoming year.

Table 1: Park Impact Fees for Residential Development (by bedrooms)

Unit Size (bedrooms)	Persons/bedroom	PIF/person	Maximum Rate ¹	70% Rate
Studio	0.64	\$3,109.92	\$1,982.89	\$1,388.02
1 bedrooms	0.85	\$3,109.92	\$2,643.85	\$1,850.70
2 bedrooms	1.70	\$3,109.92	\$5,287.71	\$3,701.40
3 bedrooms	2.55	\$3,109.92	\$7,931.56	\$5,552.09
4 bedrooms	3.40	\$3,109.92	\$10,575.41	\$7,402.79
5 bedrooms	4.25	\$3,109.92	\$13,219.26	\$9,253.48

¹ This assumes 100% maximum rate, can be adjusted lower, 70% of the maximum rate is provided to show a lower example. Rounding calculations may result in minor variances from figures derived.

Table 2: Park Impact Fees for Residential Development (by square footage)

Unit Size (square footage)	Persons/unit	PIF/person	Maximum Rate ¹	70% Rate
<500 sf	1.07	\$3,109.92	\$3,325.61	\$2,327.93
500-749	1.27	\$3,109.92	\$3,963.64	\$2,774.55
750-999	1.89	\$3,109.92	\$5,866.98	\$4,106.89
1,000-1,499	2.26	\$3,109.92	\$7,028.92	\$4,920.24
1,500-1,999	2.65	\$3,109.92	\$8,230.38	\$5,761.27
2,000-2,499	2.85	\$3,109.92	\$8,873.26	\$6,211.28
2,500-2,999	2.89	\$3,109.92	\$8,996.84	\$6,297.79
3,000-3,999	3.08	\$3,109.92	\$9,591.43	\$6,714.00
4,000+	2.78	\$3,109.92	\$8,645.57	\$6,051.90
Not reported	2.78	\$3,109.92	\$8,645.57	\$6,051.90

¹ This assumes 100% maximum rate, can be adjusted lower, 70% of the maximum rate is provided to show a lower example. Rounding calculations may result in minor variances from figures derived.

Fees/Percentages Charged Since 2019

At the April 13 meeting, City Council requested staff provide information regarding PIFs/percentages charged since the last rate study in 2019. See Table 3 below.

Table 3: Fees/Percentages Charged Since 2019

Type	2019 Max PIF (from 2019 PIF Study)	2020	2021	2022	2023	2024	2025	2026 (Current)
Single-Family	\$6,663	\$3,885 (58%)	\$3,885 (58%)	\$4,129.76 (61.9%)	\$4,522.09 (67.9%)	\$4,586.75 (68.8%)	\$4,652.34 (69.8%)	\$4,652.34 (69.8%)
Multi-Family	\$5,951	\$2,980 (50%)	\$2,980 (50%)	\$3,167.74 (47.5%)	\$3,465.68 (58.2%)	\$3,518.28 (59.1%)	\$3,568.59 (61.5%)	\$3,568.59 (61.5%)
Manufactured Home	\$5,951	\$1,942 (32.6%)	\$1,942 (32.6%)	\$2,064.35 (34.7%)	\$2,260.46 (38%)	\$2,292.78 (38.5%)	\$2,325.57 (39.0%)	\$2,325.57 (39.0%)
Year/Year Δ		-	0%	6.3%	9.5%	1.4%	1.4%	0%

There are two distinct reasons the percentages vary: 1. Differences between housing types at any given point in time, and 2. Why each type's percentage increases over time.

Differences Between Housing Types

In 2019, the policy choice by Council was to apply different discount levels to each housing type. The 2019 rate study established the maximum defensible fee for each type based on demand and cost methodology, but the City chose not to charge those maximums. Instead, it set actual fees at:

- ~58% of max for single-family
- ~50% of max for multifamily
- ~32.6% of max for manufactured homes

Why each type's percentage increases over time

The annual year-over-year increases (6.3%, 9.5%, 1.4%, etc.) are applied to the *dollar amount*, not to the percentage. Because the 2019 maximum is a fixed denominator, every dollar increase in the actual fee mechanically increases the percentage. Since all three types receive the same annual percentage increase in dollar terms, their percentages of the 2019 max all rise, but not uniformly, because they started from different bases.

Notably, single-family's percentage has climbed the fastest in absolute terms (58% → 69.8%) because it started from a higher dollar base, so the same percentage increase translates to larger dollar gains relative to its max.

Background

Kenmore originally adopted park impact fees in 2001 and updated the fees in 2019 based on a new rate study. Kenmore Municipal Code Chapter 20.47 outlines the regulations for transportation, park and school impact fees ([Chapter 20.47 TRANSPORTATION, PARK AND SCHOOL IMPACT FEES](#)). Transportation and park impact fees may be adjusted annually based on the five year rolling average of the Washington State Department of Transportation Construction Cost Index. Transportation and park impact fees are included in the City's fee schedule adopted each year by resolution.

Staff Recommendation

Staff recommends calculating park impact fees based on dwelling unit square footage rather than bedroom count. Square footage provides a more precise and continuous measure of unit size, directly correlating with household capacity and the number of residents likely to generate demand for park facilities. Bedroom count, by contrast, is a coarser metric. Two units with the same number of bedrooms can vary substantially in actual size and occupancy. Square footage also avoids definitional ambiguity; while state law and the International Building Code (IBC) provide a bedroom definition, rooms used as offices, dens, or flex spaces are frequently converted to sleeping use in practice, making bedroom counts harder to verify consistently at permit intake. Additionally, square footage is already captured on building permit applications and can be measured on a consistent gross or net basis across all unit types, reducing administrative burden and the potential for disputes.

For these reasons, a square footage-based fee schedule produces a more equitable and defensible nexus between the fee charged and the actual demand new housing places on the park system.

Previous Council Action(s):

The last Park Impact Fee Rate Study was conducted in 2019 and City Council adopted PIF Ordinance 19-0483 to be effective January 1, 2020. The City Council also adopts a Fee Resolution each year which also may adjust park impact fees.

4/13/26 City Council meeting, Park Impact Fee discussion [City Council Regular Meeting of Monday, April 13, 2026 • City of Kenmore Agendas and Minutes • CivicClerk](#)

Fiscal Consideration:

The 2025-2026 Biennial Budget anticipates a beginning Park Impact Fee fund balance of \$397,626 and receipts of \$585,000. Park Impact Fees are budgeted by project in accordance with the approved capital facilities plan and transferred to the Park Capital Fund as a resource for park improvements. The total 2026 ending fund balance is anticipated to be \$452,626. Receipt estimates are based on the current impact fee rates.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

[DEIA Strategic Plan](#) | [City's Equity Framework Toolkit](#)

DEIA Objective 1.6: Ensure accountability through data collection and performance measures.

[City Council Priorities](#) or Budget Objective Being Addressed:

Council Priority 9: Explore opportunities to expand Parks and Recreation.

Kenmore Park Impact Fee (PIF) Methodology

Authorization

The Washington State Legislature authorized local jurisdictions to enact impact fees through the enactment of the Washington State Growth Management Act - (Chapter 17, Law of 1990, 1st Executive Session, Chapter 36.70A of the Revised Code of Washington (RCW) et sequitur, and Chapter 32 Laws of 1991, 1st Special Session, RCW 82.02.050 et sequitur, as not in existence or as hereafter amended). The Washington State Legislature clarified the basis of fees by including sections on development impact fees (Sections 40-44, 46-48, RCW 82.46.050, RCW 82.46.060, RCW 82.02.050, RCW 82.02.060, RCW 82.02.070, RCW 82.02.080, RCW 82.02.090).

The fees are intended to be a means of implementing Goal 12 in Section 2 of the GMA (RCW 36.70A.020) that reads: "...Ensure that those public facilities and services necessary to support development shall be adequate to serve the **development at the time the development is available for occupancy and use** without decreasing current service levels below locally established minimum standards."

The imposition of impact fees is one of the preferred methods of ensuring that new development bears a proportionate share of the cost of capital facilities necessary to accommodate new growth.

Kenmore City Council - has the authority to adopt a park impact fee (PIF) ordinance pursuant to the Washington State Growth Management Act to apply to all new residential development submitted after the effective date of a PIF ordinance.

The PIF is intended to assist in the implementation of the Capital Facilities Program (CFP) element of the Kenmore Comprehensive Plan, and to help achieve the goals of the Kenmore Park, Recreation & Open Space (PROS) Plan. The purpose of the PIF is to regulate the use and development of land to assure that new development bears a proportionate share of the cost of capital expenditures necessary

to provide park, recreation, and open space improvements in Kenmore.

Definitions

Capital improvement - includes park planning, land acquisition, site improvements, buildings, and equipment but excludes maintenance, operation, repair, alteration, or replacement.

Capital Facility Program (CFP) - a 6-year plan that is annually updated and approved by the Council to finance the development of capital facilities necessary to support the population projected within Kenmore over the 6-year projection period. As defined in the GMA, the capital facility program (CFP) includes:

- a) Forecast of future needs for park facilities;
- b) Identification of additional demands placed on existing public facilities by new development;
- c) Long-range construction and capital improvement projects;
- d) Parks under construction or expansion;
- e) Proposed locations and capacities of expanded or new park facilities;
- f) Inventory of existing park facilities;
- g) At least a 6-year financing component, updated as necessary to maintain at least a 6-year forecast period, for financing needed for park facilities within projected funding levels, and identifying sources of financing for such purposes, including bond issues or levy lid lifts authorized by the voters; and
- h) Identification of deficiencies in park facilities and the means by which existing deficiencies will be eliminated within a reasonable period of time.

In accordance with GMA requirements, the current 6-year Capital Facilities Program (CFP) identifies all projects that are included in the calculation of existing levels-of-service (ELOS) for the purposes of identifying a growth impact fee assessment - see Appendix F.

Park, Recreation & Open Space (PROS) Plan - Kenmore - the planning document that includes a park and recreation inventory, facility demand, policy, and guidance on developing citywide and local park and recreation facilities.

Developer - the person or entity that owns or holds purchase options or other development control over property for which development activity is proposed.

Development activity - any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, that creates additional demand for park and recreational facilities (GMA, Section 48, RCW 82.090).

Development approval - any written authorization from Kenmore that authorizes the commencement of development activity.

Encumbered - impact fees identified by Kenmore as being committed as part of the funding for a park facility for which the publicly funded share has been assured, or building permits sought, or construction contracts let.

Growth impact requirement - caused by population increases created by new developments.

Growth impact fee assessment - a payment of money imposed upon development as a condition of development approval to pay for:

- a) Public facilities needed to serve new growth and development,
- b) That is reasonably related to the new development that creates additional demand for public facilities,
- c) That is a proportionate share of the cost of the public facilities, and
- d) That is used for facilities that reasonably benefit the new development.

Park impact fees (PIF) are a proportionate amount (less than 100%) of the land acquisition and facility development value or cost

required to sustain the existing level-of-service (ELOS) because of new development.

The assessment fee proportion of the actual park impact will be determined on an annual basis by the Kenmore City Council. The Council will review and consider projected park and recreation facility requirements, funding capabilities and trends, citizen preferences concerning park improvement financing, and other issues when determining the proportionate amount to be charged new developments.

Park impact fees (PIF) do not include reasonable permit or application fees or charges.

Growth impact fee - schedule - the table of impact fees to be charged per unit of development computed by the formula adopted under the PIF rate schedule and indicating the standard fee amount per person per dwelling unit type to be paid as a condition of development within Kenmore.

Improvements - project - site improvements and facilities planned and designed to provide service for a particular development project. Project improvements are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. Project improvement examples include the construction of water and sewer lines or interior roads that serve only the structures and occupants located within the development.

No improvement or facility in a Capital Facilities Program (CFP) approved by the Kenmore City Council shall be considered a project improvement. The developer normally pays project improvements as a condition of development approval. Project improvements are not financed with public funds nor included within Kenmore's Capital Facilities Program (CFP) and park impact fees (PIF).

Improvements - system - public facilities designed to serve areas within Kenmore, in contrast to project improvements designed to service occupants of a particular development project or site. System improvement examples include collector or arterial roads, schools, and parks.

Systems improvements are financed with public funds in accordance with Kenmore's Capital Facilities Program (CFP). A park impact fee (PIF) may be imposed for a system improvement only if the improvement is included within Kenmore's Capital Facilities Program (CFP).

Level-of-service - existing/proposed (ELOS/PLOS) - the ratio of park and recreation land and facility units (acres, fields, square feet, etc) to the number of persons in the population expressed as a unit per 1,000 persons.

The existing level-of-service (ELOS) includes all park and recreation land and facility units that have been improved to the present time and funded for improvement within the current (existing) time period specified in the Capital Facilities Program (CFP).

The proposed level-of-service (PLOS) includes park and recreational land and facility units that are intended to be added to the current inventory over Kenmore's Park, Recreation & Open Space (PROS) Plan's time (6-20-years) to improve upon existing standards.

Growth impact fees (PIF) are to be imposed on new developments based to finance the development of additional facilities necessary to maintain a proportionate share of the additional population requirements created by new development.

Owner - the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded.

Previously incurred system improvements - system projects that were accomplished that will serve new growth and development. Park impact fees (PIF) can be imposed on an adjacent development to recover a proportionate share of the money Kenmore spent or previously incurred to provide for the future demand that the adjacent development now requires.

Prior system deficiencies - are improvements that are necessary to expand the existing system to meet existing level-of-service (ELOS)

requirements. Park impact fees (PIF) may not be used for prior system deficiencies or for improvements that do not benefit or serve new growth.

Private recreational facility - is any recreational facility that is not owned by or dedicated to any public or governmental entity.

Proportionate share - that portion of the cost of public facility improvements that are reasonably related to the service demands and needs of new development.

Public facility - the following capital facilities owned or operated by government entities:

- a) Public streets and roads,
- b) Publicly owned park, open space, and recreation facilities,
- c) School facilities, and
- d) Fire protection facilities in jurisdictions that are not part of a fire district.

Service area - is the Kenmore city limits.

Park impact fee (PIF) calculation

The Kenmore park impact fee (PIF) is calculated by:

a) Inventorying - existing park and recreational lands and facilities quantities [optionally including funded projects listed within the current Capital Facilities Program (CFP)],

b) Multiplying - by the estimated direct site preparation, materials, and construction and indirect sales tax, design and engineering, financing, and contingencies land and facility acquisition and development cost or market rate value for each kind of land and improvement,

c) Dividing - by the existing population to determine the existing level-of-service (ELOS) invested value per capita,

d) Multiplying - by the proportion or percent of the ELOS to be collected of the ELOS invested value per capita by City Council acknowledging that anything less than 100% of the ELOS in the imposed park impact fee must be provided by other public funds,

e) **Multiplied** - by the population estimated to be created by the development project per person or persons per housing unit type,

f) **To determine** - the park impact fee (PIF) to be assessed the development project to sustain the project's share of maintaining proportional share.

ELOS inventory and assessed valuation King County Assessor property assessments reflect 100% of the true and fair market value as of 1 January of the assessment year, adjusted annually based on market data and physical inspections every 6 years. Ideally, assessed values reflect the real market or what a willing buyer would pay a willing seller. **“Certain agricultural, timber, or open space land may be assessed based on current use rather than highest and best use.”**

Land values - are based on 2025 King County Assessor data for Kenmore park lands were provided or for adjacent or comparable open space, park, trail, or facility properties:

Park	Value	Acres	\$/acre	Type
Town Square	\$1,363,300	0.48	\$2,840,208	Facility
City Hall Park	\$2,054,400	1.57	\$1,308,535	Park
Linwood Park	\$888,000	1.37	\$648,175	Park
Moorlands Park	\$2,317,000	4.56	\$508,114	Park
Swamp Creek Wetlands	\$7,221,000	23.21	\$311,115	Natural
Tl'awh-ah-dees Park	\$9,089,700	41.78	\$217,561	Park/OS
Inglewood Wetlands	\$2,930,000	13.61	\$215,282	Natural
Rhododendron Park	\$2,334,000	12.21	\$191,154	Park
Northshore Summit Park	\$499,000	3.71	\$134,501	Park
	\$28,696,400	102.50	\$279,964	
Log Boom Park	\$520,900	3.90	\$133,564	Park

Wallace Creek Swamp Park	\$3,111,000	25.47	\$122,143	Natural
Twin Spring Park	\$1,901,000	25.50	\$74,549	Natural
Tolt Pipeline Trail	\$71,000	7.20	\$9,861	Trail
Subtotal	\$5,603,900	62.07	\$90,283	
Total	\$34,300,300	164.57	\$208,423	

Source: King County Assessor 2025 market values.

As shown, Assessor valuations vary considerably by type of park and even by specific properties.

- Town Square and City Hall Park are the highest per acre values of \$2,840,208-1,308,535 due the location in Kenmore downtown district alongside retail commercial uses.
- Other high valued per acre park sites include Linwood Park at \$648,175 and Moorlands Park at \$508,114 which are in established residential neighborhoods.
- Conversely, low valued per acre park sites include the Tolt Pipeline Trail, which is a road right-of-way, at \$9,861, and not developable for any other use, and Twin Spring Park at \$74,549.
- Natural area parks sites per acre values include Wallace Creek Swamp Park at \$122,143, Tl'awh-ah-dees Park at \$217,561, and Log Boom Park at \$133,564. Significant portions of the park lands are valued as open space rather than highest and best use meaning sizable portions of the parks are undervalued, particularly for waterfront parcels.

Building values - based on 2025 King County Assessor data:

Park	Bldg value	Sq ft	\$/sf	Type
Town Square	\$1,871,200	4,576	\$408.92	Facility
Senior Center	\$119,000	2,220	\$53.60	Facility
Total	\$1,990,200	6,796	\$292.85	

Source: King County Assessor 2025 market values.

Existing level-of-service (ELOS) value for city facilities

Population in development		1					
Population in city 2025		24,520					
Population in city 2050		33,491					
		units	2025 fclty total	Facility cost /unit	Year 2025 asset value	standard /1000	Project/ per capita value
land	resource conservancy	acres	76.0	\$122,143	\$9,282,868	3.10	\$378.58
land	resource activities	acres	44.9	\$217,561	\$9,768,489	1.83	\$398.39
land	linear trails	acres	0.9	\$10,000	\$9,000	0.04	\$0.37
land	athletic fields/playgrounds	acres	9.5	\$578,145	\$5,492,373	0.39	\$224.00
land	recreation centers/pools	acres	12.5	\$2,074,372	\$25,929,644	0.51	\$1,057.49
land	special use facilities	acres	2.2	\$500,000	\$1,100,000	0.09	\$44.86
land	support facilities/yards/buildir	acres	3.1	\$500,000	\$1,550,000	0.13	\$63.21
Subtotal for land impact			149.1		\$53,132,373	6.08	\$2,166.90
Facilities							
swimming beach	sand	park space	10.0	\$24,122	\$241,223	0.41	\$9.84
handcarry launch	dirt ramp	park space	10	\$28,793	\$287,928	0.41	\$11.74
floating pier	pier	square foot	5000	\$546	\$2,730,000	203.92	\$111.34
picnic	tables w/o shelter	table	27	\$44,734	\$1,207,812	1.10	\$49.26
	shelters-group use	shelter	4	\$141,275	\$565,101	0.16	\$23.05
multipurpose trail	asphalt w/services 10'	mile	1.30	\$1,307,465	\$1,699,704	0.05	\$69.32
	bridge	sq ft	500	\$546	\$273,000	20.39	\$11.13
park trail	concrete/asphalt trail 6'	mile	1.21	\$831,797	\$1,006,475	0.05	\$41.05
	crushed rock 5'	mile	1.01	\$247,983	\$250,463	0.04	\$10.21
playground	uncovered	each	5	\$515,317	\$2,576,585	0.20	\$105.08
play area	improved	acre	3.0	\$285,145	\$855,436	0.12	\$34.89
skateboard	skateboard court - concrete	court	1	\$819,000	\$819,000	0.04	\$33.40
basketball	outdoor uncovered	court	1.0	\$311,686	\$311,686	0.04	\$12.71
soccer	youth multipurpose	field	1	\$560,660	\$560,660	0.04	\$22.87
baseball	200+grass unlighted	field	1	\$1,407,086	\$1,407,086	0.04	\$57.39
community center operations	meeting facilities	sq ft	6,776	\$880	\$5,963,910	276.35	\$243.23
	admin facilities	sq ft	1,000	\$437	\$436,800	40.78	\$17.81
	maintenance fclties	sq ft	2,800	\$437	\$1,223,040	114.19	\$49.88
restrooms	concession stands	sq ft	100	\$483	\$48,266	4.08	\$1.97
	permanent	fixture	8	\$80,710	\$645,678	0.33	\$26.33
	temporary/sanican	each	6	\$2,184	\$13,104	0.24	\$0.53
Subtotal for facility impact			16,257		\$23,122,956	662.99	\$943.02
Total impact for land and facilities - per capita					\$76,255,330		\$3,109.92
Total impact for land and facilities - persons/household of				2.60			\$8,085.80

Resource conservancy - Wallace Creek Swamp Park, Resource activities - It"awh-ah-dees Park, Linear trails - Tolt Tipeline ROW, Athletic fields/playgrounds - Linwood and Moorland Parks, Recreation centers - Town Square and Town Hall Park, Special use facilities - @ Moorland Park, Support facilities - @ \$500,000.

Note - facility costs include site preparation, utilities, parking, amenities, and other improvements pro rated.

As shown, the estimated value per square foot varies considerably based on when the building was constructed and the purpose for which it was built or is used now.

- Town Square, built in 2007, has the highest estimated value of \$408.92 per square foot, while the Senior Center, built in 1948, has the lowest value of \$53.60 per square foot.

Improvement values – including utilities, access roadways, and parking lots are presumed to be included in the Assessor’s market land values assuming the properties are sold for private uses. Assessor land values, however, do not include public park amenities like boat ramps, trails, picnic facilities, playgrounds, sports courts, and athletic fields for which there is no private market interest or valuation.

Consequently, the value of these amenities is estimated based on the market cost necessary to develop amenities of similar contents and quality improvement to those in Kenmore’s inventory. The market equivalent estimates include direct costs for site preparation, materials, and construction and indirect costs for sales tax, design and engineering, financing, and contingencies.

The estimates include utilities, site access roadways, parking, equipment, furnishings, and landscaping necessary to provide a facility equal to what exists in Kenmore’s inventory.

Athletic fields, for example, are estimated by size for different age group competitions and with or without grass or synthetic turf, lighting, fencing, restrooms, concessions, and other features.

Trails are estimated by width, surface improvement, and signage with or without trailheads, parking, restrooms, and other features prorated by mile.

The projected cost to develop each type of Kenmore amenity in the inventory is shown in the spreadsheet on the preceding page.

Kenmore ELOS value – is compiled for all existing land, building, and amenity improvement and prorated on a per capita basis and

for an average household size based on American Community Survey (ACS) data.

The total composite value for all of Kenmore’s existing park land inventory is \$53,132,373 or \$2,166.90 per person for Kenmore’s 2025 population of 24,520 persons. Athletic facilities and playgrounds, represent the greatest land value category worth \$25,292,644.

The total composite value of all of Kenmore’s existing improvements is \$23,122,956 or \$943.02 per person. Town Square and the Senior Center represent the largest improvement value worth a combined total of \$5,963,910.

The total value of all land and improvements is \$76,255,330 or \$3,109.92 per person or \$8,085.80 for an average household of 2.60 persons.

The combined value is relatively low for a community the size of Kenmore. Kenmore has assembled an impressive collection of natural areas combined with significant waterfront properties, which are undervalued. Kenmore has not, however, developed indoor facilities, meaning Kenmore is land rich and amenity poor.

Park impact fee (PIF) by housing type

The park impact fee (PIF) imposed by housing type depends on the number of persons per each type of housing unit ranging from single-family, duplex, tri and quadplex, multiplex over 5 units, and manufactured homes determined for Kenmore and all other jurisdictions in the state by the Washington Office of Financial Management (OFM) using the Decennial Census and American Community Survey (ACS).

Kenmore’s average persons per housing type in 2026 ranged from 2.94 persons for an average single-family house to 2.11 persons for tri and quadplex structures.

Housing type	Persons/unit
Single-family	2.94
Duplex	2.47
Tri and Quadplex	2.11
Multiplex - 5 or more units	2.50
Manufactured homes	2.57

Source: Persons/type unit - WA OFM 2026, Adjusted 2000 population and housing by structure type and group quarters for the state, counties, cities, and towns - City of Kenmore

Park impact fee (PIF) imposition

Kenmore City Council's park impact fee (PIF) is imposed on any person or entity who seeks to develop land within Kenmore for a residential building or for a residential mobile or manufactured home installation.

The park impact fee (PIF) must be paid either 1) before any new residential building permit or new permit for residential mobile home installation can be issued, or 2) before the development is available for occupancy and use.

Park impact fee (PIF) assessment

Schedule - the park impact fee (PIF) per development is determined as follows:

a) If a building permit is requested for mixed uses, then the fee is determined by apportioning the space committed to residential uses.

b) In the case of change of use, redevelopment, or expansion or modification of an existing use that requires the issuance of a building permit or permit for a mobile or manufactured home installation, the park impact fee (PIF) is based upon the net positive increase in the number of persons for the new use compared to the previous use.

Calculation - if a developer opts not to have the park impact fee (PIF) determined according to the PIF schedule, then:

a) The developer can prepare and submit an independent fee calculation study for the land development activity for which a building permit or permit for a mobile or manufactured home installation is sought. The documentation submitted must show the basis upon which the independent fee calculation was made.

b) The Kenmore Official will consider the documentation submitted by the developer but is not required to accept such documentation should the Official reasonably deem the estimate to be inaccurate or not reliable and may, in the alternative, require the developer to submit additional or different documentation for consideration.

c) If an acceptable independent fee calculation study is not presented, the developer will pay park impact fees (PIF) based upon the PIF schedule.

d) If an acceptable independent fee calculation study is presented, the Kenmore Official may adjust the fee to that appropriate to the development. The adjustment may include a credit against the fee otherwise payable up to 100% for private recreational facilities constructed or deed restricted or otherwise set aside for recreational purposes by the developer that serve the same purposes and functions set forth in the Kenmore PROS Plan.

e) In cases where the developer requests an independent fee calculation, the costs of such calculation will be borne by the developer.

Appeals

a) Determinations made by the Kenmore Official may be appealed to the Hearing Examiner by filing a written request with the Official.

b) Any appeal of the decision of the City regarding fee amounts will follow the process for the appeal of the underlying development activity.

c) Impact fees may be paid under protest to obtain a permit or other approval of development activity.

Use of PIF funds

1) Funds collected from Kenmore's park impact fees (PIF) will be used solely for the purpose of acquiring and/or making capital improvements to parks under the jurisdiction of Kenmore and will not be used for maintenance or operations.

2) Funds will be used exclusively for acquisitions, expansions, or capital improvements within Kenmore. Funds will be expended in the order in which they were collected.

3) In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which park impact fees (PIF) may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments provided that the facilities provided are of the type described in Kenmore's PROS Plan.

4) Impact fees for system improvements will be expended by Kenmore only in conformance with the Capital Facilities Program (CFP).

5) Impact fees will be expended or encumbered by Kenmore for a permissible use within 10 years of receipt by Kenmore, unless there exists an extraordinary or compelling reason for fees to be held longer than 10 years. City Council may identify Kenmore's extraordinary and compelling reasons for the fees to be held longer than 10 years in the Council's findings.

6) At least once each fiscal period the Kenmore Official will present to the Council a proposed capital facility program (CFP) for parks, assigning funds, including any accrued interest from the park impact fee trust fund to specific park improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period will be retained in the same park impact fee trust funds until the next fiscal period.

7) Kenmore will be entitled to retain not more than 15% of the funds collected as compensation for the expense of collecting the park impact fee (PIF) and administering the fund.

PIF refunds

1) If a residential building permit or permit for a residential mobile or manufactured home installation expires without commencement of construction, then the developer will be entitled to a refund, with interest, of the park impact fee (PIF) paid as a condition for its

issuance except that Kenmore will retain a percent of the fee to offset a portion of the costs of collection and refund. The developer must apply for such a refund to the Kenmore Official.

2) Any funds not expended or encumbered by the end of the calendar quarter immediately following 6 years from the date the park impact fee was paid will, upon application by the current landowner, be returned to such landowner with interest at the interest rate accrued in the PIF trust fund account, provided that the landowner submits an application for a refund to Kenmore within 1 year of the expiration of the 6-year period.

3) Any impact fees that are not expended or encumbered by Kenmore in conformance with the Capital Facilities Program (CFP), and for which no application for a refund has been made within this 1-year period, will be retained, and expended.

4) Interest due upon the refund of impact fees will be calculated according to the average rate received by Kenmore on invested funds throughout the period during which the fees were retained.

Exemptions

The following development activities are exempt from payment of park impact fees (PIF):

1) Reconstruction, remodeling, or construction - of the following facilities, subject to the recording of a covenant or recorded declaration of restrictions precluding use of the property for other than the exempt purpose. Provided that if the property is used for a nonexempt purpose, then the park impact fees (PIF) in effect will be paid:

a) Shelters or dwelling units for temporary placement that provide housing to persons on a temporary basis for not more than 4 weeks.

b) Construction or remodeling of transitional housing facilities or dwelling units that provide housing to persons on a temporary basis for not more than 24 months, in connection with job training, self-sufficiency training and human services counseling - the

purpose of which is to help persons make the transition from homelessness to placement in permanent housing.

2) Rebuilding or replacement - of a legally established dwelling unit(s) destroyed or damaged by fire, flood, explosion, act of God or other accident or catastrophe provided that such rebuilding takes place within a period of 1 year after destruction with a new building or structure of the same size and use.

3) Alteration or expansion:

- a) Of an existing building where no additional residential units are created and where the use is not changed, and/or
- b) Construction of accessory buildings or structures.

4) Mobile or manufactured home where:

- a) Installation of a replacement mobile or manufactured home on a lot or other such site when a park impact fee for such mobile or manufactured home site has previously been paid or where a mobile or manufactured home legally existed on such site.
- b) Construction of any nonresidential building or structure or the installation of a nonresidential mobile or manufactured home.

Any claim or exemption must be made no later than the time of application for a building permit or permit for a mobile or manufactured home installation. Any claim not so made will be deemed waived.

5) Condominium projects - in which existing dwelling units are converted into condominium ownership where no new dwelling units are created.

6) Previous mitigation where:

- a) The development activity is exempt from the payment of an impact fee pursuant to RCW 82.02.100, due to mitigation of the same system improvement under the State Environmental Policy Act (SEPA).
- b) The development activity for which park impacts have been mitigated pursuant to a condition of plat or PUD approval to pay fees, dedicate land, or construct or improve park facilities, unless the condition of the plat or PUD approval provides otherwise -

provided that the condition of the plat or PUD approval predates the effective date of fee imposition.

c) Any development activity for which park impacts have been mitigated pursuant to a voluntary agreement entered with Kenmore to pay fees, dedicate land, or construct or improve park facilities, unless the terms of the voluntary agreement provide otherwise - provided that the agreement predates the effective date of fee imposition.

7) Affordable housing where:

a) The purpose of the housing unit is to accommodate households who are unable to afford housing within the private market at a reasonable percent of their income (30-35%) defined by the US Housing & Urban Department (HUD). HUD calculates the median family income (HAMFI - HUD Area Median Family Income) for each jurisdiction in order to determine Fair Market Rents (FMR) and income limits to be eligible for affordable housing assistance.

b) The park impact fee (PIF) may be waived in part or all for each affordable housing units in a development that are designed, constructed, and limited in resale value to accommodate households making less than 80% of HAMFI for the Kenmore market area.

Credits

Park land and/or park capital improvements may be offered by the developer as total or partial payment of the required impact fee. The offer must specifically request or provide for a park impact fee credit. If the Kenmore Official accepts such an offer, the credit will be determined and provided in the following manner:

1) Credit for the dedication of land will be valued at 100% of the most recent assessed value by the King County Property Appraiser; by such other appropriate method as the City Council by fair market value established by private appraisers acceptable to Kenmore. Credit for the dedication of park land will be provided when the property has been conveyed at no charge to, and accepted by the Kenmore Official, in a manner satisfactory to the Council.

2) Applicants for credit for construction of park improvements will submit acceptable engineering drawings and specifications, and construction cost estimates to the Kenmore Official. The Official will determine credit for construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the Official determines that estimates submitted by the applicant are either unreliable or inaccurate.

3) Credit against park impact fees (PIF) will not be provided until:
a) Construction is completed and accepted by the Kenmore Official.

b) A suitable maintenance and warrant bond are received and approved by the Official, when applicable.

4) Credit may be provided before completion of specified park improvements if adequate assurances are given by the applicant that the standards will be met and if the developer posts security as provided below for the costs of such construction. If the park construction project is not completed within 5 years of the date of the developer's offer, Council must approve the park construction project and its scheduled completion date prior to the acceptance of the offer by the Official.

5) Any claim for credit must be made no later than the time of application for a building permit or permit for a mobile or manufactured home installation. Any claim not so made will be deemed waived.

6) Credits will not be transferable from one project or development to another without the approval of Council and may only be transferred to a different development upon a finding by Council that the dedication for which the credit was given benefits the Kenmore service area.

7) Determinations made by the Official may be appealed to Council by filing a written request with the Official within 10 days of the Official's determination.

Review

The park impact fee (PIF) schedule is reviewed by Council at least once each fiscal year. The review occurs in conjunction with any update of the Capital Facilities Program (CFP) element of Kenmore's Comprehensive Plan - provided, that failure to conduct a review will not invalidate the fee schedule previously adopted.

Comparable park impact fees (PIF)

The following comparable park impact fees (PIF) were assembled in 2024 by the Building Industry Association of Washington (BIAW) Washington Center for Housing Studies.

Jurisdiction	Housing type	Fee
Bothell	Single-family	\$4,009.85
Carnation	Single-family	\$4,805.00
	Multiple family	\$3,922.00
Duvall	Single-family	\$9,492.85
	Multiple family	\$8,416.37
Edmonds	Single-family	\$2,734.05
	Multiple family	\$2,340.16
Everett	Dwelling unit	\$3,331.00
Kenmore	Single-family	\$4,586.75
	Multiple family	\$3,518.28
Kirkland	Single-family	\$6,093.00
	Multiple family	\$8,016.00
Lake Stevens	Single-family	\$3,004.75
	Multiple family	\$4,154.92
Marysville	Single-family	\$1,905.00
	Multiple family	\$1,380.00
Mercer Island	Single-family	\$6,315.92
	Multiple family	\$3,933.28
Monroe	Single-family	\$7,756.85
	Multiple family	\$5,994.99
Redmond	Single-family	\$6,372.96
	Multiple family	\$4,424.24
Sammamish	Single-family	\$6,739.00

	Multiple family	\$4,362.00
Snohomish	Single-family	\$4,150.00
	Multiple family	\$3,600.00
Woodinville	Dwelling unit	\$3,175.00

Kenmore PIF assessment by bedrooms

			Persons/ bedroom	PIF/ person	PIF/ bedroom	% PIF to be assessed	PIF impact fee
Total housing units	9,761	100.0%					
Studio = 0.75 bedroom	322	3.3%	0.64	\$3,109.92	\$1,982.89	%	
1 bedroom	1,225	12.5%	0.85	\$3,109.92	\$2,643.85	%	
2 bedrooms	1,972	20.2%	1.70	\$3,109.92	\$5,287.71	%	
3 bedrooms	2,807	28.8%	2.55	\$3,109.92	\$7,931.56	%	
4 bedrooms	2,364	24.2%	3.40	\$3,109.92	\$10,575.41	%	
5 or more bedrooms	1,071	11.0%	4.25	\$3,109.92	\$13,219.26	%	
Total bedrooms	28,643						
2024 population	24,350						
Persons/bedroom	0.85						

Source of bedrooms: American Community Survey 2024

Kenmore PIF assessment by square footage

DU size	Units	Persons	Persons/ unit	PIF/ person	PIF/ unit	% PIF to be assessed	PIF impact fee
<500	54,300	58,066	1.07	\$3,109.92	\$3,325.61	%	
500 - 749	194,300	247,638	1.27	\$3,109.92	\$3,963.64	%	
750-999	250,600	472,766	1.89	\$3,109.92	\$5,866.98	%	
1,000-1,499	350,800	792,865	2.26	\$3,109.92	\$7,028.92	%	
1,500-1,999	285,400	755,309	2.65	\$3,109.92	\$8,230.38	%	
2,000-2,499	210,900	601,742	2.85	\$3,109.92	\$8,873.26	%	
2,500-2,999	116,700	337,607	2.89	\$3,109.92	\$8,996.84	%	
3,000-3,999	123,400	380,583	3.08	\$3,109.92	\$9,591.43	%	
4,000+	42,200	117,255	2.78	\$3,109.92	\$8,641.08	%	
Not reported	50,500	140,539	2.78	\$3,109.92	\$8,654.75	%	
Total	1,679,100	3,904,370	2.33	\$3,109.92	\$7,231.42	%	

Source of square footage and persons per unit: Seattle SMSA 2021

Financial options 2026-2032 with PIF at 70, 80, 90%

6

Expenditures trends

				Alternative 1	Alternative 2	Alternative 3
Administration		(\$725,330) /year	2.9%	(\$4,679,967)	(\$4,679,967)	(\$4,679,967)
Events, Volunteers, Recreation		(\$478,308) /year	2.9%	(\$3,086,134)	(\$3,086,134)	(\$3,086,134)
Parks Maintenance		(\$1,331,393) /year	2.9%	(\$8,590,401)	(\$8,590,401)	(\$8,590,401)
Repair & Replacement (5% facilities/year)		(\$1,329,570) /year	2.9%	(\$8,578,638)	(\$8,578,638)	(\$8,578,638)
PLOS land and facility additions		(\$32,557,500) value	2.9%	(\$35,011,197)	(\$35,011,197)	(\$35,011,197)
TOTAL EXPENDITURES				(\$59,946,337)	(\$59,946,337)	(\$59,946,337)

Revenue options

Capital facility program	Total	PROS Plan	%	2.9% Inflation			
General Fund	\$17,860,266	\$2,535,031	14%	1.0%	\$15,595,549	\$15,595,549	\$15,595,549
Strategic Opportunities	\$0	\$0	100%	2.9%	\$0	\$0	\$0
REET 1&2	\$1,938,000	\$0	0%	2.9%	\$0	\$0	\$0
Park Impact Fees	\$302,500	\$50,000	17%	2.9%	\$322,610	\$322,610	\$322,610
Walkways & Waterways	\$100,000	\$2,050	2%	2.9%	\$13,227	\$13,227	\$13,227
Parks Capital Fund	\$280,000	\$143,200	51%	2.9%	\$923,954	\$923,954	\$923,954
Public Arts Fund	\$2,000	\$19,895	995%	2.9%	\$128,366	\$128,366	\$128,366
Swamp Creek Basin Fund	\$40,000	\$40,000	100%	2.9%	\$258,088	\$258,088	\$258,088
Lapeointe Fund	\$0	\$0	100%	2.9%	\$0	\$0	\$0
Recreation fees	\$0	\$0	100%	2.9%	\$0	\$0	\$0
King County Park Levy	\$53,200	\$53,200	100%	2.9%	\$343,257	\$343,257	\$343,257
Grants - RCO, DOC	\$250,000	\$250,000	100%	2.9%	\$1,613,048	\$1,613,048	\$1,613,048
CFP totals	\$20,825,966	\$3,093,376			\$19,198,097	\$19,198,097	\$19,198,097
DIFFERENCE BETWEEN EXPENDITURES AND REVENUES					(\$40,748,240)	(\$40,748,240)	(\$40,748,240)

6-year options - combine annual revenues

Option 1 - Recreation cost recovery	Expenditures	Rate	Revenue			
Recreation cost/operations	\$0	#####	\$0			
Deficit	\$0	#####				
Recreation program/opns cost recovery rate				0%	0%	0%
Additional amount recovered first annual			\$0	\$0	\$0	\$0
Addnl recreation program/opns cost recovered		2.9%		\$0	\$0	\$0

Option 2 - Park impact fee (PIF)	2025	per/du	2045	2030	2030	2030
Population in city limits	24,520		33,491	2,990	2,990	2,990
ELOS local/regional value/person	\$3,109.92	2.60	\$8,086	\$3,110	\$3,110	\$3,110
Percent of value assessed for fee				70%	80%	90%
Fee assessed per additional person				\$2,177	\$2,488	\$2,799
Addnl park impact fee (PIF) revenue				\$6,187,179	\$7,117,148	\$8,047,118

Option 3 - Real Estate Excise Tax (REET) 1&2

Annual average real estate sales year 2025	2.9%	\$387,600,000	\$2,500,868,882	\$2,500,868,882	\$2,500,868,882
Assessed rate per \$1.00 sales		\$0.0050	\$0.0050	\$0.0050	\$0.0050
Annual allocation for PROS Plan projects			40%	50%	60%
Addnl REET allocation			\$5,001,738	\$6,252,172	\$7,502,607

Option 4 - Property Tax Levy (PTLevy)

Assessed valuation 2025	\$7,988,619,847	2.9%	\$8,220,289,823	\$8,703,979,896	\$8,703,979,896	\$8,703,979,896
PTLevy requirement				\$29,559,323	\$27,378,919	\$25,198,515
Assessed average annual rate per \$1.00 (3)				\$0.00057	\$0.00052	\$0.00048
TOTAL CFP+Rctn+GIF+REET+PTLevy				\$59,946,337	\$59,946,337	\$59,946,337
DIFFERENCE BETWEEN EXPENDITURES AND REVENUES				\$0	\$0	\$0

Median house value ACS 2019-2023	\$100,000	\$82.05	\$8.74	\$8.04
	\$869,800		\$76.00	\$69.95

Note:

(1) GMA does not allow growth requirements to be financed 100% with growth impact fees.

(2) GO bond capitalized with financing at 6.00% interest for 6 years

(3) Property tax levy proceeds accumulated over 6 year period with no interest.

* General Fund property tax amount shown includes all sources of funds from General Fund in addition to property tax.

Financial options 2026-2046

20

Expenditure trends

				Alternative 1	Alternative 2	Alternative 3
Administration		(\$725,330) /year	2.9%	(\$19,292,845)	(\$19,292,845)	(\$19,292,845)
Enrichment Services		(\$478,308) /year	2.9%	(\$12,722,378)	(\$12,722,378)	(\$12,722,378)
Parks operations		(\$1,331,393) /year	2.9%	(\$35,413,341)	(\$35,413,341)	(\$35,413,341)
Repair & Replacement (5% facilities/year)		(\$1,329,570) /year	2.9%	(\$35,364,851)	(\$35,364,851)	(\$35,364,851)
PLOS land and facility additions		(\$108,525,000) value	2.9%	(\$144,331,271)	(\$144,331,271)	(\$144,331,271)
TOTAL EXPENDITURES				(\$247,124,686)	(\$247,124,686)	(\$247,124,686)

Revenue options

	Total	PROS Plan	%	2.9% Inflation			
Capital facility program							
General Fund	\$17,860,266	\$2,535,031	14%	1.0%	\$55,818,858	\$55,818,858	\$55,818,858
Strategic Opportunities	\$0	\$0	0%	2.9%	\$0	\$0	\$0
REET 1&2	\$1,938,000	\$0	0%	2.9%	\$0	\$0	\$0
Park Impact Fees	\$302,500	\$50,000	17%	2.9%	\$1,329,936	\$1,329,936	\$1,329,936
Walkways & Waterways	\$100,000	\$2,050	2%	2.9%	\$54,527	\$54,527	\$54,527
Parks Capital Fund	\$280,000	\$143,200	51%	2.9%	\$3,808,936	\$3,808,936	\$3,808,936
Public Arts Fund	\$2,000	\$19,895	995%	2.9%	\$529,181	\$529,181	\$529,181
Swamp Creek Basin Fund	\$40,000	\$40,000	100%	2.9%	\$1,063,949	\$1,063,949	\$1,063,949
Lakepointe Fund	\$0	\$0	100%	2.9%	\$0	\$0	\$0
Recreation Fees	\$0	\$0	100%	2.9%	\$0	\$0	\$0
King County Park Levy	\$53,200	\$53,200	100%	2.9%	\$1,415,052	\$1,415,052	\$1,415,052
Grants - RCO, DOC	\$250,000	\$250,000	100%	2.9%	\$6,649,678	\$6,649,678	\$6,649,678
CFP totals	\$20,825,966	\$3,093,376			\$70,670,117	\$70,670,117	\$70,670,117
DIFFERENCE BETWEEN EXPENDITURES AND REVENUES					(\$176,454,569)	(\$176,454,569)	(\$176,454,569)

20-year options - combine annual revenues

Option 1 - Recreation cost recovery	Expenditures	Rate	Revenue			
Recreation cost/operations	\$0	#####	\$0			
Deficit	\$0	#####				
Recreation program/opns cost recovery rate				0%	0%	0%
Additional amount recovered first annual			\$0	\$0	\$0	\$0
Addnl recreation program/opns cost recovered		2.9%		(\$3,808,936)	(\$3,808,936)	(\$3,808,936)

Option 2 - Growth impact fee (GIF)	2025	per/du	2045	2045	2045	2045
Population in city limits	24,520		33,491	8,971	8,971	8,971
ELOS local/regional value/person	\$3,110	2.60	\$8,086	\$3,110	\$3,110	\$3,110
Percent of value assessed for fee				70%	80%	90%
Fee assessed per additional person				\$2,177	\$2,488	\$2,799
Addnl park impact fee (PIF) revenue				\$18,199,429	\$20,989,338	\$23,779,247

Option 3 - Real Estate Excise Tax (REET) 1&2

Annual average real estate sales year 2025	2.9%	\$387,600,000	\$10,309,661,458	\$10,309,661,458	\$10,309,661,458
Assessed rate per \$1.00 sales		\$0.0050	\$0.0050	\$0.0050	\$0.0050
Annual allocation for PRO Plan projects			40%	50%	60%
Addnl REET allocation			\$20,619,323	\$25,774,154	\$30,928,984

Option 4 - Property Tax Levy (PTLevy)

Assessed valuation 2022	\$7,988,619,847	2.9%	\$8,220,289,823	\$10,632,257,903	\$10,632,257,903	\$10,632,257,903
PTLevy requirement				\$141,444,753	\$133,500,013	\$125,555,273
Assessed average annual rate per \$1.00 (3)				\$0.00067	\$0.00063	\$0.00059
TOTAL CFP+Rctn+GIF+REET+PTLevy				\$247,124,686	\$247,124,686	\$247,124,686
DIFFERENCE BETWEEN EXPENDITURES AND REVENUES				(\$0)	\$0	\$0

	\$100,000		\$3.33	\$3.14	\$2.95
Median house value ACS 2015-2019	\$869,800		\$28.93	\$27.30	\$25.68

Note:

(1) GMA does not allow growth requirements to be financed 100% with growth impact fees.

(2) GO bond capitalized with financing at 6.00% interest for 6 years

(3) Property tax levy proceeds accumulated over 20 year period with no interest.

* General Fund property tax amount shown includes all sources of funds from General Fund in addition to property tax.

Amendments shown in **Red**

Chapter 20.47

TRANSPORTATION, PARK AND SCHOOL IMPACT FEES

Sections:

Article I. General

- 20.47.010 Findings and authority.
- 20.47.020 Definitions.
- 20.47.030 Assessment of impact fees.
- 20.47.040 Exemptions.
- 20.47.050 Credits.
- 20.47.060 Tax adjustments.
- 20.47.070 Appeals.
- 20.47.080 Establishment of impact fee accounts.
- 20.47.090 Refunds.
- 20.47.100 Use of funds.
- 20.47.110 Review.

Article II. Rates

- 20.47.120 Transportation impact fee.
- 20.47.130 Park impact fee.
- 20.47.135 School impact fee.
- 20.47.140 Independent fee calculations.

Article III. Miscellaneous Provisions

- 20.47.150 Existing authority unimpaired.
- 20.47.155 *Repealed.*

Article I. General

20.47.010 Findings and authority.

The city council of the City of Kenmore (the “*council*”) hereby finds and determines that new growth and development, including but not limited to new *residential*, commercial, retail, office, and industrial development, in the City of Kenmore will create additional demand and need for *public facilities* serving the City of Kenmore, and the *council* finds that new growth and development should pay a proportionate share of the cost of new facilities needed to serve the new growth and development. The City of Kenmore prepared initial studies to support the adoption of these impact fees, and prepared supplemental studies to analyze necessary updates to these fees, all of which document the procedures for measuring the impact of new developments on *public facilities*. In conjunction with the Northshore School District, the City of Kenmore likewise reviews school impact fee analyses. The City of Kenmore hereby incorporates these studies, as amended, and their analyses into this chapter by reference. Therefore, pursuant to Chapter [82.02](#) RCW, the *council* adopts this chapter to assess *impact* fees for transportation, *parks* and schools. The provisions of this chapter shall be liberally construed in order to carry out the purposes of the *council* in establishing the *impact fee* program. [Ord. 19-0483 § 2 (Att. 1); Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.020 Definitions.

The following words and terms shall have the following meanings for the purposes of this chapter, unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW [82.02.090](#), or given their usual and customary meaning.

A. “Accessory dwelling unit” means a separate complete *dwelling unit* attached to or contained within the *structure* of the primary dwelling; or contained within a separate *structure* that is accessory to the primary *dwelling unit* on the premises.

B. “Building permit” means an official document or certification which is issued by the building official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure.

C. “Capital facilities plan” means the capital facilities plan element of a comprehensive plan adopted by the City of Kenmore pursuant to Chapter [36.70A](#) RCW, and such plan as amended.

D. “City manager” means the city manager or the city manager’s designee.

E. “Council” means the city council of the City of Kenmore.

F. “Development activity” means any construction, expansion, or change in the use of a building or structure that creates additional demand and need for *public facilities*. **Development activity does not include: i) buildings or structures constructed by a regional transit authority; or ii) buildings or structures constructed as shelters that provide emergency housing for people experiencing homelessness, or emergency shelters for victims of domestic violence, as defined by RCW 70.123.020, as may be amended.**

G. “Development approval” means any written authorization from the City of Kenmore which authorizes the commencement of a *development activity*.

H. “Dwelling unit” means one or more rooms designed for occupancy by a person or *family* for living and sleeping purposes, containing *kitchen facilities* and rooms with internal accessibility, for use solely by the dwelling’s occupants. *Microhousing or co-housing dwelling units* may share *kitchen facilities* with other dwelling units in place of providing *kitchen facilities* within each unit.

I. “Elderly” means a person aged 62 or older.

J. “Encumbered” means to reserve, set aside, or otherwise earmark the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for *public facilities*.

K. “Feepayer” is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation, commencing a land *development activity* which creates the demand for additional capital facilities, and which requires the issuance of a *building permit*. “Feepayer” includes an applicant for an impact fee credit.

L. “Gross floor area” means the total square footage of any building, structure, or use, including accessory uses.

M. “Hearing examiner” means the examiner who acts on behalf of the City in considering and applying land use regulatory codes as provided under this code. Where appropriate, “hearing examiner” also refers to the office of the hearing examiner.

N. "Impact fee" means a payment of money imposed by the City of Kenmore on *development activity* pursuant to this chapter as a condition of granting *development approval* in order to pay for the *public facilities* needed to serve new growth and development, **and that is reasonably related to the new development that creates additional demand and need for public facilities that reasonably benefit the new development.** "Impact fee" does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling impact fees, or the cost of reviewing *independent fee calculations*.

O. "Impact fee account" or "account" means the account(s) established for each type of public facility for which impact fees are collected. The accounts shall be established pursuant to KMC [20.47.080](#) and [20.47.090](#), and comply with the requirements of RCW [82.02.070](#).

P. "Independent fee calculation" means the transportation impact calculation, park impact calculation, school impact calculation, and/or economic documentation prepared by a *feepayer* to support the assessment of an *impact fee* other than by the use of the rates listed in Article II of this chapter, or the calculations prepared by the *city manager* where none of the fee categories or fee amounts in Article II of this chapter accurately describe or capture the impacts of the new development.

Q. "Interest" means the average interest rate earned in the last fiscal year by the City of Kenmore.

R. "Interlocal agreement" means the agreement between the Northshore School District and the City governing the operation of the school impact fee program and describing the relationship, duties and liabilities of the parties.

S. "ITE Land Use Code" means the classification code number assigned to a type of land use by the Institute of Transportation Engineers in the version of "Trip Generation" adopted by the City.

T. "Low-income housing" means housing with a monthly housing expense that is no greater than 30 percent of 80 percent of the median family income adjusted for family size in King County, as determined by the United States Department of Housing and Urban Development (HUD). In the event that HUD no longer publishes median income figures for King County, the County may use or determine such other method as it may choose to determine the King County median income, adjusted for household size.

U. "Mobility unit" means one p.m. peak hour person trip end. Each person trip has two trip ends, one each at the origin and destination.

V. "Open space" means for the purposes of this chapter undeveloped public land that is permanently protected from development (except for the development of trails or other passive public access or use).

W. "Owner" means the owner of record of real property, or a person with an unrestricted written option to purchase property; provided, that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

X. "Parks" means parks, *open space*, and recreational facilities, including but not limited to ball fields, golf courses, athletic fields, soccer fields, swimming pools, tennis courts, volleyball courts, neighborhood parks, community parks, **trails**, and *open space*.

Y. "Parks study" means the most recent report of the methodology and calculation of impact fees for park facilities kept on file with the city clerk.

Z. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development or users of the project, and are not *system improvements*. No improvement or facility included in a *capital facilities plan* adopted by the *council* shall be considered a project improvement.

AA. "Proportionate share" means that portion of the cost of *public facility* improvements that are reasonably related to the service demands and needs of new development.

BB. "Public facilities" means the following capital facilities owned or operated by the City of Kenmore or other governmental entities: (1) public transportation facilities; (2) publicly owned *parks, open space, trails*, and recreation facilities; and (3) public school facilities.

CC. "Transportation study" means the most recent report of the methodology and calculation of impact fees for transportation projects kept on file with the city clerk.

DD. "Residential" or "residential development" means all types of construction intended for human habitation. This shall include, but is not limited to, single-family, **accessory dwelling unit (ADU)**, duplex, triplex **and quadplex, multiplex of 5 or more units, manufactured homes**, and other **multifamily residential** development.

EE. "School impact fee analysis" means the school impact fee analysis contained in the Northshore School District Capital Facilities Plan.

FF. "Service area" means a geographic area in which *public facilities* provide service to development within the City.

GG. "Square footage" means the square footage of the *gross floor area* of the development.

HH. "State" means the State of Washington.

II.. "Station area" means the same as defined in RCW 36.70A.030, as now enacted or hereafter amended, and as may be further depicted on maps adopted by the City pursuant to Chapter 18.29 KMC or the City's official station area map on file.

~~GG.~~JJ. "System improvements" means *public facilities* that are included in the *capital facilities plan* of the City of Kenmore or the Northshore School District as adopted by reference in the City's comprehensive plan and are designed to provide service to service area within the community at large, in contrast to *project improvements*.

KK. "Transportation facility" means public easements or right-of-way that enables motor vehicles, transit vehicles, bicycles and/or pedestrians to travel between destinations.

~~II.~~ LL. "Trip generation" means the number of *mobility units* generated by a *development activity*. [Ord. 19-0483 § 2 (Att. 1); Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.030 Assessment of impact fees.

A. The City shall collect *impact fees*, based on the rates in Article II of this chapter, from any applicant seeking *development approval* from the City for any *development activity* within the City, where such *development activity* requires the issuance of a *building permit*. The City also may collect an application fee as established by the *council* by resolution to cover the City's reasonable costs of administration of the *impact fee* program.

B. For mixed use developments, *impact fees* shall be imposed for the proportionate share of each land use based on the applicable measurement in the *impact fee* rates set forth in Article II of this chapter.

C. For purposes of school *impact fees*, townhouses, as defined in KMC [18.20.835](#), shall be considered multifamily development.

D. The payment of a *parks impact fee*, consistent with this chapter, shall be the preferred method of

meeting *park* space requirements for all new development.

E. *Impact fees* shall be calculated at the time the complete application for a *building permit* is submitted using the *impact fee* rates then in effect. Except as provided in subsection H of this section, *impact fees* shall be paid at the time the permit is issued by the City.

F. Applicants that have been awarded credits pursuant to KMC [20.47.050](#) prior to the submittal of the complete *building permit* application shall submit, along with the complete *building permit*

application, a copy of the letter or certificate prepared by the *city manager* pursuant to KMC [20.47.050](#) setting forth the dollar amount of the credit awarded. Except as provided in subsection H of this section, *impact fees*, as determined after the application of appropriate credits, shall be collected from the *feepayer* at the time the *building permit* is issued.

G. Except as provided in subsection H of this section, the *city manager* shall not issue the required permit unless and until the *impact fees* set forth in Article II of this chapter have been paid in the amount that exceeds exemptions or credits provided pursuant to KMC [20.47.040](#) or [20.47.050](#).

H. An applicant for a *building permit* for a single-family ~~detached or attached residence~~, duplex, triplex and quadplex, multiplex of 5 or more units, manufactured homes, and other residential building type development may request a deferral of the full *impact fee* payment, deferring collection of the *impact fee* payment until issuance of a certificate of occupancy or equivalent certification and subject to this subsection. The certificate of occupancy or equivalent certification shall not be issued until the impact fees have been paid in full. The amount of impact fees that may be deferred must be determined by the fees in effect at the time the permit application is deemed complete. The term of an impact fee deferral under this subsection may not exceed 18 months from the date of building permit issuance. An applicant seeking a deferral under this subsection must grant and record a deferred impact fee lien against the property in favor of the City in the amount of the deferred impact fee. The deferred impact fee lien, which must include the legal description, tax account number, and address of the property, must also be:

1. In a form approved by the City;
2. Signed and notarized by all *owners* of the property, with all signatures acknowledged as required for a deed, and recorded in the county where the property is located;
3. Binding on all successors in title after the recordation; and
4. Junior and subordinate to any mortgage or deed of trust for the purpose of construction upon the same real property granted by the person who applied for the deferral of *impact fees*.

If the deferred *impact fees* are not paid in accordance with a deferral authorized by this subsection, and in accordance with the term provisions established in this subsection, the City may institute foreclosure proceedings in accordance with Chapter [61.12](#) RCW. Upon receipt of final payment of

all deferred *impact fees* for a property, the City must execute a release of deferred *impact fee* lien for the property. The property *owner* at the time of the release, at his or her expense, is responsible for recording the lien release. The extinguishment of a deferred *impact fee* lien by the foreclosure of a lien having priority does not affect the obligation to pay the *impact fees* as a condition of final inspection, certificate of occupancy, or equivalent certification. Each applicant for a single-family *residential* construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this subsection for the first 20 single-family *residential* construction *building permits* per city. A nonrefundable fee, as set forth in a fee resolution adopted by the *council*, associated with implementing this subsection shall accompany the request. [Ord. 19-0478 § 2 (Exh. 1); Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.040 Exemptions.

A. Except as provided for below, the following shall be exempted from the payment of all *impact fees*:

1. Alteration, expansion or replacement of an existing *residential* structure **including mobile or manufactured home** that does not add any *dwelling units*;
2. Miscellaneous improvements that do not increase the impacts of the development on the City's *public facilities*, including, but not limited to, fences, walls, swimming pools, and signs;
3. Demolition or moving of a structure;
4. Expansion or replacement of an existing single-family *residential* structure **including a mobile or manufactured home** that maintains its single-family character;
5. Replacement of a nonresidential structure with a new structure of the same size and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure. Replacement of a structure with a new structure of the same size shall be interpreted to include any structure for which the gross *square footage* of the building will not be increased by more than 100 square feet;
6. Pursuant to RCW 82.02.060, the council may provide exemptions for **housing units to accommodate households who are unable to afford housing within the private market at a reasonable percent of their income (30-35%) as defined by the US Housing & Urban Department**

(HUD). HUD calculates the median family income (HAMFI – HUD Area Median Family Income) for each jurisdiction to determine Fair Market Rents (FMR) and income limits to be eligible for affordable housing assistance ~~low-income housing~~ and other development activities with broad public purposes. The impact fee may be waived in part or all for each affordable housing units in a development that is designed, constructed, and limited in resale value to accommodate households making less than 80% of HAMFI for the Kenmore market area. Exemptions for school impact fees under this subsection shall be approved by the Northshore School District;

7. *Accessory dwelling units*; provided, that *impact fees* shall be assessed if at any time the *accessory dwelling unit* is converted to another land use or *dwelling unit*, based on the *impact fees* in effect at the time of conversion.

B. Except as provided for below, the following shall be exempted from the payment of school *impact fees*:

1. Reconstruction, remodeling or construction of the following facilities, subject to the recording of a covenant or recorded declaration of restrictions precluding use of the property for other than the exempt purpose; provided, that if the property is used for a nonexempt purpose, the school *impact fees* then in effect shall be paid:

~~a. Shelters or dwelling units for temporary placement, which provide housing to persons on a temporary basis for not more than four weeks;~~ Shelters or dwelling units for temporary placement that provide housing to persons on a temporary basis for not more than 4 weeks.

b. Construction or remodeling of transitional housing facilities or dwelling units that provide housing to persons on a temporary basis for not more than 24 months, in connection with job training, self-sufficiency training and human services counseling, the purpose of which is to help persons make the transition from homelessness to placement in permanent housing; and

c. Any form of housing for the *elderly*, including nursing homes, retirement centers, and any type of housing units for persons age 55 and over, which have recorded covenants or recorded declaration of restrictions precluding school-aged children as residents in those units.

2. Any *development activity* for which school impacts have been mitigated pursuant to a condition of plat approval to pay fees, dedicate land or construct or improve school facilities, unless the condition of the plat approval provides otherwise; provided, that the condition of the plat approval

predates May 22, 2018.

3. Any *development activity* for which school impacts have been mitigated pursuant to a voluntary agreement entered into with the district to pay fees, dedicate land or construct or improve school facilities, unless the terms of the voluntary agreement provide otherwise; provided, that the agreement predates May 22, 2018.

4. Any *building permit* application that has been submitted to the City before closing time on the business day before the effective date of the ordinance codified in this chapter imposing school *impact fees* and subsequently determined to be a complete application, based on the information on file as of the effective date of such imposition.

5. Subject to approval by the *city manager*, any *building permit* application submitted to the City after the effective date of the ordinance codified in this chapter that imposes school impact fees that results from a pre-existing, unexpired approval of a zoning variance, shoreline substantial development permit, shoreline variance, site plan review for uses allowed by zone, or reasonable use exception under KMC [18.55.180](#). This exemption shall be limited to approvals directly related to the siting of the proposed building. [Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

C. Station Area Multifamily Housing – Impact Fee Reduction.

1. **Reduction Required.** Consistent with RCW 82.02.060(10), a development project shall receive a fifty (50) percent reduction of the impact fees otherwise required under this chapter for system improvements as described in RCW 82.02.090(7)(a) if the project satisfies both of the following conditions: a. The project is located within a station area as defined in KMC 20.47.010 and RCW 36.70A.030; and b. The project is claiming a multifamily housing property tax exemption under the City's Multifamily Housing Property Tax Exemption program, Chapter 3.65 KMC, under the income-qualified exemption track established in RCW 84.14.020(1)(a)(ii)(D), as now enacted or hereafter amended.
2. **Application Procedure.** An applicant claiming the reduction under this section shall submit a written claim to the city manager at the time the complete application for a building permit is submitted. The claim shall include documentation demonstrating that the project is located within a station area and that the project has applied for or received a multifamily housing property tax exemption under KMC Chapter 3.65. Any claim not made by the time of complete building permit application shall be deemed waived.

20.47.050 Credits.

A. A *feepayer* can request that a credit or credits for *impact fees* be awarded to him/her for the total value of dedicated land, improvements, or construction provided by the *feepayer*. Credits will be given only if the land, improvements, and/or the facility constructed are:

1. Included within the *capital facilities plan* and identified on the list of *impact fee* projects in the *transportation study*, *parks study* or *school impact fee analysis*; and
2. At suitable sites and constructed at acceptable quality as determined by the City or Northshore School District; and
3. For *parks*:
 - a. Such *park*, *recreation*, *trail*, or *open space* land improvements or construction completed shall be adjacent to other publicly owned *park*, *recreation* or *open space* land; or
 - b. Be within an area of the City designated within the City comprehensive plan or **Parks, Recreation & Open Space (PROS) Plan** or as in need of *park*, *open space*, *trail*, or *recreation facility* space; or
 - c. Would in some other way further the goals and objectives of the *capital facilities plan* or **Parks, Recreation & Open Space (PROS) Plan**, or other City plans.

B. The *city manager* shall determine if a request for a credit or credits meets the criteria in subsection A of this section. When a *feepayer* requests a credit for school *impact fees*, the *city manager* shall receive input from the Northshore School District before making the decision.

C. For each request for a credit or credits the *city manager* shall select an appraiser or the *feepayer* may select an independent appraiser acceptable to the *city manager*.

D. The appraiser must possess an MAI or other equivalent certification and shall not have a fiduciary or personal interest in the property being appraised. A description of the appraiser's certification shall be included with the appraisal, and the appraiser shall certify that he or she does not have a fiduciary or personal interest in the property being appraised.

E. The appraiser shall be directed to determine the total value of the dedicated land, improvements, and/or construction provided by the *feepayer* on a case-by-case basis.

F. The *feepayer* shall pay for the cost of the appraisal or request that the cost of the appraisal be deducted from the credit which the *city manager* may be providing to the *feepayer*, in the event that a credit is awarded.

G. After receiving the appraisal, the *city manager* shall provide the *feepayer* with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, the legal description of the site donated where applicable, and the legal description or other adequate description of the project or development to which the credit may be applied. The *feepayer* must sign and date a duplicate copy of such letter or certificate indicating his or her agreement to the terms of the letter or certificate, and return such signed document to the *city manager* before the *impact fee* credit will be awarded. The failure of the *feepayer* to sign, date, and return such document within 60 calendar days shall nullify the credit.

H. No credit shall be given for *project improvements*.

I. Any claim for credit must be made with the *impact fee* calculation submittal. The failure to timely file such a claim shall constitute a final bar to a later request for any such credit.

J. Determinations made by the *city manager* pursuant to this section shall be subject to the appeals procedures set forth in KMC [20.47.070](#). [Ord. 19-0483 § 2 (Att. 1); Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.060 Tax adjustments.

Pursuant to and consistent with the requirements of RCW [82.02.060](#), the *rate study*, the *parks study* and the *school impact fee analysis* have provided adjustments for future taxes to be paid by the new development which are earmarked or proratable to the same new *public facilities* which will serve the new development. The *impact fee* rates in Article II of this chapter have been reasonably adjusted for taxes and other revenue sources which are anticipated to be available to fund public improvements. [Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.070 Appeals.

A. Appeals of City decisions on transportation *impact fees* shall be conducted according to KMC [12.80.090](#).

B. Appeals of City decisions on park and school *impact fees* shall be conducted as follows:

1. Appeals may only be filed by the *feepayer* for the property where the *development activity* will occur.
2. The *feepayer* must first file a request for review by the *city manager* regarding the *impact fees* with the *city clerk*, as follows:
 - a. The request shall be in writing on the form provided by the City;
 - b. The request for review by the *city manager* shall be filed within 14 calendar days of the *feepayer's* payment of the *impact fees* at issue; the failure to timely file such a request shall constitute a final bar to later seek such review;
 - c. No administrative fee will be imposed for the request for review by the *city manager*; and
 - d. The *city manager* shall issue his or her determination in writing.
3. Determinations of the *city manager* under subsection (B)(2) of this section with respect to the applicability of the *impact fees* to a given *development activity*, the availability or value of a credit, or the *city manager's* decision concerning the *independent fee calculation* which is authorized in Article II of this chapter, or the fees imposed by the *city manager* pursuant to Article II of this chapter, or any other determination which the *city manager* is authorized to make pursuant to this chapter, can be appealed to the *hearing examiner*.
4. Appeals shall be taken within 14 calendar days of the *city manager's* issuance of a written determination by filing a notice of appeal specifying the grounds thereof, and depositing the necessary fee, which is set forth in the existing fee schedules for appeals of such decisions. The *city manager* shall transmit to the office of the *hearing examiner* all papers constituting the record for the determination, including, where appropriate, the *independent fee calculation*.
5. The *hearing examiner* shall fix a time for the hearing of the appeal, give notice to the parties in interest, and decide the same as provided in this code. At the hearing, any party may appear in person or by agent or attorney.
6. The *hearing examiner* is authorized to make findings of fact regarding the applicability of the *impact fees* to a given *development activity*, the availability or amount of the credit, or the accuracy or applicability of an *independent fee calculation*. The decision of the *hearing examiner* shall be

final, except as provided in this section.

7. The *hearing examiner* may, so long as such action is in conformance with the provisions of this chapter, reverse or affirm, in whole or in part, or may modify the determinations of the *city manager*.

[Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.080 Establishment of impact fee accounts.

A. *Impact fee* receipts shall be earmarked specifically and deposited in special *interest-bearing accounts*.

B. There are hereby established three separate *impact fee accounts* for the fees collected pursuant to this chapter: the transportation impact account, the parks impact account and the school impact account. The funds from the school impact account shall be transferred to the Northshore School District in accordance with the *interlocal agreement* described under subsection C of this section. Funds withdrawn from the transportation and parks impact accounts must be used in accordance with the provisions of KMC [20.47.100](#) and applicable *State* law. *Interest* earned on the fees shall be retained in each of the accounts and expended for the purposes for which the *impact fees* were collected.

C. As a condition of the City's authorization and adoption of school *impact fees*, the City and Northshore School District shall enter into an *interlocal agreement* governing the operation of the school *impact fee* program, and describing the relationship and liabilities of the parties thereunder.

D. On an annual basis, the *city manager* shall provide a report to the *council* on each of the three *impact fee accounts* showing the source and amount of all monies collected, earned, or received, and the public improvements that were financed in whole or in part by *impact fees*.

E. *Impact fees* shall be expended or *encumbered* within 10 years of receipt, unless the *council* identifies in written findings an extraordinary and compelling reason or reasons for the *impact fees* to be held longer than 10 years. If the Northshore School District concludes that there is an extraordinary or compelling reason or reasons for holding school *impact fees* longer than 10 years, the District must submit to the City at least 60 days before the expiration of the 10-year period draft written findings regarding an extraordinary or compelling reason or reasons for holding school *impact fees* for longer than 10 years. Under such circumstances, the *council* shall establish the period of time within which the *impact fees* shall be expended or *encumbered*. [Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.090 Refunds.

The current *owner* of the property for which an *impact fee* has been paid may receive a refund of such fees if the City or Northshore School District fails to expend or encumber the *impact fees* within 10 years of when the fees were paid or such other period of time established by RCW [82.02.070](#)(3) on *public facilities* intended to benefit the *development activity* for which the *impact fees* were paid. Refunds shall be subject to the provisions of RCW [82.02.080](#). The request for a transportation or park *impact fee* refund must be submitted to the *city manager* in writing. For school *impact fee* refunds, the request must be submitted in writing to the Northshore School District. [Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.100 Use of funds.

A. Pursuant to this chapter, *impact fees* shall:

1. Be used for public improvements that will reasonably benefit the new development; and
2. Not be imposed to make up for deficiencies in *public facilities* serving existing developments; and
3. Not be used for maintenance or operation.

B. Transportation *impact fees* may be spent for public improvements, including, but not limited to, planning, land acquisition, right-of-way acquisition, site improvements, necessary off-site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses, applicable *impact fees* or mitigation costs, and any other expenses which can be capitalized.

C. Park *impact fees* may be spent for public improvements, including, but not limited to, planning for *parks* that will reasonably benefit the new development, land acquisition, site improvements, necessary off-site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses, applicable *impact fees* or mitigation costs, and capital equipment pertaining to park facilities.

D. School *impact fees* may be spent for public improvements, including, but not limited to, school planning, land acquisition, site improvements, necessary off-site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses, relocatable facilities (portables), capital equipment pertaining to educational facilities, and any other expenses which could

be capitalized and which are consistent with the *school impact fee analysis*.

E. *Impact fees* may also be used to recoup public improvement costs previously incurred by the City or the Northshore School District to the extent that new growth and development will be served by the previously constructed improvements or incurred costs.

F. In the event that bonds or similar debt instruments are or have been issued for the advanced provision of public improvements for which *impact fees* may be expended, *impact fees* may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the new development. [Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.110 Review.

The *council* may review and adjust the fee rates set forth in Article II of this chapter as it deems necessary and appropriate in conjunction with the annual update of the *capital facilities plan* element of the City's comprehensive plan; provided, that the *city manager* may adjust transportation and park *impact fees* annually in accordance with a five-year rolling average of the Washington State Department of Transportation Construction Cost Index ("CCI"). [Ord. 19-0483 § 2 (Att. 1); Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

Article II. Rates

20.47.120 Transportation impact fee.

The transportation *impact fee* rates shall be determined by the formula for calculating *impact fees* set forth in the *transportation study*, which is incorporated herein by reference. Except as otherwise provided for *independent fee calculations* in KMC [20.47.140](#), exemptions in KMC [20.47.040](#), and credits in KMC [20.47.050](#), all new developments in the City will be charged the transportation *impact fee* in an amount applicable to the type of development, as established by the *council* by resolution. [Ord. 19-0483 § 2 (Att. 1); Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.130 Park impact fee.

The park *impact fee* rates shall be determined by the formula for calculating *impact fees* set forth in the *parks study* and the parks, recreation, and open space (PROS) plan, which are incorporated herein by reference. Except as otherwise provided for *independent fee calculations* in KMC [20.47.140](#), exemptions in KMC [20.47.040](#), and credits in KMC [20.47.050](#), all new *residential developments* in the City will be charged the park *impact fee* in an amount applicable to the type of **housing type** development, as

established by the *council* by resolution. [Ord. 19-0483 § 2 (Att. 1); Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.135 School impact fee.

School *impact fees* per housing type and per unit shall consider the school *impact fee analysis*, but shall be established by *council* resolution. Residential housing subject to school *impact fees* shall be charged the applicable school *impact fee*, except as otherwise provided for *independent fee calculations* in KMC [20.47.140](#), exemptions in KMC [20.47.040](#), and credits in KMC [20.47.050](#). [Ord. 18-0463 § 2 (Exh. 1).]

20.47.140 Independent fee calculations.

A. If, in the judgment of the *city manager*, none of the fee categories or fee amounts set forth in KMC [20.47.120](#), [20.47.130](#) or [20.47.135](#) accurately describe or capture the impacts of a new development on transportation, *parks* or schools, an *independent fee calculation* may be performed and the *city manager* may impose alternative fees on a specific development based on those calculations. In cases where a *feepayer* requests an *independent fee calculation* for school *impact fees*, the *city manager* shall receive input from the Northshore School District before making the decision. The alternative fees and the calculations shall be set forth in writing and shall be mailed to the *feepayer*.

B. If a *feepayer* opts not to have the *impact fees* determined according to KMC [20.47.120](#), [20.47.130](#) or [20.47.135](#), then the *feepayer* shall prepare and submit to the *city manager* an *independent fee calculation* for the *development activity* for which a *building permit* is sought. The documentation submitted shall show the basis upon which the *independent fee calculation* was made.

C. Any *feepayer* submitting an *independent fee calculation* will be required to pay the City a fee to cover the cost of reviewing the *independent fee calculation*, in the amount established by the *council* by resolution, unless otherwise established by the *city manager*, and the fee shall be paid by the *feepayer* prior to initiation of review.

D. There is a presumption that the calculations set forth in the *transportation study*, *parks study* and *school impact fee analysis* are valid. The *city manager* shall consider the documentation submitted by the *feepayer*, but is not required to accept such documentation or analysis which the *city manager* reasonably deems to be inaccurate or not reliable, and may, in the alternative, require the *feepayer* to submit additional or different documentation for consideration. The *city manager* is authorized to

adjust the *impact fees* on a case-by-case basis based on the *independent fee calculation*, the specific characteristics of the development, and/or principles of fairness. The fees or alternative fees and the calculations shall be set forth in writing and shall be mailed to the *feepayer*.

E. Determinations made by the *city manager* pursuant to this section may be appealed as set forth in KMC [20.47.070](#). [Ord. 19-0483 § 2 (Att. 1); Ord. 18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

Article III. Miscellaneous Provisions

20.47.150 Existing authority unimpaired.

Nothing in this chapter shall preclude the City from requiring the *feepayer* or the proponent of a *development activity* to mitigate adverse environmental impacts of a specific development pursuant to the State Environmental Policy Act, Chapter [43.21C](#) RCW, based on the environmental documents accompanying the underlying *development approval process*, and/or Chapter [58.17](#) RCW, governing plats and subdivisions; provided, that the exercise of this authority is consistent with the provisions of Chapters [43.21C](#) and [82.02](#) RCW. [18-0463 § 2 (Exh. 1); Ord. 16-0420 § 7 (Exh. 5).]

20.47.155 Park space in lieu of impact fee.

Repealed by Ord. 18-0463. [Ord. 16-0420 § 7 (Exh. 5).]

Appendix B

Existing Level-of-Service Requirements for City Facilities

Population in development	1
Population in city 2025	24,520
Population in city 2050	33,491

		Units	2025 ELOS facility total	Standard /1000	Year 2050 Facility Requirement	Deficit	Facility cost/unit	Project/per capita fee	Year 2025 Asset Value	Year 2025 Funding Deficit
Land	Resource conservancy	Acres	76.0	3.10	103.8	27.8	\$200,000	\$619.90	\$15,200,000	\$5,561,142
Land	Resource activities	Acres	44.9	1.83	61.3	16.4	\$525,000	\$961.36	\$23,572,500	\$8,624,343
Land	Linear trails	Acres	0.9	0.04	1.2	0.3	\$250,000	\$9.18	\$225,000	\$82,320
Land	Athletic fields/playgrounds	Acres	9.5	0.39	13	3.5	\$5,580,000	\$2,161.91	\$53,010,000	\$19,394,482
Land	Recreation centers/pools	Acres	12.5	0.51	17.1	4.6	\$1,400,000	\$713.70	\$17,500,000	\$6,402,631
Land	Special use facilities	Acres	2.2	0.09	3	0.8	\$2,800,000	\$251.22	\$6,160,000	\$2,253,726
Land	Support facilities/yards/buildings	Acres	3.1	0.13	4.2	1.1	\$2,000,000	\$252.85	\$6,200,000	\$2,268,361
Subtotal for land impact			149.1	6.08	203.7	54.6		\$4,970.13	\$121,867,500	\$44,587,004

Facilities		Units	2025 ELOS facility total	Standard /1000	Year 2050 Facility Requirement	Deficit	Facility cost/unit	Project/per capita fee	Year 2025 Asset Value	Year 2025 Funding Deficit
Swimming beach	Sand	Park space	10	0.41	14	4	\$24,122	\$9.84	\$241,223	\$88,255
Handcarry launch	Dirt ramp	Park space	10	0.41	14	4	\$28,793	\$11.74	\$287,928	\$105,343
Floating pier	Pier	sq ft	5,000	203.92	6,829	1,829	\$546	\$111.34	\$2,730,000	\$998,810
Picnic	Tables w/o shelter	Table	27	1.10	37	10	\$44,734	\$49.26	\$1,207,812	\$441,896
	Shelters-group use	Shelter	4	0.16	5	1	\$141,275	\$23.05	\$565,101	\$206,751
Multipurpose trail	Asphalt w/services 10'	Mile	1.3	0.05	1.8	0.5	\$1,307,465	\$69.32	\$1,699,704	\$621,862
	Bridge	sq ft	500	20.39	682.9	182.9	\$546	\$11.13	\$273,000	\$99,881
Park trail	Concrete/asphalt trail 6'	Mile	1.21	0.05	1.7	0.4	\$831,797	\$41.05	\$1,006,475	\$368,233
	Crushed rock 5'	Mile	1.01	0.04	1.4	0.4	\$247,983	\$10.21	\$250,463	\$91,636
Playground	Uncovered	Each	5	0.2	7	2	\$515,317	\$105.08	\$2,576,585	\$942,681
Play Area	Improved	Acre	3	0.12	4.1	1.1	\$285,145	\$34.89	\$855,436	\$312,974
Skateboard	Skateboard court - concrete	Court	1	0.04	1	0	\$819,000	\$33.40	\$819,000	\$299,643
Basketball	Outdoor uncovered	Court	1	0.04	1.4	0.4	\$311,686	\$12.71	\$311,686	\$114,035
Soccer	Youth multipurpose	Field	1	0.04	1	0	\$560,660	\$22.87	\$560,660	\$205,126
Baseball	200+ grass unlighted	Field	1	0.04	1	0	\$1,407,086	\$57.39	\$1,407,086	\$514,803
Community center	Meeting facilities	sq ft	6,776	276.35	9,255	2,479	\$880	\$243.23	\$5,963,910	\$2,181,984
Operations	Admin facilities	sq ft	1,000	40.78	1,366	366	\$437	\$17.81	\$436,800	\$159,810
	Maintenance facilities	sq ft	2,800	114.19	3,824	1,024	\$437	\$49.88	\$1,223,040	\$447,467
	Concession stands	sq ft	100	4.08	137	37	\$483	\$1.97	\$48,266	\$17,659
Restrooms	Permanent	Fixture	8	0.33	11	3	\$80,710	\$26.33	\$645,678	\$236,231
	Temporary/sanican	Each	6	0.24	8	2	\$2,184	\$0.53	\$13,104	\$4,794
Subtotal for facility impact			16,257	662.99	22,204	5,948		\$943.02	\$23,122,956	\$8,459,871

Total impact for land and facilities - per capita		\$5,913.15	\$144,990,456	\$53,046,875
Total impact for land and facilities - persons/household of		\$2.60	\$15,374.19	
Total value of existing park lands			\$121,867,500	\$44,587,004
Total value of existing park facilities			\$23,122,956	\$8,459,871
Total value of existing park lands and facilities			\$144,990,456	\$53,046,875

Note - facility costs include site preparation, utilities, parking, amenities, and other improvements pro rated.

Capital Facilities Plan

Master Plans and Feasibility Analysis

	Priority	Detail	Cost estimate	GF	Grant	CF	PIF	Levy	Bond	Other
D9	Swamp Creek Wetland	Develop conservation and public access plan	\$75,000	X						
D3	Linwood Park	Develop master plan	\$100,000	X						
	City Hall/Skate Court	Assess feasibility of universal playground	\$60,000	X						
	Moorlands Park	Assess feasibility of turf capacity improvements	\$45,000	X						
	Twin Springs Park	Develop master plan including beaver pond conservation	\$100,000	X						
	Inglewood Wetlands	Develop master plan for conservation, public viewpoints	\$80,000	X						
	181 st Streetscape	Develop urban corridor plan and design	\$100,000	X						
	SR-522 Overpass	Assess feasibility of an overpass at 65 th Avenue	\$125,000	X						WSDOT
	Swamp Creek Underpass	Assess feasibility of an underpass of SR-522 and 175 th Street at 80 th Avenue	\$150,000	X						WSDOT
Subtotal			\$835,000							

Acquisition

	Priority	Detail	Cost estimate	GF	Grant	CF	PIF	Levy	Bond	Other
A9	Swamp Creek	Acquire wetlands	\$7,800,000			X				
	Lakepointe	Acquire park site - 3.5 acres	\$5,250,000				X			
	Waterwalk	Acquire shoreline from Lakepoint - 11 acres	tbd		X		X	X		King C.
	Tl'awh-ah-dees Park	Expand open space 12.6 acres	tbd			X				
	Athletic Fields	Acquire site - 7 acres	\$10,500,000		X		X			
	Neighborhood 1	Acquire minipark to fill park gap in neighborhood	\$1,200,000				X			
	Neighborhood 2	Acquire minipark to fill park gap in neighborhood	\$1,200,000				X			
	Neighborhood 3	Acquire minipark to fill park gap in neighborhood	\$1,200,000				X			
	Neighborhood 4	Acquire minipark to fill park gap in neighborhood	\$1,200,000				X			
	Recreation Center	Acquire site for multigenerational community/recreation center	\$7,500,000					X	X	
	Cultural Center	Acquire site for fine and performing arts, and cultural and historic center	\$3,750,000					X	X	
	Aquatic Center	Acquire site for regional aquatic facility	tbd							
	181 st Streetscape	Acquire pocket or urban parklets in downtown, higher density neighborhood	\$925,000				X			NPRSA
Subtotal Acquisition			\$40,525,000							

Development - Hold Over Projects

	Priority	Detail	Cost estimate	GF	Grant	CF	PIF	Levy	Bond	Other
D11	Twin Springs	Refurbish park	\$35,000	X						
P27	Tl'awh-ah-dees Park	Monitor improvements project	\$60,000	X						
P28	Log Boom Park	Monitor park improvements project	\$50,000	X						
P30	Rhododendron Park	Monitor boatshed improvements	\$3,200	X						
	Tolt Pipeline Trail	Construct phase 2 - 73 rd -80 th	tbd	X						
Subtotal Holdover Projects			\$148,200							

Capital Facilities Plan

Acquisition

Priority	Detail	Cost estimate	GF	Grant	CF	PIF	Levy	Bond	Other
Lakepointe	Develop Lakepointe Park gathering area with supporting audio, lighting, and other services for summer festivals and events	\$15,000,000		X		X			King C.
Linwood Park	Install picnic shelter, upgrade playground	\$425,000				X			
Northshore Summit	Install picnic shelter, sport court	\$310,000				X			
Wallace Swamp Creek Park	Install signage, picnic shelter, 3 picnic tables, play area, community garden, and parking improvements	\$940,000				X			
Twin Springs Park	Develop pond overlook, 0.5-mile secondary paths, stream crossing, 2 play areas, 3 picnic tables, improve parking lot	\$900,000				X			
Town Square	Expand amenities when neighboring properties redevelop	tbd							
Skate Court	Add universal playground, add overhead shelter with bleachers, develop pump track extension, add benches, seating, and picnic tables	\$1,210,000				X			
Log Boom Park	Provide kayak access from pier	tbd							
Rhododendron Park	Pave and extend ADA trails, reconfigure basketball for sports court, add wayfinding signage	\$770,000				X			
Moorlands Park	Add sports court, improve turf on ballfield, install security lighting at shelter and restroom	\$1,110,000				X			
Harbour Village Park	Add wayfinding signage	\$10,000	X						
Athletic Fields	Install turf and lights on 2 rectangular fields	\$820,000		X		X	X	X	
Senior Center	Upgrade 2,220 square foot building in Rhododendron Park for seniors and/or meeting facilities	\$444,000					X	X	
Recreation Center	Develop 18,000 square foot multigenerational community/recreation center with 2 basketball courts with 4 pickleball court overlays, physical conditioning/wellness, lockers and showers, studios/classrooms	\$14,400,000					X	X	
Cultural Center	Develop 28,000 square foot regional facility with 15,850 square foot black box theater, 4,290 square foot art studio and workshops, 4,290 square foot historical center, and 3,570 square foot cafe, lobby, gallery	\$22,400,000					X	X	
Aquatic Center	Develop regional aquatic facility	tbd							NPRSA
Neighborhood 1	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000			X				
Neighborhood 2	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000			X				
Neighborhood 3	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000			X				
Neighborhood 4	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000			X				
Dog Park	Joint venture with Bothell for dedicated dog park facility	tbd							
Subtotal Parks Development		\$60,899,000							

Capital Facilities Plan

Concept Development - Trails

Priority	Detail	Cost estimate	GF	Grant	CF	PIF	Levy	Bond	Other
181 st Streetscape	Develop urban gathering areas, parklets in downtown, higher density neighborhoods	\$1,000,000				X	X		TIP
Waterfront Gathering	Develop pedestrian linkages between Burke-Gilman Trail, SR-522 over and undercrossings, TI'awh-ah-dees, Log Boom, and Lakepointe Parks for activities node	\$540,000				X	X		TIP
Tolt Pipeline Trail	Develop 2.32-mile path around Swamp Creek and master plan links with Bothell and Lake Forest Park	\$950,000				X	X		
Inglewood Wetlands	Develop 0.55-mile access trails and viewpoints	\$225,000				X	X		
TI'awh-ah-dees Park	Develop 0.3-mile trail north to 175 th Street Bridge, 0.3-mile trail south to bridge over Swamp Creek, add lighting in parking lot and park, add playground	\$245,000				X	X		
Swamp Creek Trail	Extend 0.86-mile trail from TI'awh-ah-dees Park north around Swamp Creek	\$350,000				X	X		
NE 181 st Street Trail	Extend 0.15-mile trail from 181 st Street to connect with Swamp Creek Trail	\$62,000				X	X		
NE 198 th Street Trail	Extend 0.14-mile trail from Wallace Swamp Creek Park to 198 th Street	\$58,000				X	X		
TI'awh'ah-dees/ Rhododendron Park Trail	Develop 0.27-mile trail and bridge over Sammamish River and along the south shoreline to Rhododendron Park	\$110,000				X	X		
Lakepointe Trail	Develop 0.73-mile trail from Burke-Gilman around the Lakepointe development to Juanita Drive	\$780,000				X	X		
Burke-Gilman Trail	SR-522 Burke-Gilman Accessibility Project	\$1,745,000							
Burke-Gilman Trail	Extend 0.25-mile trail to Juanita Drive to Saint Edwards State Park to Big Finn Hill	\$270,000				X	X		
Burke-Gilman Trail	Develop 175-foot overpass of SR-522/Bothell Highway at 65 th Avenue to 175 th Street	tbd							WSDOT
Burke-Gilman Trail	Develop 0.15-mile underpass of SR-522/175 th Street at Swamp Creek to 192 nd Street	tbd							WSDOT, DOE, WDFW
Subtotal Parks Development		\$6,335,000							
Total		\$108,742,200							

GF - General Funds, CF - Conservation Futures, PIF - Park Impact Fee, TIP - Transportation Improvement Program, tbd - to be determined when project details are established. All cost estimates are in 2025 dollars.

Table CF-A

Parks Capital Improvements City of Kenmore 2025-2040 Fiscally Unconstrained List

Master Plans and Feasibility Analysis		
Swamp Creek Wetland	Develop conservation and public access plan	\$75,000
Linwood Park	Develop master plan	\$100,000
City Hall/Skate Court	Assess feasibility of universal playground	\$60,000
Moorlands Park	Assess feasibility of turf capacity improvements	\$45,000
Twin Springs Park	Develop master plan including beaver pond conservation	\$100,000
Inglewood Wetlands	Develop master plan for conservation, public viewpoints	\$80,000
181 st Streetscape	Develop urban corridor plan and design	\$100,000
SR-522 Overpass	Assess feasibility of an overpass at 65 th Avenue	\$125,000
Swamp Creek Underpass	Assess feasibility of an underpass of SR-522 and 175 th Street at 80 th Avenue	\$150,000
Subtotal Master Plans and Feasibility		\$835,000

Acquisition		
Swamp Creek	Acquire wetland property -	\$7,800,000
Lakepointe	Acquire park site - 3.5 acres	\$5,250,000
Waterwalk	Acquire shoreline from Lakepointe - 11 acres	tbd
Ł'aŋwadis (Tl' awh-ah-dees)	Acquire open space property 12.6 acres	tbd
Park		
Athletic Fields	Acquire site - 7 acres	\$10,500,000
NE 182 nd Street Mini Park	Acquire minipark to fill park gap in neighborhood 1	\$1,200,000
80 th /83 rd Avenue Mini Park	Acquire minipark to fill park gap in neighborhood 2	\$1,200,000
Simonds Road Mini Park	Acquire minipark to fill park gap in neighborhood 3	\$1,200,000
Moorlands Mini Park	Acquire minipark to fill park gap in neighborhood 4	\$1,200,000
Recreation Center	Acquire site for multigenerational community/recreation center	\$7,500,000
Cultural Center	Acquire site for fine and performing arts, and cultural and historic center	\$3,750,000
Aquatic Center	Acquire site for regional aquatic facility	tbd
181 st Streetscape	Acquire pocket for urban parklets in downtown, higher density neighborhood	\$925,000
Subtotal Acquisition		\$40,525,000

Table CF-A

Development - Hold Over Projects		
Twin Springs Park	Minimal park improvements to open park	\$35,000
Łaŕwadis (Tl' awh-ah-dees) Park	Monitor/maintain mitigation improvements (2024-2034)	\$60,000 (annual cost)
Log Boom Park	Monitor/maintain mitigation improvements (2023-2027)	\$50,000 (annual cost)
Rhododendron Park	Monitor/maintain mitigation (2022-2026) improvements	\$3,200 (annual cost)
Tolt Pipeline Trail	Construct phase 2 - 73 rd -80 th	tbd
Subtotal Holdover Projects		\$148,200

Concept Development - Parks		
Lakepointe	Develop Lakepointe gathering area with supporting audio, lighting, and other services for summer festivals and events	\$15,000,000
Linwood Park	Install picnic shelter, upgrade playground	\$425,000
Northshore Summit Park	Install picnic shelter, sport court	\$310,000
Wallace Swamp Creek Park	Install signage, picnic shelter, 3 picnic tables, play area, and parking improvements	\$940,000
Twin Springs Park	Develop pond overlook, 0.5-mile secondary paths, stream crossing, play areas, 3 picnic tables, improve parking lot	\$900,000
Town Square	Expand amenities when neighboring properties redevelop	tbd
City Hall/Jack V. Crawford Skate Court	Add universal playground, add overhead canopy with bleachers, develop pump track extension, add benches, seating, and picnic tables	\$1,210,000
Log Boom Park	Provide kayak access from pier	tbd
Rhododendron Park	Pave and extend ADA trails, reconfigure basketball for sports court, add wayfinding signage	\$770,000
Moorlands Park	Add sports court, improve turf on ballfield, install security lighting at shelter and restroom	\$1,110,000
Harbour Village Marina	Add wayfinding signage	\$10,000
Athletic Fields	Install turf and lights on 2 rectangular fields	\$820,000
Senior Center	Upgrade 2,220 square foot building in Rhododendron Park for seniors and/or meeting facilities	\$444,000
Recreation Center	Develop 18,000 square foot multigenerational community/recreation center with 2 basketball courts with 4 pickleball court overlays, physical conditioning/wellness, lockers and showers, studio/classrooms	\$14,400,000
Cultural Arts Center	Develop 28,000 square foot regional facility with 15,850 square foot black box theater, 4,290 square foot art studio and workshops, 4,290 square foot historical center, and 3,570 square foot cafe, lobby, gallery	\$22,400,000
Aquatic Center	Develop regional aquatic facility	tbd
Neighborhood 1*	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000
Neighborhood 2*	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000
Neighborhood 3*	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000
Neighborhood 4*	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000
Dog Park	Joint venture with Bothell for dedicated dog park facility	tbd
Subtotal Parks Development		\$60,899,000

Table CF-A

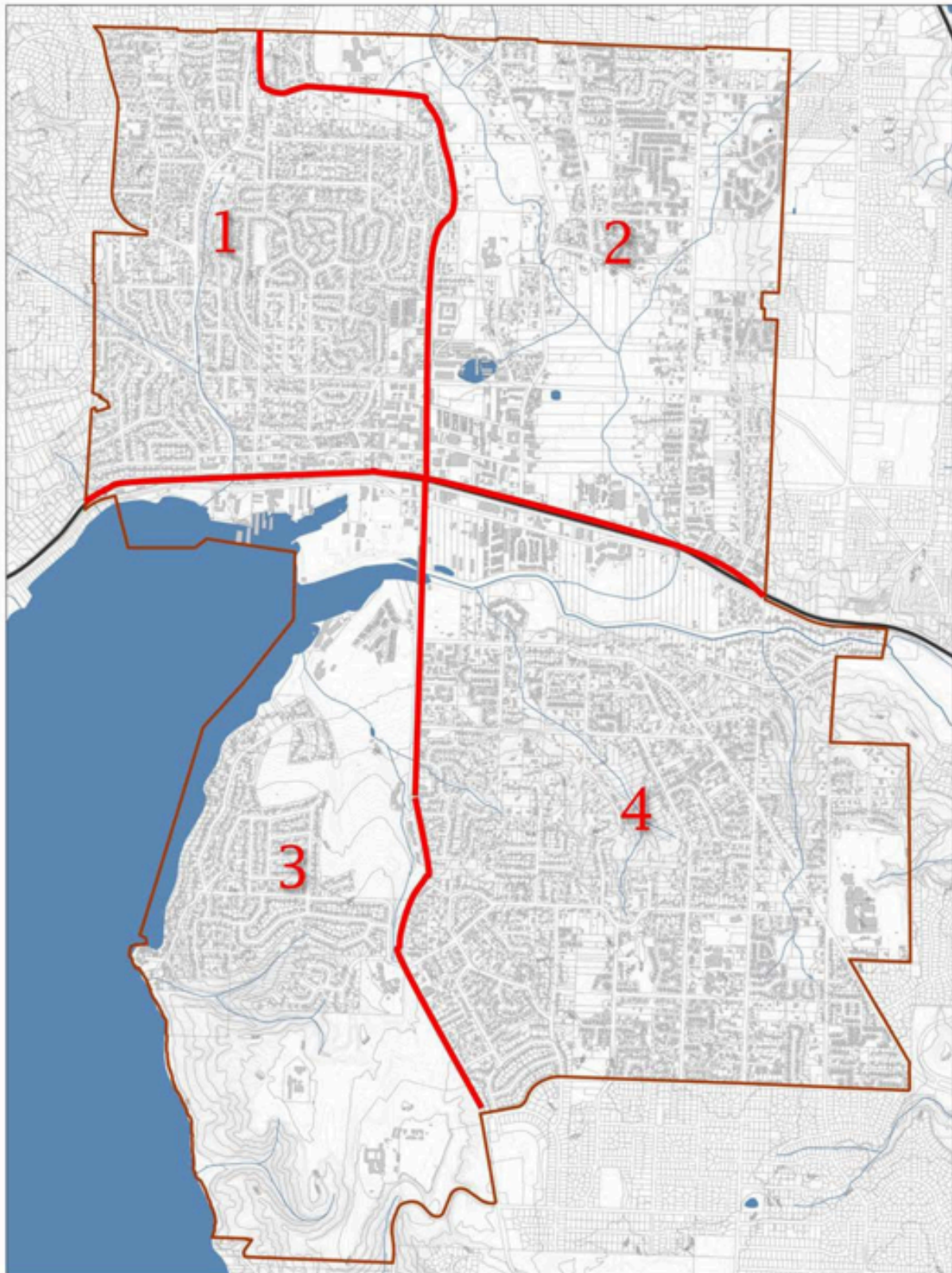
Concept Development - Trails		
181 st Streetscape	Develop urban gathering areas, parklets in downtown, higher density neighborhoods	\$1,000,000
Waterfront gathering area	Develop pedestrian linkages between Burke-Gilman Trail, SR-522 over and undercrossings, Łaŕwadis (Tl' awh-ah-dees), Log Boom Park, and Lakepointe for activities node	\$540,000
Tolt Pipeline Trail	Develop 2.32-mile path around Swamp Creek and master plan links with Bothell and Lake Forest Park	\$950,000
Inglewood Wetlands	Develop 0.55-mile access trails and viewpoints	\$225,000
Łaŕwadis (Tl' awh-ah-dees) Park	Develop 0.3-mile trail north to 175 th Street Bridge, 0.3-mile trail south to bridge over Swamp Creek, add lighting in parking lot and park, add playground	\$245,000
Swamp Creek Trail	Extend 0.86-mile trail from Łaŕwadis (Tl' awh-ah-dees) Park north around Swamp Creek	\$350,000
NE 181 st Street Trail	Extend 0.15-mile trail from 181 st Street to connect with Swamp Creek Trail	\$62,000
NE 198 th Street Trail	Extend 0.14-mile trail from Wallace Swamp Creek Park to 198 th Street	\$58,000
Łaŕwadis (Tl' awh-ah-dees) Park/Rhododendron Park Trail	Develop 0.27-mile trail and bridge over Sammamish River and along the south shoreline to Rhododendron Park	\$110,000
Lakepointe Trail	Develop 0.73-mile trail from Burke-Gilman around Lakepointe to Juanita Drive	\$780,000
Burke-Gilman Trail	SR-522 Burke-Gilman Accessibility Project	\$1,745,000
Burke-Gilman Trail	Extend 0.25-mile trail to Juanita Drive to Saint Edwards State Park to Big Finn Hill	\$270,000
Burke-Gilman Trail	Develop 175-foot overpass of SR-522/Bothell Highway at 65 th Avenue to 175 th Street	tbd
Burke-Gilman Trail	Develop 0.15-mile underpass of SR-522/175 th Street at Swamp Creek to 192 nd Street	tbd
Subtotal Trails Development		\$6,335,000
Grand Total		\$108,742,200

*See Figure CF-A for neighborhood quadrants.

TBD – to be determined when project details are established. All cost estimates are in 2025 dollars.

Table CF-A

FIGURE CF-A
NEIGHBORHOOD QUADRANTS



Public Art



Confluence by Susan Zoccola, 2009
Metal and Glass
Co-funded by the City and 4Culture
Located in City Hall



Paddle by William Watts, 2016
Woodcarving
Coast Salish Nation Master Carver
from Squamish Nation

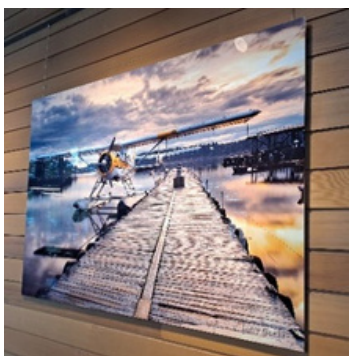
Heron by David Louis, 2016
Woodcarving
Coast Salish Nation

Located in The Hangar



Salmon by Craig Voisin, 2016
Woodcarving
Squamish Nation

Located in The Hangar



Air Harbor #1 by Larry Gorlin, 2017
Photograph on Metal
Located in City Hall

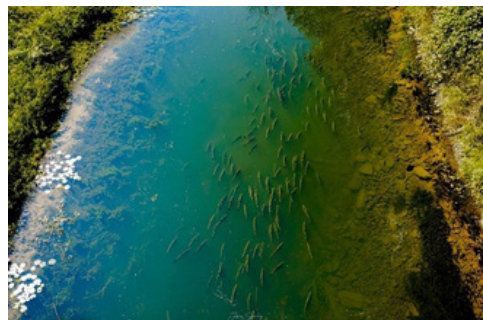
Public Art



Untitled by Geoff Vlcek, 2017
Photograph on Metal
Located in City Hall



Kenmore Imagery by Jason Sperling, 2025
Photography
Located in The Hangar



Public Art

Utility Box Wraps



1.



2.



3.



4.



5.



6.



7.



8.



9.

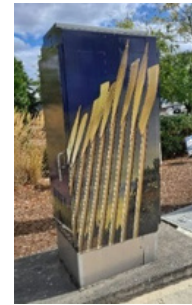


10.

Public Art

Utility Box Wraps

1. Artwork by Mike Folden, located at 68th Ave NE and NE 170th
2. Artwork by Kent Vaughan, located on the corner of NE 181st and 68th Ave NE
3. Artwork by William Garza, located at the Skateboard Board
4. Artwork by William Garza, located at the Skateboard Board
5. Artwork by Kent Vaughan, located in front of City Hall
6. Located north of The Hangar on 68th Ave NE
7. Artwork by Sara Hayashi, located on the corner of 73rd Ave NE & NE 181st St.
8. Artwork by Larry Gorlin, located at St Edward's Park
9. Artwork by Grace Ding, located at Arrowhead Elementary
10. Artwork by Domanik (Huggz) Moses, located on 61st Ave NE at 181st
11. Artwork by Jason Sperling, located at 6806 NE 175th
12. Located at 155th and Simonds Rd NE
13. Artwork by Jen Dixon, located at Łaxw̓adis (Tl' awh-ah-dees) Park
14. Artwork by Jen Dixon, located at Łaxw̓adis (Tl' awh-ah-dees) Park



11.



12.



13.



14.



Kenmore Mural Project with artists Staci Adman and A. Gaul Culley, 2016
Paint
Co-funded by the City, Arts of Kenmore with Community Participation
Located on the St Vincent de Paul Building along 73rd Ave NE



Salmon Scarcity by Ty Juvinel, 2023
Acrylic Paint

Commissioned by the Kenmore Heritage Society Washington Trust for Historic Preservation Valerie Sivinski Fund

Located at Łaxw̓adis (Tl' awh-ah-dees) Park

Public Art



Hank Heron designed by Kent Vaughan,
Sculpture created by Virgil Tyler Oertle,
2021
Bronze
Located in Town Square



Alone we Thrive by Ty Juvinel, 2023
Fabricated Metal
Commissioned by the Kenmore Heritage
Society by Private Donation
Located at Łaxw̓adis (Tl' awh-ah-dees)
Park



Public Art



Median Artwork, 2023
Fabricated Metal

Located on Juanita Way NE at NE 163



Fountain, 2011

Bronze

Located at City Hall

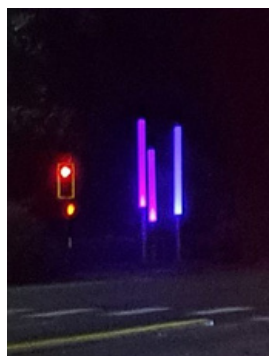


Legend's Bench by Woody Morris, 2019
Stone

In Memory of Caleb Shoop and Sarah Paulson.

Co-funded by the City, Arts of Kenmore and
Private Donations

Located in Rhododendron Park



Icon Poles, installed as part of
522 improvement project, 2016
Located on:

NW corner of 80th and SR522,
SW corner of 73rd and SR522,
NW corner of 68th and SR522
SW corner of 65th and SR522
SW corner of 61st and SR522

Public Art



Salmon, 2014

Fabricated Metal

Dedicated to the memory of David Thomas Wheeler

Located at Łaxw̓adis (Tl' awh-ah-dees) Park



Story Pole by Ty Juvinel, 2023

Woodcarving and Paint with
Community Participation

Located in Town Square

Walkways and Waterways Artwork projects by Jen Dixon 2020-2023



3 Cedars by Jen Dixon, 2021

Woodcarving 1% for Art Fund

Located at Rhododendron Park



Public Art

Walkways and Waterways Artwork projects by Jen Dixon 2020-2023



Flume by Jen Dixon, 2022
Fabricated Metal

1% for Art Fund

Located at Log Boom Park



BirdBlind
Topography
Roots and Branches
Water

by Jen Dixon, 2023, Fabricated Metal

1% for Art Fund

Located at Łax̌w̌adis (Tl' awh-ah-dees) Park

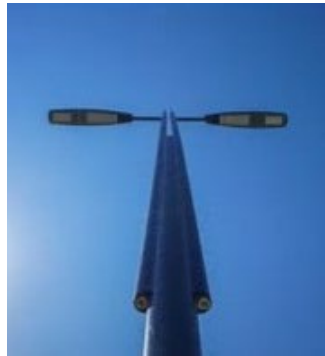


Public Art



West Sammamish
Bridge, 2023

1% for Art Fund



Public Art

Temporary Projects



The Blue Trees by Konstantin Dimopoulos, 2012
Trees and Paint with Community Participation

Co-funded by the City and 4Culture

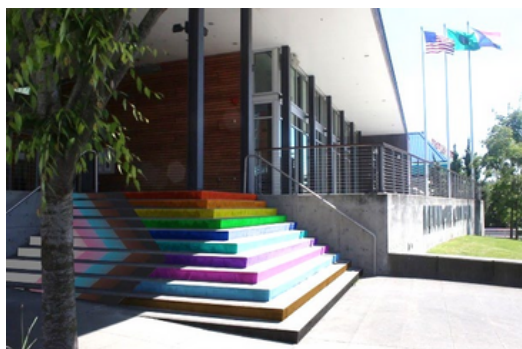
Temporary installation on Burke Gillman Trail



Street Banners along SR 522



Heron's View by Joe Wuts Mural Wrap on
CalPortland Plant, 2020-2021
Co-funded by the City and Arts of Kenmore
Temporary Installation off SR522, removed in
2021



Pride Steps, 2023

Co-funded with the City and Arts of
Kenmore with Community Participation
Located at City Hall

Finances

An analysis was accomplished of recent financial trends in Kenmore and the impact federal and state program mandates, revenue sharing, and the city's urbanization have on the discretionary monies available for park, recreation, and open space. The analysis also reviewed trends in city revenues and the effect alternative revenue sources may have on financial prospects. Following is a summary of major findings:

Revenue and expenditures - general government

Kenmore's annual general governmental expenditures are derived from the combination of general, special revenue, debt service, and enterprise funds.

General fund

The General Fund is derived from property taxes, licenses and permits, intergovernmental revenues including state and federal grants, service charges and fees, fines and forfeitures, and other miscellaneous revenues. General funds are used to finance most government operations including staff, equipment, capital facility, and other requirements. Park, recreation, and open space programs and facilities are funded primarily from general fund accounts.

Property tax - under Washington State's constitution cities may levy a property tax rate not to exceed \$3.10 per \$1,000 of the assessed value of all taxable property within incorporation limits. Kenmore's 2024 tax rate was \$0.84848 per \$1,000 assessed valuation or 27% of the maximum allowed a city.

The total of all property taxes for all taxing authorities, however, cannot exceed 1.0% of assessed valuation, or \$10.00 per \$1,000 of value. If the taxes of all districts exceed the 1.0% or \$10.00 amount, each is proportionately reduced until the total is at or below the 1.0% limit.

In 2001, Washington State law was amended by Proposition 747, a statutory provision limiting the growth of regular property taxes to 1.0% per year, after adjustments for new construction. Any proposed increases over this amount are subject to a referendum vote.

The statute was intended to control local governmental spending by controlling the annual rate of growth of property taxes. In practice, however, the statute can reduce the effective property tax yield to an annual level far below a city's levy authorization, particularly when property values are increasing rapidly.

Kenmore Property Tax Revenues	
2023	\$5,658,275
2024	\$5,884,218
2025	\$6,126,018
2026	\$6,372,412
Percent increase 2023-2026	
12.6%	

Source: 2025-2026 Budget

Finances

Sales tax - is the city's largest single revenue source and may be used for any legitimate city purpose. The city has no direct control over this source. The sales tax is collected and distributed by the state and may fluctuate with general economic and local business conditions.

Kenmore Sales Tax Revenues	
2023	\$3,640,973
2024	\$3,577,053
2025	\$3,697,700
2026	\$3,753,166
Percent increase 2023-2026	
Source: 2025-2026 Budget	
	3.1%

Licenses and permits – includes revenues generated from business and occupational licenses, operating, and building permits. Generally, these fees are used to pay for the inspections, processing, and other charges necessary to perform supporting services.

Intergovernmental revenue – includes state and federal grants or pass-through revenues, usually earmarked for specific programs. Federal governmental grants and funding pass-through funds include the Department of Housing and Urban Development's (HUD) Community Development Block Grants (CDBG) and revenue sharing.

Charges for services – includes revenue generated to pay for garbage, landfill, utility, and other operating services provided by the city or a city concession or licensee.

Fines and forfeits – include monies generated from business fines, code violations, traffic fines, forfeitures, and other penalties.

Special revenues

Special revenues are derived from state and local option taxes dedicated to specific expenditure purposes, such as the motor vehicle tax, motor excise tax, real estate excise tax, motel and hotel tax, public art, criminal justice, paths and trails, and the like. Some special revenues may be used to finance limited capital facilities, such as roads or parks, where the local option allows – such as the local real estate excise tax (REET).

2026 General Fund Revenue

Revenue Source	Amount	%
Taxes	\$13,659,089	76.5%
Licenses and permits	\$1,575,525	8.8%
Intergovernmental	\$714,461	4.0%
Charges for services	\$785,364	4.4%
Fines and penalties	\$4,179	0.0%
Miscellaneous	\$1,121,648	6.3%
Total	\$17,860,266	100.0%

Source: 2025-2026 Budget

Finances

Debt service funds

Debt service funds are derived from a dedicated portion of the property tax or general fund proceeds to repay the sale of general obligation (voted) and Councilmanic (non-voted) bonds. Both types of bonds may be used to finance park facility improvements – but not maintenance or operational costs.

Municipal Debt Capacity

2025 Assessed Valuation **\$7,988,619,847**

Debt Type	Limit*	Amount
Councilmanic bond capacity	1.5%	\$119,829,297
General obligation bond capacity**	2.5%	\$199,715,496
Utility bond capacity**	2.5%	\$199,715,496
Park/open space bond capacity**	2.5%	\$199,715,496
Total allowable (legal limit)	7.5%	\$599,146,488
Less total outstanding debt		\$22,915,604

Total remaining debt capacity **\$576,230,884**

* Percent of the total estimated assessed valuation.

** Require 60% voter validation where voter turnout equals at least 40% of the total votes cast in the last general election.

Source: 2025-2026 Budget

Councilmanic (limited or non-voted) bonds - may be issued without voter approval by the Council for any facility development purpose. The total amount of all outstanding non-voted general obligation debt may not exceed 1.5% of the assessed valuation of all city property.

Limited general obligation bonds must be paid from general governmental revenues. Therefore, debt service on these bonds may reduce the amount of revenue available for current operating expenditures and the financial flexibility the Council may need to fund annual budget priorities. For this reason, Councilmanic bonds are usually only used for the most pressing capital improvement issues.

Unlimited general obligation bonds - must be approved by at least 60% of resident voters during an election which has a turnout of at least 40% of those who voted in the last state general election. The bond may be repaid from a special levy, which is not governed by the 1.0% statutory limitation on the property tax growth rate. Total indebtedness as a percent of the assessed valuation that may be incurred by limited and unlimited general obligation bonds together, however, may not exceed:

- 2.5% - provided indebtedness more than 1.5% is for general purposes,
- 5.0% - provided indebtedness more than 2.5% is for utilities, and
- 7.5% - provided indebtedness more than 5.0% is for parks and open space development.

Finances

Monies authorized by limited and unlimited types of bonds must be spent within 3 years of authorization to avoid arbitrage requirements unless invested at less than bond yield. In addition, bonds may be used to construct but not maintain or operate facilities. Facility maintenance and operation costs must be paid from general governmental revenue or by voter authorization of special annual or biannual operating levies or by user fees or charges.

Enterprise funds

Enterprise funds are derived from the user fees and charges levied for utility operations typically including water and sewer, storm drainage, regional water, and solid waste services. Enterprise revenues are used to pay operating costs, retire capital facility debt, and plan future replacement and expansion projects. Enterprise funds may be created for a park or recreation activity that has a revenue source sufficient to finance all costs. Enterprise funds have been used on a limited basis for golf courses, marinas, and similar self-financing operations.

	General Fund	Other Funds	Total
2023	\$17,299,087	\$19,643,724	\$36,942,811
2024	\$17,293,758	\$39,340,102	\$56,633,860
2025	\$17,215,097	\$25,648,722	\$42,863,819
2026	\$17,860,266	\$28,934,283	\$46,794,549
% 2023-26	3.7%	47.2%	26.6%

Source: 2025-2026 Budget

Note: Increase in 2024 due to Public Works Operations Center Fund

Capital improvements funding implications

Generally, the city has not appropriated very much of the annual budget for capital improvements. The city has building and infrastructure construction requirements but given the declining buying power of annual city budgets, not had the capital resources available to initiate major construction projects from the general funds or non-dedicated funds accounts.

The 1% statutory limit on local property tax yields combined with the sporadic and undependable nature of federal and state grants and revenue sharing prevents or discourages the city from making long term capital investments in infrastructure necessary to support the city's development. The 1% statutory limit on the general fund levy, severely curtails the city's ability to operate and maintain park, recreation, and open space facilities and services even if the city only utilized unlimited general obligation bonds as a means of providing capital financing.

PROS revenues

PROS revenues may be generated from a variety of sources in addition to the General Fund including the following.

Finances

Strategic Opportunities Fund - is used for projects and initiatives that are one-time, temporary, or start-up in nature and will not require indefinite operational funding from the Strategic Opportunities Fund. Eligible expenditures from this Fund include:

- Real Estate purchases for future public benefit.
- Capital construction projects that create high value for the community and physically construct tangible public improvements.
- Grant matches for capital projects.
- Funding for the development of new strategic community initiatives. These initiatives may be on a pilot or trial period as determined by the City.
- Temporary support of City services in economic downturns that result in declining operating revenues.

Real Estate Excise Tax (REET) - enacts up to two 0.25% taxes of the annual sales for real estate for capital facilities which must be used solely for financing new capital facilities as specified in the capital facilities plan (CFP). The first and second REET may be used for:

- The planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, and storm and sanitary sewer systems, or
- The planning, construction, repair, rehabilitation, or improvement of parks and recreational facilities.

In addition, the second REET may be used for:

- The acquisition of parks and recreational facilities, or
- The planning, acquisition, construction, repair, replacement, rehabilitation, or improvement of law enforcement facilities, and the protection of facilities, trails, libraries, administrative and judicial facilities, and river and/or floodway/flood control projects and housing projects subject to certain limitations.

Park Impact Fees (PIF) – are as a means of maintaining existing park, recreation, and open space levels-of-service (ELOS). The ordinance estimates the impact each development project has on PROS facilities within the project's service zone and makes provisions for setting aside the resources, including lands or monies, necessary to offset the project's PROS impacts.

The dollar value of the project's park, recreation, and open space impact can be offset by the project developer of an amount equal to the combined facility acquisition and development costs that Kenmore would incur to maintain the same existing level-of-service (ELOS).

A developer may be allowed to choose any combination of land or cash mitigation measures including credit for any park or recreation facilities to be included within the project development provided the following is considered when determining the types of mitigation measures or development credits to be made available to the developer:

- **The facility** – must be available to the public,
- **Have a designated owner** - responsible for continuing operation and maintenance (the owner may be a common property owner's association, school district or other agency), and
- **Correspond to and not exceed or vary from** - the types of parks, recreation, and open space facilities that are being impacted (a developer could provide but should not be able to take full credit value for facilities for which there is no shortage, impact, or local interest).

Finances

Land contributions can be accepted in lieu of monies if the lands will be suitable sites for future facilities. Land and monies accumulated under the proposed ordinance must be invested within a reasonable time of impact assessment or be returned to the contributing developer.

Walkways & Waterways – created to account for the proceeds of the sale of unlimited tax general obligation bonds, approved by the voters in 2016, as Proposition 1. The proceeds of the bonds were deposited to this fund and are transferred as needed to Transportation and Park Capital Project Funds to finance the construction of new sidewalks and pedestrian and bicycle safety improvements along Juanita Drive and 68th Avenue, and the construction of and improvements to waterfront access, viewpoints, walkways, facilities, open spaces, and natural habitats at City parks.

Parks Capital Fund – accounts for expenditures for park acquisition and improvements including a variety of state and county grants, in lieu fees, private funding, real estate excise tax, park impact fees, and bond funds. The City expends monies from this fund based on the adopted Capital Facilities Plan and the PROS Plan.

Public Arts Fund – accounts for public art displays or performing arts events and is funded via the “one percent for arts” program. Kenmore Municipal Code Chapter 3.5 states that 1% of awarded construction contracts will be deposited in this fund.

Swamp Creek Basin Fund – accounts for balances reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin, which had previously been accounted for in the Surface Water Management Fund. The projects are funded by a Memorandum of Agreement (MOA) with King County which includes acquiring and restoring land for flood prevention, open space, and wildlife habitat in the Swamp Creek Basin.

Lakepointe Fund - accounts for revenues and expenditures related to the potential acquisition and development of a portion of the Lakepointe site for shoreline restoration and park development. The fund also tracks costs related to working with the property owner and potential developers to transform the remainder of the Lakepointe properties into a walkable urban village.

Recreation – Kenmore does not provide recreation programs though Kenmore residents may use Shoreline Park & Recreation programs at a discount. A 2030 CFP allocation has been set-aside for League Sports indicating the city may reconsider funding city-based recreation programs. If so, program fees and charges and field rental fees would be collected for reimbursement of the city’s recreation program costs.

King County Park Levy – the 2026-2031 King County Parks levy ballot measure replaces the current park levy expiring at the end of 2025. It will fund operations and maintenance of King County’s parks and trails, support the growth and connection of regional trails, and provide grant programs to expand access to recreation and protect open space for King County residents. Proceeds from the levy will also directly support parks in King County’s cities, towns, and park districts, as well as the Woodland Park Zoo, Seattle Aquarium, Pacific Science Center, Seattle Waterfront Park, and Memorial Stadium.

Finances

State and federal grants – are available for a wide variety of park and recreation programs, acquisition, and development projects through the Washington Recreation & Conservation Office (RCO) on a competitive basis. Applicants must have a current PROS Plan that conforms to RCO's requirements and typically must provide matching funds.

2026 Revenues and Allocations

Funding Source	Amount	PROS	PROS%
General Fund	\$17,860,266	\$2,535,031	14%
Strategic Opportunities	\$0	\$0	0%
Real Estate Excise Tax (REET)	\$1,938,000	\$0	0%
Park Impact Fees (PIF)	\$302,500	\$50,000	17%
Walkways & Waterways	\$100,000	\$2,050	2%
Parks Capital Fund	\$280,000	\$143,200	51%
Public Arts Fund	\$2,000	\$19,895	99.5%
Swamp Creek Basin Fund	\$40,000	\$40,000	100%
Lakepointe Fund	\$0	\$0	100%
Recreation*	\$0	\$0	100%
King County Park Levy	\$53,200	\$53,200	100%
Grants - RCO, DOC, etc.	\$250,000	\$250,000	100%
Total	\$20,825,966	\$3,093,376	14.8%

Source: 2025-2026 Budget

* 2026 Budget allocates \$200,000 for Sports Leagues beginning in 2030.

The total amounts identified in the 2025-2026 Budget for these revenue sources is \$20,825,966 of which \$3,093,376 or 14.8% is allocated for PROS related projects. Future allocations may vary, however, depending on Council budgeting priorities.

PROS Expenditures

General Fund expenditures were broken out into core programs required by state mandate, basic programs necessary to support mandates and functional requirements, and enhancement programs to support quality of life.

2026 Expenditures

Basic Programs	Amount	%
Parks Capital Improvement Program (CIP)	\$57,830	2.5%
Parks General Maintenance	\$851,093	37.2%
Subtotal	\$908,923	39.7%
Enhanced Programs		
Lakepointe, Shoreline, Park, Urban Village	\$667,500	29.1%
Parks Maintenance, Seasonal	\$55,645	2.4%
Parks Buildings	\$175,832	7.7%
Events, Volunteers, Recreation	\$478,308	20.9%
Subtotal	\$1,377,285	60.3%
Total	\$2,286,208	100%

Source: 2025-2026 Budget

Finances

The 2026 General Fund Budget allocates \$2,286,208 or 12.8% of General Fund revenues or 4.9% of all Funds revenues to PROS of which 40% are for basic programs and 60% for enhanced programs.

Funding implications

Kenmore has acquired a quality park, recreation, and open space inventory using land donations, grants, project development mitigation, and a healthy allocation of property tax derived general funds. However, these sources will not continue to yield enough money with which to initiate major facility development and/or with which to accomplish major cyclical maintenance requirements.

In addition, because of the 1.0% statutory limit on local property tax yield's effect on discretionary funding in general, the city can no longer depend entirely on traditional revenue sources as a means of funding capital improvement projects. To meet the park, recreation, and open space interests of city residents, Kenmore must devise new financial strategies.

PROS revenue prospects – public sources

Considering the 1.0% statutory limit on local property tax yield's effect on discretionary funding in general, the city can no longer depend entirely on traditional revenue sources as a means of funding capital improvement projects. Kenmore must devise new financial strategies for the development and maintenance of facilities if it is to meet the park, recreation, and open space interests of city residents. The following options could be used to deal with future Kenmore PROS capital needs:

Washington State grants

Washington State, through the Recreation Conservation Office (RCO) funds and administers several programs for parks and recreation, and non-motorized transportation and trails purposes using special state revenue programs. Examples of grants include:

- **Youth Athletic Facilities (YAF)** – provides grants to cities, counties, and qualified nonprofit organizations to buy land and develop or renovate outdoor athletic facilities such as ballfields, courts, swimming pools, bike tracks, and skate parks that serve youth through the age of 18.
- **Washington Wildlife Recreation Program (WWRP)** – provides funding for a broad range of land protection and outdoor recreation, including local and state parks, trails, water access, and the conservation and restoration of state land.
- **Recreational Trails Program (RTP)** – provides funds to rehabilitate and maintain trails that provide a backcountry experience. While backcountry trails may be near cities or roads, or even offer views of cities and towns, the trail's physical setting should be predominately natural.
- **Outdoor Learning Grants (OLG)** – funds programs to develop and support outdoor educational experiences for students in public schools to provide access to outdoor spaces where students can learn, play, and grow, especially where outdoor educational opportunities are inequitable.

Finances

- **No Child Left Inside (NCLI)** – provides grants for programs to provide under-served youth with quality opportunities to experience the natural world with outdoor environmental, ecological, agricultural, or other natural resource-based education and recreation programs serving youth.
- **Land and Water Conservation Fund (LWCF)** – provides funds to preserve and develop outdoor recreation resources, including parks, trails, and wildlife lands. The Legacy Program provides grants to help urban communities with 30,000 or more people buy or develop land to create or reinvigorate public parks and other outdoor recreation spaces.
- **Community Forests Program (CFP)** – provides funds to safeguard against climate and other environmental changes and provide opportunities for recreation, education, and cultural enrichment. The program preserves working forests lands for the benefit or residents now and into the future.
- **Boating Facilities Program (BFP)** – provides grants to acquire, develop, and renovate fresh and saltwater facilities for motorized boards and other watercraft, including launch ramps, transient moorage, and upland support facilities.
- **Aquatic Lands Enhancement Act (ALEA)** – provides funds to acquire, improve, or protect aquatic lands for public purposes including for improving access to the waterfront. Aquatic lands include all tidelands, shore lands, harbor areas, and the beds of navigable waters.

Federal grants

Federal monies are available for the construction of outdoor park facilities from the National Park Service (NPS) Land and Water Conservation Fund (LWCF). The Washington State Resource Conservation Office (RCO) administers the grants.

- **National Park Service (NPS)** - RCO assigns each project application a priority on a competitive statewide basis according to each jurisdiction's need, population benefit, natural resource enhancements, and other factors.
- **Transportation Equity Act (TEA21) for the 21st Century** - can be used to finance on and off-road non-motorized trail enhancements along major and minor arterial collector roads or sometimes, within separate trail corridors.
- **National Recreational Trails Program (NRTP)** – funds may be used to rehabilitate and maintain recreational trails that provide a backcountry experience. In some cases, the funds may be used to create new “linking” trails, trail relocations, and educational programs.
- **Boating Infrastructure Grant Program (BIG)** – supports development and renovation of areas for non-trailer-able recreational boats over 26 feet, and related support elements on US navigable waters.

Environmental impact mitigation – subdivision regulations

Kenmore subdivision policies can require developers of subdivisions to provide suitably designed and located open spaces, woodland preserves, trail systems, tot lots, playgrounds, and other park or recreational facilities. Such facilities may include major components of the park or recreational system that may be affected by the project's location or development.

Kenmore may also consider requiring developers provide acceptable long-term methods of managing and financing maintenance requirements.

Finances

User fees and charges

Kenmore charges an array of special user fees, charges, and special assessments to pay facility operating and maintenance capital requirements. Proposals to recover recreation program costs could be augmented with additional or higher user fees on picnic shelters, athletic courts and fields, meeting rooms, and other facilities.

User fees have and could be used to provide facilities for park and recreation activities whose profit margins are too low to sustain commercial operations or whose benefiting user group may extend beyond city boundaries. Possible user fee financed facilities could include any facility where demand is sizable enough to warrant a user fee financing approach.

In essence, the market determines which facility's revenues equal costs, and thereby, which programs Kenmore could provide on a direct costs/benefit basis. While important, this source of finance will likely never pay full costs for all programs, or any operation, maintenance, or development costs.

Some programs designed for youth and family activities, may never generate fees large enough to finance full costs and will require Kenmore to determine to what extent the public benefits merit the subsidized fee revenues.

The user fee approach may also be difficult to impose on facilities that don't have readily identifiable or chargeable users - like some passive park or trail systems. The approach may be very responsive, however, for facilities and services that have an identifiable user group receiving a direct proportional benefit for the charge.

Unlimited general obligation (GO) bonds

Kenmore may use voter referendums as a means of financing a larger portion of the capital improvement program, since unlimited obligation bonds are not paid from the property tax subject to the 1.0% limitation.

Voter approved capital improvements may be more representative of actual resident priorities than some other methods of validating capital expenditures, and will at the least, ensure referendum submittals provide widespread benefits.

However, bond revenue cannot be spent for maintenance and operational issues – and bond referendums must be approved by a margin over 60% of at least a turnout of 40% of the registered voters who participated in the last election.

General levy lid lift referendums

Proposition 747, the statutory provision limiting the growth of regular property taxes to 1.0% per year, can be waived by referendum approval of a simple (50%) majority of Kenmore's registered voters. Voters can be asked to approve a resetting of the property tax levy rate or of approving a special purpose limited duration (typically 6-9 years) dedicated property tax levy that would adjust the amount of revenue Kenmore can generate.

The new total revenue that can be generated by a resetting of the rate or of approving a special dedicated and limited duration levy would be subject to the same 1.0% limitation, however, and the total amount of revenue and the resulting property tax rate would start to decline again in accordance with the Proposition. However, the adjusted rate and revenue could finance specific capital improvement projects – or programs that involve construction, maintenance, and operations aspects that a majority of voters are willing to pay for under the adjusted rate or a specially approved levy.

Finances

The resetting of the rate can be permanent, subject to the provisions of Proposition 747, or temporary, where the rate is adjusted until a specific amount of revenue has been generated to finance a project or program – whereupon the rate reverts to the original or a specified amount defined in the referendum.

Metropolitan Park district (MPD) (SB 2557)

In 2002, the state legislature authorized the establishment of metropolitan park districts (MPD) as special units of government that may be wholly independent of any involvement with a city, county, or any other local public agency or jurisdiction.

Metropolitan Park districts may provide recreational facilities that are specific to the district's boundaries in return for the district residents' agreement to pay the special development, operation, and maintenance costs utilizing special financing devices.

Metropolitan Park districts must be initiated by local government resolution or citizen petition following hearings on feasibility and costs studies of the proposed district's facility development or operation costs.

The proposal must ultimately be submitted for voter approval (50%) including all provisions relating to any special financing agreements. The voters must initially approve the formation of the district, and may designate existing elected officials, or a body appointed by existing elected officials or elect district commissioners or officers solely responsible for park and recreation policy.

Voters must also approve the establishment of **a continuous levy as a junior taxing district – compared with 3-year levies under a recreation service district** to provide maintenance, repair, operating costs, and facility acquisition and development projects. Metropolitan Park districts can be flexible and used to provide local or citywide recreational facilities in the same variety of custom service choices with the exception that the financing levy may be as a junior taxing district with a continuous levy.

PROSA revenue prospects – private sources

Special use agreements

Special property agreements can often be used instead of property purchases to secure public use rights for land or property at no cost or a nominal fee, particularly where the possible public use is of benefit to the private landowner. Some forms of special use agreements can provide favorable tax benefits if the use agreement can be shown to have an assigned value.

Kenmore could expand the use agreement concept to include complete development, operation, or maintenance responsibilities. Package lease agreements will usually provide more effectively maintained facilities than possible where Kenmore must staff specialized, small work crews.

Sometimes package lease agreements covering use and maintenance aspects may be the only way of resolving an equitable agreement with the private ownership. This may include trails on utility corridors where the ownership may prefer to control development and maintenance activities, and Kenmore may prefer to avoid any implied responsibility or liability for the utility worthiness that Kenmore's maintenance of a trail system could imply.

Finances

Public/private service contracts

Private market skills and capital may be employed in a variety of ways including the use of public/private services contracts where a private party can be contracted to operate and maintain a facility for a fixed fee cost. Service contracts can be very efficient where the activities are small, scattered in location, seasonal, expert, or experimental. Service contracts are also relatively easy to initiate or terminate if area demand fails to provide sufficient use or revenue to justify continued operation.

Service contracts may be very flexible and can include agreements with the county, school district, or local user groups who can or would be interested in sustaining the activity on a subsidized or sweat-equity basis in exchange for the facility.

Public/private concessions

Kenmore could lease a portion of a site or facility to a private party in exchange for a fixed fee or a percentage of gross receipts. The private operator assumes operation and maintenance responsibilities and costs in exchange for a profit. For certain types of facilities, such as enterprise fund account facilities like a golf course, campground, marina, indoor tennis courts, or community center, Kenmore's portion of the profits may be used to pay facility development and/or operation and maintenance costs at the same or for similar facility developments.

Concessionaires could operate a wide variety of park and recreational facilities including boating and bicycle rentals, special group and recreational vehicle campgrounds, athletic field and court facilities, and swimming pools and beaches, among others.

Public/private joint development ventures

Kenmore can enter into an agreement with a private or public developer to jointly own or lease land for an extended period. The purpose of the venture would be to allow the development, operation, and maintenance of a major recreational facility or activity in exchange for a fixed lease cost or a percentage of gross receipts.

The developer assumes development, operation, and maintenance responsibilities, costs, and all market risks in exchange for a market opportunity providing a profitable return not otherwise available. Kenmore realizes the development of a facility not realized otherwise in exchange for a low minimum capital return and no or very little capital risk.

Self-help land leases

There are instances where an activity is so specialized in appeal or of a service area so broad in scope that it cannot be equitably financed using public funds. Specialized user groups should be provided options for developing or maintaining facilities in ways that account for equitable public cost reimbursements.

Examples include the use of land leases where Kenmore may lease land at low or no cost where a user group or club assumes responsibility for the development, operation, and maintenance of the facility. The club could provide volunteer help or use club finances to develop, operate, and maintain the facility as a means of meeting user benefit/cost objectives.

Finances

PROS General Funding Options

Using the options described above, funding sources should generally be matched to specific needs to avoid duplication and take advantage of each fund's specific possibilities. For example:

Program services

Fees and charges should be used to finance program services to the maximum extent possible and practical to provide cost/benefit equities and efficiencies. General funds should be used to cover shortages where fees cannot be readily collected, as in most special events, or where fees may not be easily raised to cover all operating costs for programs the City Council deems to have special social benefits to the city.

Facility operation, maintenance, and minor construction

General funds should be used to pay operation and maintenance costs for facilities and activities that cannot be financed with fees and charges or financed with other funding methods. General funds are flexible and can be adjusted to meet annual programming variations or priorities.

Where appropriate, maintenance and operation funds for facilities that are impacted by urban growth area users should be reimbursed or provided by the city subject to the pending resolution of an inter-local agreement on planning and services.

The funds collected from the excise tax on real estate sales (REET) should be used to finance minor construction improvements to existing properties. The money should also be used to help purchase sites when opportunities arise that cannot await other, less flexible funding methods. Like general funds, the monies collected from excise taxes are flexible and can be adjusted to meet annual programming needs or sudden changes in priorities or opportunities.

Recreational facility development

Recreational facilities, athletic fields in particular, are important to Kenmore's programs but satisfy relatively small proportions of the population compared with park and trail facilities. Bonds, levies, and other fixed forms of financing should be used to pay for the development of parks, trails, and other facilities that residents assign high priorities. Recreational facilities with low to moderate priorities should be financed with general funds, excise tax revenues, donations or self-help ventures, and other more flexible sources of financing.

Kenmore should investigate the possibility of implementing a wide range of joint recreational facility developments with the county and school district. These agencies could finance acquisition and development costs using open space and school facility development bonds, or conservation futures and real estate excise taxes - and Kenmore could finance annual operating and maintenance needs using service charges and general funds. Joint venture agreements could better match costs/benefits with users, avoid duplication, save cost, increase service, and allow each agency to make the best use of funds.

Finances

Parks, natural areas and trail development

Parks and trails benefit the largest percentage of the population and will probably be easier to obtain voted bond or property tax levy issues for than other more specialized uses. General obligation bond or special property tax levy packages could finance the high priority conservancies and trail acquisition and development proposals contained within the development plan chapter of this document.

When necessary and appropriate, Councilmanic bonds could be used to purchase sites when opportunities require fast action, or to match possible State of Washington Recreation & Conservation Office (RCO) state or federal grants for park and trail developments.

Special developments

Some proposed projects represent unique facilities that may not be easily financed with conventional funding methods. Kenmore should explore the opportunities that may be available for the development and funding of joint public/private facilities with private property owners or developers. Joint ventures could save costs, reduce annual program requirements, and provide city residents services and facilities not available otherwise.

Growth impact fee mitigation

Continued residential developments within Kenmore's unincorporated urban growth area will severely stress existing city and county facilities and services. Consequently, the city and the county should institute environmental and growth impact fee mitigation measures in accordance with the Washington State Growth Management Act (GMA) as a means of preserving unique sites and of requiring land developers to help finance facility developments offsetting project impacts.

PROS Funding Options 2026-2032

Kenmore's financial options for the next 6-year period (2026-2032) must generate sufficient revenue to maintain existing facilities, provide recreational program services, renovate facilities, and implement priority projects chosen from the 20-year (CFP) capital facility program.

Three alternative financial options illustrate the choices available Kenmore under an integrated funding strategy. The strategies combine possible scenarios concerning general funds, growth impact fees, REET, and approval of a property tax levy or levy lid lift.

The forecasts are conservative, based on the average trends indicated in capital facility program fund expenditures by the city during the past year. The projected revenues have been adjusted to account for expected increases in the tax and revenue base valuations over the 6-year forecast period.

Finances

Expenditures	Alternative 1	Alternative 2	Alternative 3
Administration	\$4,679,967	\$4,679,967	\$4,679,967
Events, Recreation	\$3,086,134	\$3,086,134	\$3,086,134
Park Maintenance	\$8,590,401	\$8,590,401	\$8,590,401
Renovate/Repair	\$8,578,638	\$8,578,638	\$8,578,638
PLOS Additions	\$38,512,316	\$38,512,316	\$38,512,316
Total	\$63,447,456	\$63,447,456	\$63,447,456
Revenues	Alternative 1	Alternative 2	Alternative 3
General Funds	\$19,198,097	\$19,198,097	\$19,198,097
Recreation Fees	\$0	\$0	\$0
Park Impact Fee	\$9,402,403	\$11,170,587	\$12,938,771
REET	\$5,001,738	\$6,252,172	\$7,502,607
Bond/levy	\$29,845,219	\$26,826,600	\$23,807,981
Total	\$63,447,456	\$63,447,456	\$63,447,456
Annual Cost Levy			
\$869,800 house value	\$82.85	\$74.47	\$66.09

Alternative 1

This scenario **would finance \$63,447,456** in combined Administration, Events and Recreation Services, Park Maintenance, Renovations and Repairs (R&R), and the proposed level-of-service (PLOS) facility improvements over the 6-year period if:

- **General Fund and other revenue contributions** – of \$19,198,097 would remain the same from property and sales taxes, Strategic Opportunities Fund, REET, Park Impact Fees (PIF), Walkways & Waterways, Parks Capital Fund, Public Arts Fund, Swamp Creek Basin Fund, Lakepointe Fund, Recreation Fees, King County Parks Levy, and state and federal grants remain in the same proportions as recent years **except for the property tax contribution would decline because of proposition 747 or the 1% tax limitation,**
- **Recreation cost recovery** – would be \$0 unless or until Kenmore decides to initiate and recover the cost of program services.
- **Park Impact Fee (PIF)** – would **increase to capture 55%** of the \$5,913 cost per person of maintaining Kenmore's existing level-of-service (ELOS) standards through additional population increases **equal to \$15,374 per dwelling unit** where the typical unit averages 2.60 residents,
- **Real Estate Excise Tax (REET)** – which **increase to 40%** of annual excise taxes to be devoted to PROS capital projects,
- **Property tax levy lid lift** – would be sought to finance remaining costs necessary over the 6-year period equal to **an annual property tax levy payment of \$82.85** for a city median \$869,800 house value for 6 years.

Finances

Alternative 2

This scenario **would finance the same \$63,447,456** in combined Administration, Events and Recreation Services, Park Maintenance, Renovations and Repairs (R&R), and the proposed level-of-service (PLOS) facility improvements over the 6-year period except:

- **General Fund and other revenue contributions** – would remain the same as Alternative 1,
- **Recreation cost recovery** – would be \$0 unless or until Kenmore decides to initiate and recover the cost of program services.
- **Park Impact Fee (PIF)** – would **increase to capture 65%** of the \$5,913 cost per person of maintaining Kenmore's existing level-of-service (ELOS) standards,
- **Real Estate Excise Tax (REET)** – which **increase to 50%** of annual excise taxes to be devoted to PROS capital projects,
- **Property tax levy lid lift** – would be sought to finance remaining costs necessary over the 6-year period equal to **an annual property tax levy payment of \$74.47** for a city median \$869,800 house value for 6 years.

Alternative 3

This scenario **would finance the same \$63,447,456** in combined Administration, Events and Recreation Services, Park Maintenance, Renovations and Repairs (R&R), and the proposed level-of-service (PLOS) facility improvements over the 6-year period except:

- **General Fund and other revenue contributions** – would remain the same as Alternative 1,
- **Recreation cost recovery** – would be \$0 unless or until Kenmore decides to initiate and recover the cost of program services.
- **Park Impact Fee (PIF)** – would **increase to capture 75%** of the \$5,913 cost per person of maintaining Kenmore's existing level-of-service (ELOS) standards,
- **Real Estate Excise Tax (REET)** – which **increase to 60%** of annual excise taxes to be devoted to PROS capital projects,
- **Property tax levy lid lift** – would be sought to finance remaining costs necessary over the 6-year period equal to **an annual property tax levy payment of \$66.09** for a city median \$869,800 house value for 6 years.

PROS Funding Options 2026-2046

If the 6-year financial options are effective, the scenarios should generate sufficient revenue to provide administration, program events and recreation, maintain existing facilities, renovate facilities, and implement priority projects, over the 20-year planning period.

The 3 alternative financial options were extended over the entire 20-year planning period to determine the impact of the scenarios.

Finances

Expenditures	Alternative 1	Alternative 2	Alternative 3
Administration	\$19,292,845	\$19,292,845	\$19,292,845
Events, Recreation	\$12,722,378	\$12,722,378	\$12,722,378
Park Maintenance	\$35,413,341	\$35,413,341	\$35,413,341
Renovate/Repair	\$35,364,851	\$35,364,851	\$35,364,851
PLOS Additions	\$144,331,271	\$144,331,271	\$144,331,271
Total	\$247,124,686	\$247,124,686	\$247,124,686
Revenues	Alternative 1	Alternative 2	Alternative 3
General Funds	\$70,670,117	\$70,670,117	\$70,670,117
Recreation Fees	\$0	\$0	\$0
Park Impact Fee	\$27,845,102	\$33,149,654	\$38,454,207
REET	\$20,619,323	\$25,774,154	\$30,928,984
Bond/levy	\$131,799,080	\$121,339,697	\$110,880,314
Total	\$250,933,622	\$250,933,622	\$250,933,622
Annual Cost Levy			
\$869,800 house value	\$26.96	\$24.82	\$22.68

Alternative 1

This scenario **would finance \$247,124,686** in combined Administration, Events and Recreation Services, Park Maintenance, Renovations and Repairs (R&R), and the proposed level-of-service (PLOS) facility improvements over the 6-year period if:

- **General Fund and other revenue contributions** – of \$210,760,157 would remain the same from property and sales taxes, Strategic Opportunities Fund, REET, Park Impact Fees (PIF), Walkways & Waterways, Parks Capital Fund, Public Arts Fund, Swamp Creek Basin Fund, Lakepointe Fund, Recreation Fees, King County Parks Levy, and state and federal grants remain in the same proportions as recent years **except for the property tax contribution would decline because of proposition 747 or the 1% tax limitation**,
- **Recreation cost recovery** – would be \$0 unless or until Kenmore decides to initiate and recover the cost of program services.
- **Park Impact Fee (PIF)** – would **increase to capture 55%** of the \$5,913 cost per person of maintaining Kenmore's existing level-of-service (ELOS) standards through additional population increases **equal to \$15,374 per dwelling unit** where the typical unit averages 2.60 residents,
- **Real Estate Excise Tax (REET)** – which **increase to 40%** of annual excise taxes to be devoted to PROS capital projects,
- **Property tax levy lid lift** – would be sought to finance remaining costs necessary over the 20-year period equal to **an annual property tax levy payment of \$26.96** for a city median \$869,800 house value for 20 years.

Finances

Alternative 2

This scenario **would finance the same \$247,124,656** in combined Administration, Events and Recreation Services, Park Maintenance, Renovations and Repairs (R&R), and the proposed level-of-service (PLOS) facility improvements over the 6-year period except:

- **General Fund and other revenue contributions** – would remain the same as Alternative 1,
- **Recreation cost recovery** – would be \$0 unless or until Kenmore decides to initiate and recover the cost of program services.
- **Park Impact Fee (PIF)** – would **increase to capture 65%** of the \$5,913 cost per person of maintaining Kenmore's existing level-of-service (ELOS) standards,
- **Real Estate Excise Tax (REET)** – which **increase to 50%** of annual excise taxes to be devoted to PROS capital projects,
- **Property tax levy lid lift** – would be sought to finance remaining costs necessary over the 20-year period equal to **an annual property tax levy payment of \$24.82** for a city median \$869,800 house value for 20 years.

Alternative 3

This scenario **would finance the same \$247,124,686** in combined Administration, Events and Recreation Services, Park Maintenance, Renovations and Repairs (R&R), and the proposed level-of-service (PLOS) facility improvements over the 6-year period except:

- **General Fund and other revenue contributions** – would remain the same as Alternative 1,
- **Recreation cost recovery** – would be \$0 unless or until Kenmore decides to initiate and recover the cost of program services.
- **Park Impact Fee (PIF)** – **would increase to capture 75%** of the \$5,913 cost per person of maintaining Kenmore's existing level-of-service (ELOS) standards,
- **Real Estate Excise Tax (REET)** – which **increase to 60%** of annual excise taxes to be devoted to PROS capital projects,
- **Property tax levy lid lift** – would be sought to finance remaining costs necessary over the 6-year period equal to **an annual property tax levy payment of \$22.68** for a city median \$869,800 house value for 20 years.

Findings

A feasible 6 and 20-year Kenmore financial option for park facilities and recreation programs lies between alternative 1 and 3 where:

- **General Fund and other revenue contributions** – from property and sales taxes, Strategic Opportunities Fund, REET, Park Impact Fees (PIF), Walkways & Waterways, Parks Capital Fund, Public Arts Fund, Swamp Creek Basin Fund, Lakepointe Fund, Recreation Fees, King County Parks Levy, and state and federal grants remain in the same proportions as recent years **except for the property tax contribution would decline because of proposition 747 or the 1% tax limitation,**
- **Recreation cost recovery** – would be \$0 unless or until Kenmore decides to initiate and recover the cost of program services.
- **Park Impact Fee (PIF)** – would **increase to capture 55-75%** of the \$5,913 cost per person of maintaining Kenmore's existing level-of-service (ELOS) standards through additional population increases,
- **Real Estate Excise Tax (REET)** – which **increase to 40-60%** of annual excise taxes to be devoted to PROS capital projects,
- **Property tax levy lid lift** – would be sought to finance remaining costs necessary over the 20-year period equal to **an annual property tax levy payment of \$26.96-22.68** for a city median \$869,800 house value for 20 years.

Kenmore Funds Strategy

Financial Strategies 2026-2032

6 Years

Proposed Expenditures

Proposed Expenditures	Amount	Units	%	Alternative 1	Alternative 2	Alternative 3
Administration	(\$725,330)	/year	2.9%	(\$4,679,967)	(\$4,679,967)	(\$4,679,967)
Events, Volunteers, Recreation	(\$478,308)	/year	2.9%	(\$3,086,134)	(\$3,086,134)	(\$3,086,134)
Parks Maintenance	(\$1,331,393)	/year	2.9%	(\$8,590,401)	(\$8,590,401)	(\$8,590,401)
Repair/Replacement (5% facilities/yr)	(\$1,329,570)	/year	2.9%	(\$8,578,638)	(\$8,578,638)	(\$8,578,638)
PLOS Land and Facility Additions	(\$35,813,520)	value	2.9%	(\$38,512,316)	(\$38,512,316)	(\$38,512,316)
Total Expenditures				(\$63,447,456)	(\$63,447,456)	(\$63,447,456)

Proposed Revenues

Capital Facility Programs	Total	PROS Plan	%	2.9% Inflate	Alternative 1	Alternative 2	Alternative 3
General Fund	\$17,860,266	\$2,535,031	14%	1.0%	\$15,595,549	\$15,595,549	\$15,595,549
Strategic Opportunities	\$0	\$0	100%	2.9%	\$0	\$0	\$0
REET 1 & 2	\$1,938,000	\$0	0%	2.9%	\$0	\$0	\$0
Park Impact Fees	\$302,500	\$50,000	17%	2.9%	\$322,610	\$322,610	\$322,610
Walkways & Waterways	\$100,000	\$2,050	2%	2.9%	\$13,227	\$13,227	\$13,227
Parks Capital Fund	\$280,000	\$143,200	51%	2.9%	\$923,954	\$923,954	\$923,954
Public Arts Fund	\$2,000	\$19,895	99.5%	2.9%	\$128,366	\$128,366	\$128,366
Swamp Creek Basin Fund	\$40,000	\$40,000	100%	2.9%	\$258,088	\$258,088	\$258,088
Lakepointe Fund	\$0	\$0	100%	2.9%	\$0	\$0	\$0
Recreation Fees	\$0	\$0	100%	2.9%	\$0	\$0	\$0
King County Park Levy	\$53,200	\$53,200	100%	2.9%	\$343,257	\$343,257	\$343,257
Grants - RCO, DOC	\$250,000	\$250,000	100%	2.9%	\$1,613,048	\$1,613,048	\$1,613,048
CFP Totals	\$20,825,966	\$3,093,376			\$19,198,097	\$19,198,097	\$19,198,097
DIFFERENCE BETWEEN EXPENDITURES AND REVENUES					(\$44,249,359)	(\$44,249,359)	(\$44,249,359)

Kenmore Funds Strategy

6-year Strategy Options - Combine Annual Revenues

Option 1 - Recreation Cost Recovery	Expenditures	Rate	Revenue	Alternative 1	Alternative 2	Alternative 3
Recreation cost/operations	\$0	####	\$0			
Deficit	\$0	####				
Recreation program/operations cost recovery rate				0%	0%	0%
Additional amount recovered first annual			\$0	\$0	\$0	\$0
Additional recreation program/operations cost recovered		2.9%		\$0	\$0	\$0

Option 2 - Park Impact Fee (PIF)	2025	per/du	2045	2030	2030	2030
Population in city limits	24,520		33,491	2,990	2,990	2,990
ELOS local/regional value/person	\$5,913	2.60	\$15,374	\$5,913	\$5,913	\$5,913
Percent of value assessed for fee				55%	65%	75%
Fee assessed per additional person				\$3,252	\$3,843	\$4,435
Additional Park Impact Fee (PIF) Revenue				\$9,402,403	\$11,170,587	\$12,938,771

Option 3 - Real Estate Excise Tax (REET) 1&2						
Annual average real estate sales year 2025		2.9%	\$387,600,000	\$2,500,868,882	\$2,500,868,882	\$2,500,868,882
Assessed rate per \$1.00 sales			\$0.0050	\$0.0050	\$0.0050	\$0.0050
Annual allocation for PROS Plan projects				40%	50%	60%
Additional REET allocation				\$5,001,738	\$6,252,172	\$7,502,607

Option 4 - Property Tax Levy (PTLevy)						
Assessed valuation 2025	\$7,988,619,847	2.9%	\$8,220,289,823	\$8,703,979,896	\$8,703,979,896	\$8,703,979,896
PTLevy requirement				\$29,845,219	\$26,826,600	\$23,807,981
Assessed average annual rate per \$1.00 (3)				\$0.00057	\$0.00051	\$0.00046

TOTAL CFP + RCTN + PIF + REET + PTLevy	\$63,447,456	\$63,447,456	\$63,447,456
DIFFERENCE BETWEEN EXPENDITURES AND REVENUES	\$0	\$0	\$0

Median house value ACS 2019-2023	\$100,000	\$9.52	\$8.56	\$7.60
	\$869,800	\$82.85	\$74.47	\$66.09

Note:

1. GMA does not allow growth requirements to be financed 100% with growth impact fees.
 2. GO bond capitalized with financing at 6.00% interest for 6 years.
 3. Property tax levy proceeds accumulated over 6 year period with no interest.
- *General Fund property tax amount shown includes all sources of funds from General Fund in addition to property tax.

Kenmore Funds Strategy

Financial Strategies 2026-2032

20 Years

Proposed Expenditures

Proposed Expenditures	Amount	Units	%	Alternative 1	Alternative 2	Alternative 3
Administration	(\$725,330)	/year	2.9%	(\$19,292,845)	(\$19,292,845)	(\$19,292,845)
Enrichment Services	(\$478,308)	/year	2.9%	(\$12,722,378)	(\$12,722,378)	(\$12,722,378)
Parks Operations	(\$1,331,393)	/year	2.9%	(\$35,413,341)	(\$35,413,341)	(\$35,413,341)
Repair/Replacement (5% facilities/yr)	(\$1,329,570)	/year	2.9%	(\$35,364,851)	(\$35,364,851)	(\$35,364,851)
PLOS Land and Facility Additions	(\$108,525,000)	value	2.9%	(\$144,331,271)	(\$144,331,271)	(\$144,331,271)
Total Expenditures				(\$247,124,686)	(\$247,124,686)	(\$247,124,686)

Proposed Revenues

Capital Facility Programs	Total	PROS Plan	%	2.9% Inflate	Alternative 1	Alternative 2	Alternative 3
General Fund	\$17,860,266	\$2,535,031	14%	1.0%	\$55,818,858	\$55,818,858	\$55,818,858
Strategic Opportunities	\$0	\$0	0%	2.9%	\$0	\$0	\$0
REET 1 & 2	\$1,938,000	\$0	0%	2.9%	\$0	\$0	\$0
Park Impact Fees	\$302,500	\$50,000	17%	2.9%	\$1,329,936	\$1,329,936	\$1,329,936
Walkways & Waterways	\$100,000	\$2,050	2%	2.9%	\$54,527	\$54,527	\$54,527
Parks Capital Fund	\$280,000	\$143,200	51%	2.9%	\$3,808,936	\$3,808,936	\$3,808,936
Public Arts Fund	\$2,000	\$19,895	99.5%	2.9%	\$529,181	\$529,181	\$529,181
Swamp Creek Basin Fund	\$40,000	\$40,000	100%	2.9%	\$1,063,949	\$1,063,949	\$1,063,949
Lakepointe Fund	\$0	\$0	100%	2.9%	\$0	\$0	\$0
Recreation Fees	\$0	\$0	100%	2.9%	\$0	\$0	\$0
King County Park Levy	\$53,200	\$53,200	100%	2.9%	\$1,415,052	\$1,415,052	\$1,415,052
Grants - RCO, DOC	\$250,000	\$250,000	100%	2.9%	\$6,649,678	\$6,649,678	\$6,649,678
CFP Totals	\$20,825,966	\$3,093,376			\$70,670,117	\$70,670,117	\$70,670,117

DIFFERENCE BETWEEN EXPENDITURES AND REVENUES (\$176,454,569) (\$176,454,569) (\$176,454,569)

Kenmore Funds Strategy

20-year Strategy Options - Combine Annual Revenues

Option 1 - Recreation Cost Recovery	Expenditures	Rate	Revenue	Alternative 1	Alternative 2	Alternative 3
Recreation cost/operations	\$0	####	\$0			
Deficit	\$0	####				
Recreation program/operations cost recovery rate				0%	0%	0%
Additional amount recovered first annual			\$0	\$0	\$0	\$0
Additional recreation program/operations cost recovered		2.9%		(\$3,808,936)	(\$3,808,936)	(\$3,808,936)

Option 2 - Growth Impact Fee (GIF)	2025	per/du	2045	2045	2045	2045
Population in city limits	24,520		33,491	8,971	8,971	8,971
ELOS local/regional value/person	\$5,913	2.60	\$15,374	\$5,913	\$5,913	\$5,913
Percent of value assessed for fee				55%	65%	75%
Fee assessed per additional person				\$3,252	\$3,843	\$4,435
Additional Park Impact Fee (PIF) Revenue				\$27,845,102	\$33,149,654	\$38,454,207

Option 3 - Real Estate Excise Tax (REET) 1&2						
Annual average real estate sales year 2025		2.9%	\$387,600,000	\$10,309,661,458	\$10,309,661,458	\$10,309,661,458
Assessed rate per \$1.00 sales			\$0.0050	\$0.0050	\$0.0050	\$0.0050
Annual allocation for PROS Plan projects				40%	50%	60%
Additional REET allocation				\$20,619,323	\$25,774,154	\$30,928,984

Option 4 - Property Tax Levy (PTLevy)						
Assessed valuation 2022	\$7,988,619,847	2.9%	\$8,220,289,823	\$10,632,257,903	\$10,632,257,903	\$10,632,257,903
PTLevy requirement				\$131,799,080	\$121,339,697	\$110,880,314
Assessed average annual rate per \$1.00 (3)				\$0.00062	\$0.00057	\$0.00052

TOTAL CFP + RCTN + PIF + REET + PTLevy	\$247,124,686	\$247,124,686	\$247,124,686
DIFFERENCE BETWEEN EXPENDITURES AND REVENUES	(\$0)	(\$0)	(\$0)

Median house value ACS 2019-2023	\$100,000	\$3.10	\$2.85	\$2.61
	\$869,800	\$26.96	\$24.82	\$22.68

Note:

1. GMA does not allow growth requirements to be financed 100% with growth impact fees.
 2. GO bond capitalized with financing at 6.00% interest for 6 years.
 3. Property tax levy proceeds accumulated over 6 year period with no interest.
- *General Fund property tax amount shown includes all sources of funds from General Fund in addition to property tax.

Cost Facility

Prototype Facility Development Costs

Playground - 10 child capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear playground, parking, access road	acre	\$4,000	0.5	\$2,000
b	Earthwork for playground, parking, access road	cu yd	\$15	746	\$11,190
c	Site preparation, 12" depth Fibar @ 100'distance	sq ft	\$10	15,700	\$157,000
d	Medium play structure	each	\$75,000	1	\$48,000
e	Parent bench, w/concrete support	each	\$2,400	3	\$7,200
f	Trash receptable w/concrete support	each	\$2,400	2	\$4,800
g	Drinking fountain, precast concrete	each	\$6,000	1	\$6,000
h	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
i	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	3,000	\$27,000
j	Wheel stops, 10"x6"x8' precast concrete	each	\$225	10	\$2,250
k	Access road, 2"asphalt concrete/4" crushed rock	sq ft	\$8	1,200	\$9,600
l	Water service, 8" service line	lr ft	\$90	100	\$9,000
m	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per playground					\$298,440
Estimate contingency 10%					10% \$29,844
Total construction cost per playground					\$328,284

a	Construction sales tax (const)	9%			\$29,546
b	Design/engineering fees (const)	12%			\$39,394
c	Financing costs (const, tax, design)	8%			\$31,778
d	Contingency (const, tax, design, financing)	10%			\$42,900
Total development cost per playground					\$471,902

Spray Park - 10 child capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear site, parking, access road	acre	\$4,000	0.5	\$2,000
b	Earthwork for spray park, parking, access road	cu yd	\$15	746	\$11,190
c	Site preparation, concrete platform	sq ft	\$12	15,700	\$188,400
d	Spray fixtures	each	\$10,000	8	\$80,000
e	Timing control mechanisms	each	\$14,000	1	\$14,000
f	Parent bench, w/conc support	each	\$2,400	3	\$7,200
g	Trash receptable w/concrete support	each	\$2,400	2	\$4,800
h	Drinking fountain, precast concrete	each	\$6,000	1	\$6,000
i	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
j	Parking, 2"asphalt concrete/4" crushed rock	sq ft	\$9	3,000	\$27,000
k	Wheel stops, 10"x6"x8' precast concrete	each	\$225	10	\$2,250
l	Access road, 2"asphalt concrete/4" crushed rock	sq ft	\$8	1,200	\$9,600
m	Water service, 8" service line	lr ft	\$90	250	\$22,500
n	Water meter, 2" size	each	\$12,000	1	\$12,000
o	Drainage, 8" line	each	\$60	250	\$15,000
Subtotal construction cost per playground					\$404,340
Estimate contingency 10%					10% \$40,434
Total construction cost per playground					\$444,774

a	Construction sales tax (const)	9%			\$40,030
b	Design/engineering fees (const)	12%			\$53,373
c	Financing costs (const, tax, design)	8%			\$43,054
d	Contingency (const, tax, design, financing)	10%			\$58,123
Total development cost per playground					\$639,354

Cost Facility

Grassy Playfield - 1 acre

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	1	\$4,000
b	Earthwork for field, structures, parking	cu yd	\$15	1,613	\$24,200
c	Restroom facility, sani-can w/concrete	each	\$2,250	2	\$4,500
d	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
e	Playfield, grass seed w/subdrain	sq ft	\$8.50	43,560	\$370,260
f	Irrigation system-quick coupler	sq ft	\$2	43,560	\$87,120
g	Drinking fountain	each	\$6,000	1	\$6,000
h	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
i	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	6,000	\$54,000
j	Wheel stops, 10"x6"x8' precast concrete	each	\$225	35	\$7,875
k	Access road, 2"asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
l	Water service, 8" service line	lr ft	\$90	500	\$45,000
m	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per field					\$660,555
Estimate contingency 10%					\$66,056
Total construction cost per field					\$726,611

a	Construction sales tax (const)	9%			\$65,395
b	Design/engineering fees (const)	12%			\$87,193
c	Financing costs (const, tax, design)	8%			\$70,336
d	Contingency (const, tax, design, financing)	10%			\$94,953
Total development cost per field					\$1,044,488

Outdoor Handball Courts - 3 wall 20' x 40'

		Unit	Unit cost	Quantity	Quantity Cost
a	Earthwork for court and support area	cu yd	\$15	50	\$750
b	3"asphalt/4"aggreg/6"gravel	sq ft	\$12	1,000	\$12,000
c	Concrete side walls	lr ft	\$400	80	\$32,000
d	Trash receptacles w/concrete support	each	\$2,400	1	\$2,400
e	Drinking fountain	each	\$6,000	1	\$6,000
f	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	600	\$5,400
h	Wheel stops, 10"x6"x8' precast concrete	each	\$225	2	\$450
i	Access road, 2"asphalt concrete/4" crushed rock	sq ft	\$8	600	\$4,800
j	Water service, 8" service line	lr ft	\$90	100	\$9,000
k	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per court					\$87,200
Estimate contingency 10%					\$8,720
Total construction cost per court					\$95,920

a	Construction sales tax (const)	9%			\$8,633
b	Design/engineering fees (const)	12%			\$11,510
c	Financing costs (const, tax, design)	8%			\$9,285
d	Contingency (const, tax, design, financing)	10%			\$12,535
Total development cost per court					\$137,883

Cost Facility

Outdoor Basketball - 70' x 114'

		Unit	Unit cost	Quantity	Quantity Cost
a	Earthwork for court, parking, access road	cu yd	\$15	460	\$6,900
b	3"asphalt/4"aggreg/6"gravel	sq ft	\$12	7,980	\$95,760
c	Standards w/hoop and net, 6" steel poles	each	\$3,600	2	\$7,200
d	Trash receptacles w/concrete support	each	\$2,400	1	\$2,400
e	Drinking fountain	each	\$6,000	1	\$6,000
f	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	3,000	\$27,000
h	Wheel stops, 10"x6"x8' precast concrete	each	\$225	10	\$2,250
i	Access road, 2"asphalt concrete/4" crushed rock	sq ft	\$8	1,200	\$9,600
j	Water service, 8" service line	lr ft	\$90	100	\$9,000
k	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per court

Estimate contingency 10%

10%

Total construction cost per court

\$180,510
\$18,051
\$198,561

a	Construction sales tax (const)	9%			\$17,870
b	Design/engineering fees (const)	12%			\$23,827
c	Financing costs (const, tax, design)	8%			\$19,221
d	Contingency (const, tax, design, financing)	10%			\$25,948

Total development cost per court
\$285,427

Outdoor Volleyball - 42' x 72'

		Unit	Unit cost	Quantity	Quantity Cost
a	Earthwork for court, parking, access road	cu yd	\$15	276	\$4,140
b	Playing surface, 6" sand/compacted subg.	cu yd	\$60	56	\$3,360
c	Boundary lines, imbedded 4" x 4" cedar	lr ft	\$10	180	\$1,800
d	Net and anchors, 6" x 6" treated wood pos.	each	\$1,600	1	\$1,600
e	Line judges stand, galvanized pipe w/2" x 4"	each	\$1,800	2	\$3,600
f	Players bench, w/concrete support	each	\$1,800	2	\$3,600
g	Trash receptacles w/concrete support	each	\$2,400	1	\$2,400
h	Drinking fountain	each	\$6,000	1	\$6,000
i	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
j	Parking, 2"asphalt concrete/4" crushed rock	sq ft	\$9	3,000	\$27,000
k	Wheel stops, 10"x6"x8' precast concrete	each	\$225	10	\$2,250
l	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	1,200	\$9,600
m	Water service, 8" service line	lr ft	\$90	100	\$9,000
n	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per court

Estimate contingency 10%

10%

Total construction cost per court

\$88,750
\$8,875
\$97,625

a	Construction sales tax (const)	9%			\$8,786
b	Design/engineering fees (const)	12%			\$11,715
c	Financing costs (const, tax, design)	8%			\$9,450
d	Contingency (const, tax, design, financing)	10%			\$12,758

Total development cost per court
\$140,334

Cost Facility

Outdoor Tennis - 60' x 120' with lights

		Unit	Unit cost	Quantity	Quantity Cost
a	Earthwork for court, parking, access road	cu yd	\$15	320	\$4,800
b	Colorcoat/1" asphalt/2" asphalt/4" crushed rock	sq ft	\$16	7,200	\$115,200
c	Perimeter fencing, 12' galvanized w/1.75'	lr ft	\$50	360	\$18,000
d	Lighting system, 4 poles w/2 km project	system	\$350,000	1	\$350,000
e	Net and anchors, 3.5" galvanized pipe pos.	each	\$2,000	1	\$2,000
f	Trash receptacles w/concrete support	each	\$2,400	1	\$2,400
g	Drinking fountain	each	\$6,000	1	\$6,000
h	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
i	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	1,200	\$10,800
j	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	4	\$900
k	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	1,200	\$9,600
l	Water service, 8" service line	lr ft	\$90	100	\$9,000
m	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per court					\$543,100
Estimate contingency 10%					\$54,310
Total construction cost per court					\$597,410

a	Construction sales tax (const)	9%			\$53,767
b	Design/engineering fees (const)	12%			\$71,689
c	Financing costs (const, tax, design)	8%			\$57,829
d	Contingency (const, tax, design, financing)	10%			\$78,070
Total development cost per field					\$858,765

Outdoor Tennis - 60' x 120' without lights

		Unit	Unit cost	Quantity	Quantity Cost
a	Earthwork for court, parking, access road	cu yd	\$15	320	\$4,800
b	Colorcoat/1" asphalt/2" asphalt/4" crushed rock	sq ft	\$16	7,200	\$115,200
c	Perimeter fencing, 12' galvanized w/1.75'	lr ft	\$50	360	\$18,000
d	Net and anchors, 3.5" galvanized pipe pos.	each	\$2,000	1	\$2,000
e	Trash receptacles w/concrete support	each	\$2,400	1	\$2,400
f	Drinking fountain	each	\$6,000	1	\$6,000
g	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
h	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	1,200	\$10,800
i	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	4	\$900
j	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	1,200	\$9,600
k	Water service, 8" service line	lr ft	\$90	100	\$9,000
l	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per court					\$193,100
Estimate contingency 10%					\$19,310
Total construction cost per court					\$212,410

a	Construction sales tax (const)	9%			\$19,117
b	Design/engineering fees (const)	12%			\$25,489
c	Financing costs (const, tax, design)	8%			\$20,561
d	Contingency (const, tax, design, financing)	10%			\$27,758
Total development cost per court					\$305,335

Cost Facility

Football Field - 150' x 300'

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	2	\$8,000
b	Earthwork, 1' depth	cu yd	\$15	1,667	\$25,000
c	Playing surface, grass turf/12" sand w/su.	sq ft	\$12	45,000	\$540,000
d	Irrigation system - quick coupler	sq ft	\$2	45,000	\$90,000
e	Spectator stands, movable metal (40 seats)	each	\$10,000	4	\$40,000
f	Restroom facility, sani-can on concrete p.	each	\$2,250	2	\$4,500
g	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
h	Drinking fountain	each	\$6,000	1	\$6,000
i	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
j	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
k	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	50	\$11,250
l	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
m	Water service, 8" service line	lr ft	\$90	500	\$45,000
n	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field
\$962,350

Estimate contingency 10%

10%

\$96,235

Total construction cost per field

\$1,058,585

a	Construction sales tax (const)	9%			\$95,273
b	Design/engineering fees (const)	12%			\$127,030
c	Financing costs (const, tax, design)	8%			\$102,471
d	Contingency (const, tax, design, financing)	10%			\$138,336

Total development cost per field
\$1,521,695

Soccer Field - 240' x 330' with grass turf

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	2.1	\$8,400
b	Earthwork for field, structures, parking	cu yd	\$15	5,094	\$76,410
c	Playing surface, grass turf/12" sand w/su.	sq ft	\$12	79,200	\$950,400
d	Irrigation system - quick coupler	sq ft	\$2	79,200	\$158,400
e	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
f	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
g	Drinking fountain	each	\$6,000	1	\$6,000
h	Restroom facility, sani-can w/concrete platform	each	\$2,250	2	\$4,500
i	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
j	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
k	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	50	\$11,250
l	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
m	Water service, 8" service line	lr ft	\$90	500	\$45,000
n	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field
\$1,472,960

Estimate contingency 10%

10%

\$147,296

Total construction cost per field

\$1,620,256

a	Construction sales tax (const)	9%			\$145,823
b	Design/engineering fees (const)	12%			\$194,431
c	Financing costs (const, tax, design)	8%			\$156,841
d	Contingency (const, tax, design, financing)	10%			\$211,735

Total development cost per field
\$2,329,086

Cost Facility

Soccer Field - 240' x 330' with dirt surface

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	2.1	\$8,400
b	Earthwork for field, structures, parking	cu yd	\$15	5,094	\$76,410
c	Playing surface, cinder w/subdrain	sq ft	\$1.50	79,200	\$118,800
d	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
e	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
f	Drinking fountain	each	\$6,000	1	\$6,000
g	Restroom facility, sani-can on concrete platform	each	\$2,250	2	\$4,500
h	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
i	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
j	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	50	\$11,250
k	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
l	Water service, 8" service line	lr ft	\$90	500	\$45,000
m	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field
\$482,960

Estimate contingency 10%

10%

\$48,296

Total construction cost per field

\$531,256

a	Construction sales tax (const)	9%			\$47,813
b	Design/engineering fees (const)	12%			\$63,751
c	Financing costs (const, tax, design)	8%			\$51,426
d	Contingency (const, tax, design, financing)	10%			\$69,425

Total development cost per field
\$763,670

Soccer Field - 300' x 390' with turf lights

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	3.1	\$12,400
b	Earthwork for field, structures, parking	cu yd	\$15	5,094	\$76,410
c	Playing surface, synthetic turf/12" sand	sq ft	\$30	117,000	\$3,510,000
d	Irrigation system - quick coupler	sq ft	\$2	117,000	\$234,000
e	Lighting system, 8 poles w/luminaires	system	\$650,000	1	\$650,000
f	Goal posts, galvanized pipe	each	\$4,500	2	\$9,000
g	Spectator stands, movable metal (50 seats)	each	\$10,000	4	\$40,000
h	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
i	Drinking fountain	each	\$6,000	1	\$6,000
j	Restroom facility, sani-can w/concrete platform	each	\$2,250	2	\$4,500
k	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
l	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
m	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	50	\$11,250
n	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
o	Water service, 8" service line	lr ft	\$90	500	\$45,000
p	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field
\$4,791,160

Estimate contingency 10%

10%

\$479,116

Total construction cost per field

\$5,270,276

a	Construction sales tax (const)	9%			\$474,325
b	Design/engineering fees (const)	12%			\$632,433
c	Financing costs (const, tax, design)	8%			\$510,163
d	Contingency (const, tax, design, financing)	10%			\$688,720

Total development cost per field
\$7,575,916

Cost Facility

Soccer Field - regulation 300' x 390' with grass lights

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	3.1	\$12,400
b	Earthwork for field, structures, parking	cu yd	\$15	5,094	\$76,410
c	Playing surface, grass turf/12" sand w/su.	sq ft	\$12	117,000	\$1,404,000
d	Irrigation system - quick coupler	sq ft	\$2	117,000	\$234,000
e	Lighting system, 8 poles w/luminaires	system	\$650,000	1	\$650,000
f	Goal posts, galvanized pipe	each	\$4,500	2	\$9,000
g	Spectator stands, movable metal (50 seats)	each	\$10,000	4	\$40,000
h	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
i	Drinking fountain	each	\$6,000	1	\$6,000
j	Restroom facility, sani-can w/concrete platform	each	\$2,250	2	\$4,500
k	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
l	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
m	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	50	\$11,250
n	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
o	Water service, 8" service line	lr ft	\$90	500	\$45,000
p	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field

Estimate contingency 10%

Total construction cost per field

10%

\$2,685,160

\$268,516

\$2,953,676

a	Construction sales tax (const)	9%			\$265,831
b	Design/engineering fees (const)	12%			\$354,441
c	Financing costs (const, tax, design)	8%			\$285,916
d	Contingency (const, tax, design, financing)	10%			\$385,986

Total development cost per field

\$4,245,850

Soccer Field - regulation 300' x 390' with dirt surface

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	3.1	\$12,400
b	Earthwork for field, structures, parking	cu yd	\$15	5,094	\$76,410
c	Playing surface, cinder w/subdrain	sq ft	\$1.50	117,000	\$175,500
d	Goal posts, galvanized pipe	each	\$4,500	2	\$9,000
e	Spectator stands, movable metal (50 seats)	each	\$10,000	4	\$40,000
f	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
g	Drinking fountain	each	\$6,000	1	\$6,000
h	Restroom facility, sani-can w/concrete platform	each	\$2,250	2	\$4,500
i	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
j	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
k	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	50	\$11,250
l	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
m	Water service, 8" service line	lr ft	\$90	500	\$45,000
n	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field

Estimate contingency 10%

Total construction cost per field

10%

\$572,660

\$57,266

\$629,926

a	Construction sales tax (const)	9%			\$56,693
b	Design/engineering fees (const)	12%			\$75,591
c	Financing costs (const, tax, design)	8%			\$60,977
d	Contingency (const, tax, design, financing)	10%			\$82,319

Total development cost per field

\$905,506

Cost Facility

Baseball Field - 200' with grass turf

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	1.2	\$4,800
b	Earthwork for field, structures, parking	cu yd	\$15	2,586	\$38,790
c	Infield mix w/subdrain	cu yd	\$55	133	\$7,333
d	Backstop, 3" pipe posts w/supports, 2"ch.	each	\$12,500	1	\$12,500
e	Players bench, w/concrete support	each	\$1,600	4	\$6,400
f	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
g	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
h	Drinking fountain	each	\$6,000	1	\$6,000
i	Restroom facility, sani-can w/concrete platform	sq ft	\$2,250	2	\$4,500
j	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
k	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	10,500	\$94,500
l	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
m	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
n	Water service, 8" service line	lr ft	\$90	500	\$45,000
o	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per field					\$305,298
Estimate contingency 10%					\$30,530
Total construction cost per field					\$335,828

a	Construction sales tax (const)	9%			\$30,225
b	Design/engineering fees (const)	12%			\$40,299
c	Financing costs (const, tax, design)	8%			\$32,508
d	Contingency (const, tax, design, financing)	10%			\$43,886
Total development cost per field					\$482,746

Baseball Field - 200' with dirt surface

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	1.2	\$4,800
b	Earthwork for field, structures, parking	cu yd	\$15	2,586	\$38,790
c	Infield mix w/ subdrain	cu yd	\$55	133	\$7,333
d	Backstop, 3" pipe posts w/supports, 2" ch.	each	\$12,500	1	\$12,500
e	Players bench, w/concrete support	each	\$1,600	4	\$6,400
f	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
g	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
h	Drinking fountain	each	\$6,000	1	\$6,000
i	Restroom facility, sani-can w/concrete platform	sq ft	\$2,250	2	\$4,500
j	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
k	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	10,500	\$94,500
l	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
m	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
n	Water service, 8" service line	lr ft	\$90	500	\$45,000
o	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per field					\$305,298
Estimate contingency 10%					\$30,530
Total construction cost per field					\$335,828

a	Construction sales tax (const)	9%			\$30,225
b	Design/engineering fees (const)	12%			\$40,299
c	Financing costs (const, tax, design)	8%			\$32,508
d	Contingency (const, tax, design, financing)	10%			\$43,886
Total development cost per field					\$482,746

Cost Facility

Baseball Field - 250' with grass/lights/concession

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	3.1	\$12,400
b	Earthwork for field, structures, parking	cu yd	\$15	3,700	\$55,500
c	Infield mix w/subdrain	cu yd	\$55	300	\$16,500
d	Outfield, grass turf/12" sand w/subdrain	sq ft	\$12	44,700	\$536,400
e	Irrigation system - quick coupler	sq ft	\$2	44,700	\$89,400
f	Lighting system, 8 poles w/luminaires	system	\$650,000	1	\$650,000
g	Backstop, 3" pipe posts w/supports, 2" ch.	each	\$12,500	1	\$12,500
h	Players bench, w/concrete support	each	\$1,600	4	\$6,400
i	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
j	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
k	Drinking fountain	each	\$6,000	1	\$6,000
l	Concession facility, warming and refriger.	sq ft	\$442	250	\$110,500
m	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
n	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	10,500	\$94,500
o	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
p	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
q	Water service, 8" service line	lr ft	\$90	500	\$45,000
r	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field

Estimate contingency 10%

10%

Total construction cost per field

\$1,720,575
\$172,058
\$1,892,633

a	Construction sales tax (const)	9%			\$170,337
b	Design/engineering fees (const)	12%			\$227,116
c	Financing costs (const, tax, design)	8%			\$183,207
d	Contingency (const, tax, design, financing)	10%			\$247,329

Total development cost per field
\$2,720,621

Baseball Field - 250' w/o lights or concession

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	3.1	\$12,400
b	Earthwork for field, structures, parking	cu yd	\$15	3,700	\$55,500
c	Infield mix w/ subdrain	cu yd	\$55	300	\$16,500
d	Outfield, grass turf/12" sand w/subdrain	sq ft	\$12	44,700	\$536,400
e	Irrigation system - quick coupler	sq ft	\$2	44,700	\$89,400
f	Backstop, 3" pipe posts w/supports, 2" ch.	each	\$12,500	1	\$12,500
g	Players bench, w/concrete support	each	\$1,600	4	\$6,400
h	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
i	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
j	Drinking fountain	each	\$6,000	1	\$6,000
k	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
l	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	10,500	\$94,500
m	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
n	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
o	Water service, 8" service line	lr ft	\$90	500	\$45,000
p	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field

Estimate contingency 10%

10%

Total construction cost per field

\$960,075
\$96,008
\$1,056,083

a	Construction sales tax (const)	9%			\$95,047
b	Design/engineering fees (const)	12%			\$126,730
c	Financing costs (const, tax, design)	8%			\$102,229
d	Contingency (const, tax, design, financing)	10%			\$138,009

Total development cost per field
\$1,518,997

Cost Facility

Baseball Field - 300' w/turf/lights/concession

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	3.5	\$14,000
b	Earthwork for field, structures, parking	cu yd	\$15	4,000	\$60,000
c	Infield mix w/subdrain	cu yd	\$55	296	\$16,296
d	Outfield, grass turf/12" sand w/subdrain	sq ft	\$30	38,000	\$1,140,000
e	Irrigation system - quick coupler	sq ft	\$2	45,000	\$90,000
f	Lighting system, 8 poles w/luminaires	system	\$650,000	1	\$650,000
g	Backstop, 3" pipe posts w/supports, 2" ch.	each	\$12,500	1	\$12,500
h	Players bench, w/concrete support	each	\$1,600	4	\$6,400
i	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
j	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
k	Drinking fountain	each	\$6,000	1	\$6,000
l	Concession facility, warming and refriger.	sq ft	\$442	250	\$110,500
m	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
n	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
o	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
p	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
q	Water service, 8" service line	lr ft	\$90	500	\$45,000
r	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field

Estimate contingency 10%

10%

Total construction cost per field

\$2,371,171

\$237,117

\$2,608,288

a	Construction sales tax (const)	9%			\$234,746
b	Design/engineering fees (const)	12%			\$312,995
c	Financing costs (const, tax, design)	8%			\$252,482
d	Contingency (const, tax, design, financing)	10%			\$340,851

Total development cost per field**\$3,749,362**

Baseball Field - 300' w/grass/lights/concession

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	3.5	\$14,000
b	Earthwork for field, structures, parking	cu yd	\$15	4,000	\$60,000
c	Infield mix w/subdrain	cu yd	\$55	296	\$16,296
d	Outfield, grass turf/12" sand w/subdrain	sq ft	\$8	38,000	\$304,000
e	Irrigation system - quick coupler	sq ft	\$2	45,000	\$90,000
f	Lighting system, 8 poles w/luminaires	system	\$650,000	1	\$650,000
g	Backstop, 3" pipe posts w/supports, 2" ch.	each	\$12,500	1	\$12,500
h	Players bench, w/concrete support	each	\$1,600	4	\$6,400
i	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
j	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
k	Drinking fountain	each	\$6,000	1	\$6,000
l	Concession facility, warming and refriger.	sq ft	\$442	250	\$110,500
m	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
n	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
o	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
p	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
q	Water service, 8" service line	lr ft	\$90	500	\$45,000
r	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field

Estimate contingency 10%

10%

Total construction cost per field

\$1,535,171

\$153,517

\$1,688,688

a	Construction sales tax (const)	9%			\$151,982
b	Design/engineering fees (const)	12%			\$202,643
c	Financing costs (const, tax, design)	8%			\$163,465
d	Contingency (const, tax, design, financing)	10%			\$220,678

Total development cost per field**\$2,427,456**

Cost Facility

Baseball Field - 300' w/dirt w/o lights/concession

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	3.5	\$14,000
b	Earthwork for field, structures, parking	cu yd	\$15	4,000	\$60,000
c	Infield mix w/subdrain	cu yd	\$55	296	\$16,296
d	Backstop, 3" pipe posts w/supports, 2" ch.	each	\$12,500	1	\$12,500
e	Players bench, w/concrete support	each	\$1,600	4	\$6,400
f	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
g	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
h	Drinking fountain	each	\$6,000	1	\$6,000
i	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
j	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
k	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
l	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
m	Water service, 8" service line	lr ft	\$90	500	\$45,000
n	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per field					\$380,671
Estimate contingency 10%					\$38,067
Total construction cost per field					\$418,738

a	Construction sales tax (const)	9%			\$37,686
b	Design/engineering fees (const)	12%			\$50,249
c	Financing costs (const, tax, design)	8%			\$40,534
d	Contingency (const, tax, design, financing)	10%			\$54,721
Total development cost per field					\$601,928

Softball Field - 200-300' w/grass/lights/concession

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	0.8	\$3,200
b	Earthwork for field, structures, parking	cu yd	\$15	1,335	\$20,025
c	Infield mix w/subdrain	cu yd	\$55	150	\$8,250
d	Outfield, grass turf/12" sand w/subdrain	sq ft	\$8	15,950	\$127,600
e	Irrigation system - quick coupler	sq ft	\$2	15,950	\$31,900
f	Lighting system, 5 poles w/luminaires	system	\$350,000	1	\$350,000
g	Backstop, 3" pipe posts w/supports, 2" ch.	each	\$12,500	1	\$12,500
h	Players bench, w/concrete support	each	\$1,600	4	\$6,400
i	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
j	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
k	Drinking fountain	each	\$6,000	1	\$6,000
l	Concession facility, warming and refriger.	sq ft	\$442	250	\$110,500
m	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
n	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	10,500	\$94,500
o	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
p	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
q	Water service, 8" service line	lr ft	\$90	500	\$45,000
r	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per field					\$901,350
Estimate contingency 10%					\$90,135
Total construction cost per field					\$991,485

a	Construction sales tax (const)	9%			\$89,234
b	Design/engineering fees (const)	12%			\$118,978
c	Financing costs (const, tax, design)	8%			\$95,976
d	Contingency (const, tax, design, financing)	10%			\$129,567
Total development cost per field					\$1,425,240

Cost Facility

Softball Field - 200-300' w/dirt w/o lights/concession

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, structures, parking, access road	acre	\$4,000	0.8	\$3,200
b	Earthwork for field, structures, parking	cu yd	\$15	1,335	\$20,025
c	Infield mix w/subdrain	cu yd	\$55	150	\$8,250
d	Backstop, 3" pipe posts w/supports, 2" ch.	each	\$12,500	1	\$12,500
e	Players bench, w/concrete support	each	\$1,600	4	\$6,400
f	Spectator stands, movable metal (50 seats)	each	\$10,000	2	\$20,000
g	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
h	Drinking fountain	each	\$6,000	1	\$6,000
i	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
j	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	10,500	\$94,500
k	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	35	\$7,875
l	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
m	Water service, 8" service line	lr ft	\$90	500	\$45,000
n	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per field
\$281,350

Estimate contingency 10%

10%

\$28,135

Total construction cost per field

\$309,485

a	Construction sales tax (const)	9%			\$27,854
b	Design/engineering fees (const)	12%			\$37,138
c	Financing costs (const, tax, design)	8%			\$29,958
d	Contingency (const, tax, design, financing)	10%			\$40,443

Total development cost per field
\$444,878

Parcourse/fitness facility - 5 stations/0.25 mile

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/earthwork parcourse corridor	sq ft	\$1.75	8,070	\$14,123
b	Crushed rock, 6" depth, 4'wide, 3/8" minu.	sq ft	\$4	5,380	\$21,520
c	Station equipment and sign	each	\$4,600	5	\$23,000
d	Bench, 8"x8"x10' wood beams w/concrete support	each	\$2,400	2	\$4,800
e	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800

Subtotal construction cost per field
\$68,243

Estimate contingency 10%

10%

\$6,824

Total construction cost per field

\$75,067

a	Construction sales tax (const)	9%			\$6,756
b	Design/engineering fees (const)	12%			\$9,008
c	Financing costs (const, tax, design)	8%			\$7,266
d	Contingency (const, tax, design, financing)	10%			\$9,810

Total development cost per field
\$107,907

Cost Facility

Jogging track - 0.25 mile w/starting spur

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear field, parking, access road	acre	\$4,000	0.9	\$3,600
b	Earthwork for track, parking, access road	cu yd	\$15	1,532	\$22,980
c	12' track, 1" rubber/4" cinder/4" crushed ro.	sq ft	\$6.50	18,464	\$120,017
d	Bench, w/concrete support	each	\$2,400	2	\$4,800
e	Trash receptacles	each	\$2,400	2	\$4,800
f	Drinking fountain, precast concrete	each	\$6,000	1	\$6,000
g	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
h	Parking, 2" asphalt/4" crushed rock, 10 sp.	sq ft	\$9	3,000	\$27,000
i	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	10	\$2,250
j	Access road, 2" asphalt concrete/ 4" crushed rock, 2	sq ft	\$8	1,200	\$9,600
k	Water service, 8" service line	lr ft	\$90	100	\$9,000
l	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost per track**\$224,447**

Estimate contingency 10%

10%

\$22,445

Total construction cost per field

\$246,892

a	Construction sales tax (const)	9%			\$22,220
b	Design/engineering fees (const)	12%			\$29,627
c	Financing costs (const, tax, design)	8%			\$23,899
d	Contingency (const, tax, design, financing)	10%			\$32,264

Total development cost per track**\$354,902**

Picnic site - 25 table capacity w/o shelter

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear picnic sites, parking, access road	acre	\$4,000	2.3	\$9,200
b	Earthwork for sites, parking, access road	cu yd	\$15	3,748	\$56,220
c	Picnic tables w/concrete support	each	\$3,200	25	\$80,000
d	Barbecue stand, metal with iron grill	each	\$1,400	12	\$16,800
e	Group barbecue iron grill	each	\$2,200	2	\$4,400
f	Trash receptacle, coated metal	each	\$2,400	12	\$28,800
g	Drinking fountain	each	\$6,000	2	\$12,000
h	Parking, 2" asphalt/4" crushed rock	sq ft	\$9	15,000	\$135,000
i	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	50	\$11,250
j	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	24,000	\$192,000
k	Water service, 8" service line	lr ft	\$90	1,000	\$90,000
l	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost for 25 tables**\$647,670**

Estimate contingency 10%

10%

\$64,767

Total construction cost for 25 tables

\$712,437

a	Construction sales tax (const)	9%			\$64,119
b	Design/engineering fees (const)	12%			\$85,492
c	Financing costs (const, tax, design)	8%			\$68,964
d	Contingency (const, tax, design, financing)	10%			\$93,101

Total development cost for 25 tables**\$1,024,114**

Prorated per table

\$40,965

Cost Facility

Picnic site - shelter

		Unit	Unit cost	Quantity	Quantity Cost
a	Picnic shelter	sq ft	\$150	600	\$90,000
Total construction cost for 1 shelter					\$90,000
a	Construction sales tax (const)	9%			\$8,100
b	Design/engineering fees (const)	12%			\$10,800
c	Financing costs (const, tax, design)	8%			\$8,712
d	Contingency (const, tax, design, financing)	10%			\$11,761
Total development cost for 1 shelter					\$129,373

Swimming beach - 100 swimmer capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear site for improvements	acre	\$4,000	0.3	\$1,200
b	Earthwork for site improvements	cu yd	\$15	511	\$7,665
c	Beach sand, 12" depth of area 200' x 50'	cu yd	\$38	400	\$15,200
d	Safety markers, pilings w/nylon ropes an.	each	\$1,600	4	\$6,400
e	Diving/swimming platform, 2" x 6" wood	sq ft	\$80	80	\$6,400
f	Lifeguard stand	each	\$3,000	1	\$3,000
g	Exterior shower facilities	each	\$6,500	1	\$6,500
h	Drinking fountain	each	\$6,000	1	\$6,000
i	Restroom/changing facility, 6 stalls w/4	sq ft	\$450	600	\$270,000
j	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	12,000	\$108,000
k	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	30	\$6,750
l	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	4,800	\$38,400
m	Water service, 8" service line	lr ft	\$90	400	\$36,000
n	Sewer line, 8" service line	lr ft	\$48	400	\$19,200
o	Fire hydrants	each	\$6,500	1	\$6,500
p	Water meter, 2" size	each	\$12,000	1	\$12,000
q	Trash receptacles	each	\$2,400	4	\$9,600
Subtotal construction cost per site					\$558,815
Estimate contingency 10%					\$55,882
Total construction cost per site					\$614,697
a	Construction sales tax (const)	9%			\$55,323
b	Design/engineering fees (const)	12%			\$73,764
c	Financing costs (const, tax, design)	8%			\$59,503
d	Contingency (const, tax, design, financing)	10%			\$80,329
Total development cost per site					\$883,614
Prorated per parking space (2.5 swimmers/car=40 spaces)					\$22,090

Fishing from a bank or dock - 25 car capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear site improvements	acre	\$4,000	0.3	\$1,000
b	Earthwork for site improvements	cu yd	\$15	550	\$8,250
c	Pier supported dock, 12' x 100'	sq ft	\$120	1,200	\$144,000
d	Fishing platform, 12' x 20'	sq ft	\$90	240	\$21,600
e	Parking, 2" asphalt/4" crushed rock	sq ft	\$9	7,500	\$67,500
f	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	25	\$5,625
g	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$9	4,800	\$43,200
h	Picnic tables, w/concrete platform	each	\$3,200	8	\$25,600
i	Restroom facility, sanican w/concrete platform	each	\$2,250	2	\$4,500
j	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
Subtotal construction cost per site					\$326,075
Estimate contingency 10%					\$32,608
Total construction cost per field					\$358,683

Cost Facility

a	Construction sales tax (const)	9%			\$32,281
b	Design/engineering fees (const)	12%			\$43,042
c	Financing costs (const, tax, design)	8%			\$34,720
d	Contingency (const, tax, design, financing)	10%			\$46,873
Total development cost per facility					\$515,599
Prorated per parking space					\$20,624

Boat launch - 25 boat capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear site for improvements	acre	\$40,000	0.4	\$1,400
b	Earthwork for site improvements	cu yd	\$15	2,400	\$36,000
c	Boat access ramp, precast concrete ramp	each	\$36,000	1	\$36,000
d	Mooring platform	sq ft	\$90	400	\$36,000
e	Bank stabilization/landscape plantings	each	\$18,000	1	\$18,000
f	Marker buoys and signage	each	\$600	4	\$2,400
g	Car/trailer parking, 2" asphalt concrete/4'	sq ft	\$9	12,500	\$112,500
h	Wheel stops, 10"x6"x8' precast concrete	each	\$225	25	\$5,625
i	Access road, 2" asphalt concrete/4" crushed	sq ft	\$8	4,800	\$38,400
j	Trash receptacles	each	\$2,400	2	\$4,800
Subtotal construction cost per site					\$291,125
Estimate contingency 10%					10% \$29,113
Total construction cost per site					\$320,238

a	Construction sales tax (const)	9%			\$28,821
b	Design/engineering fees (const)	12%			\$38,429
c	Financing costs (const, tax, design)	8%			\$30,999
d	Contingency (const, tax, design, financing)	10%			\$41,849
Total development cost per ramp					\$460,335
Prorated per boat trailer parking stall					\$18,413

Handboat launch - 10 car capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear site improvements	acre	\$40,000	0.3	\$1,000
b	Earthwork for site improvements/launch	cu yd	\$15	2,400	\$36,000
c	Concrete launching ramp	each	\$36,000	1	\$36,000
d	Launching platform 10' x 20'	sq ft	\$90	200	\$18,000
e	Landscape/bank stabilization plantings	each	\$18,000	1	\$18,000
f	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	3,000	\$27,000
g	Wheel stops, 10"x6"x8' precast concrete	each	\$225	10	\$2,250
h	Access road, 2" asphalt concrete/4" crushed	sq ft	\$8	2,400	\$19,200
i	Restroom facility, sanican w/concrete platform	each	\$2,250	2	\$4,500
j	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
Subtotal construction cost per site					\$166,750
Estimate contingency 10%					10% \$16,675
Total construction cost per site					\$183,425

a	Construction sales tax (const)	9%			\$16,508
b	Design/engineering fees (const)	12%			\$22,011
c	Financing costs (const, tax, design)	8%			\$17,756
d	Contingency (const, tax, design, financing)	10%			\$23,970
Total development cost per facility					\$263,670
Prorated per parking stall					\$26,367

Cost Facility

Tent camping - 25 campsite capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear camping area, parking, access road	acre	\$4,000	5.6	\$22,400
b	Earthwork in camping area, parking, access.	cu yd	\$15	9,157	\$137,355
c	Campsite parking, 2"asphalt concrete/4" c.	sq ft	\$9	20,000	\$180,000
d	Picnic tables w/concrete support	each	\$3,200	25	\$80,000
e	Metal fire ring with iron grill	each	\$800	25	\$20,000
f	Camp shelter cedar pole w/shake roof	sq ft	\$60	150	\$9,000
g	Trash receptacle	each	\$2,400	25	\$60,000
h	Restroom/showering facility, 6 stalls/4 sinks	sq ft	\$450	850	\$382,500
i	Camp directory signs	each	\$600	20	\$12,000
j	Access road, 6" crushed rock, 24' x 5, 380'	sq ft	\$6.50	129,120	\$839,280
k	Water service, 8" service line	lr ft	\$90	5,380	\$484,200
l	Sewage disposal, campgrnd septic tank	each	\$50,000	1	\$50,000
m	Fire hydrant	each	\$6,500	1	\$6,500
n	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost for 25 campsites					\$2,295,235
Estimate contingency 10%					10% \$229,524
Total construction cost per site					\$2,524,759
a	Construction sales tax (const)	9%			\$227,228
b	Design/engineering fees (const)	12%			\$302,971
c	Financing costs (const, tax, design)	8%			\$244,397
d	Contingency (const, tax, design, financing)	10%			\$329,935
Total development cost for 25 campsites					\$3,629,290
Prorated per campsite					\$145,172

Group daycamping facility - 100 person capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear camping site, parking, access road	acre	\$4,000	3.1	\$12,400
b	Earthwork for sites, parking, access road	cu yd	\$15	5,134	\$77,010
c	Group campfire/amphitheater, stage/ben.	each	\$70,000	1	\$70,000
d	Camp directory signs, 4" x 4" cedar pole frame	each	\$800	20	\$16,000
e	Group cooking, 4' x 12'	each	\$4,500	2	\$9,000
f	Eating shelter (30' x 30'), cedar pole w/sha.	sq ft	\$150	900	\$135,000
g	Picnic tables w/concrete support	each	\$3,200	25	\$80,000
h	Trash bin, metal dumpster w/wood fence	each	\$4,000	3	\$12,000
i	Restroom facility, 6 stalls w/4 sinks	sq ft	\$450	600	\$270,000
j	Drinking fountain	each	\$6,000	1	\$6,000
k	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	15,000	\$135,000
l	Wheel stops, 10" x 6" x 8' precast concrete	each	\$225	50	\$11,250
m	Access road, 2" asphalt concrete/ 4" crushed rock	sq ft	\$8	24,000	\$192,000
n	Water service, 8" service line	lr ft	\$90	1,000	\$90,000
o	Sewage disposal, septic tank w/drainfield	system	\$50,000	1	\$50,000
p	Fire hydrant	each	\$6,500	1	\$6,500
q	Water meter, 2" size	each	\$12,000	1	\$12,000
Subtotal construction cost per group camp					\$1,184,160
Estimate contingency 10%					10% \$118,416
Total construction cost per group camp					\$1,302,576
a	Construction sales tax (const)	9%			\$117,232
b	Design/engineering fees (const)	12%			\$156,309
c	Financing costs (const, tax, design)	8%			\$126,089
d	Contingency (const, tax, design, financing)	10%			\$170,221
Total development cost per group camp					\$1,872,427
Prorated per person					\$18,724

Cost Facility

Recreational vehicle camping - 25 campsite capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear campsite, parking, access road	acre	\$4,000	10.1	\$40,400
b	Earthwork for campsite, parking, access road	cu yd	\$15	16,460	\$246,900
c	Campsite parking, 2"asphalt concrete/4"crushed rock	sq ft	\$9	30,000	\$270,000
d	Picnic tables w/concrete support	each	\$3,200	25	\$80,000
e	Metal fire ring with iron grill	each	\$800	25	\$20,000
f	Drinking fountain	each	\$6,000	1	\$6,000
g	Trash receptacle	each	\$2,400	25	\$60,000
h	Sanitary dump facility, 2 stalls	each	\$50,000	1	\$50,000
i	Camp directory signs, 4" x 4" cedar pole frame	each	\$800	20	\$16,000
j	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	193,680	\$1,549,440
k	Water service, 3" service line	lr ft	\$42	8,070	\$338,940
l	Water meter, 2" size	each	\$12,000	1	\$12,000

Subtotal construction cost for 25 campsites
\$2,689,680

Estimate contingency 10%

10%

\$268,968

Total construction cost per site

\$2,958,648

a	Construction sales tax (const)	9%			\$266,278
b	Design/engineering fees (const)	12%			\$355,038
c	Financing costs (const, tax, design)	8%			\$286,397
d	Contingency (const, tax, design, financing)	10%			\$386,636

Total development cost for 25 campsites
\$4,252,997

Prorated per campsite

\$179,120

Cost Facility

Outdoor Swim Pool - 75' x 42' = 3,150 sf/294 person capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear pool area, deck, parking, access road	acre	\$4,000	1.1	\$4,400
b	Earthwork, 1' depth except pool @ 5' depth	cu yd	\$15	2,370	\$35,550
c	Diving area, 1 meter board Capacity=3 in pool + 9 in line/board/10' radius= 12 divers/board	sq ft	\$450	628	\$282,600
d	Swimming area, 50'x42' less diving area Capacity = 27 sq ft/swimmer with 75% of swimmers in pool = 54 in pool + 18 on deck = 72 swimmers	sq ft	\$450	1,472	\$662,400
e	Nonswimming area, 25' x 42'	sq ft	\$250	1,050	\$262,500
f	Diving area, 1 meter board Capacity = 3 in pool + 9 in line/board/10' radius =	sq ft	\$450	628	\$282,600
g	Pool deck, 10' on sides, 20' on ends, tile/	sq ft	\$8	1,590	\$12,720
h	Lifeguard stand, galvanized pipe w/2"x4"	each	\$3,000	2	\$6,000
i	Drinking fountain	each	\$6,000	1	\$6,000
j	Locker/shower facility, 20 showers w 50/	sq ft	\$450	1,000	\$450,000
k	Restroom facility, 10 stalls w/6 sinks	sq ft	\$450	1,000	\$450,000
l	Concession facility, grill and refrigeration	sq ft	\$442	250	\$110,500
m	Bike rack, prefab galvanized pipe	each	\$2,400	3	\$7,200
n	Parking, 2" asphalt concrete/4" crushed rock 2.5 swimmers/car = 118 cars + 10 employees =	sq ft	\$9	38,400	\$345,600
o	Wheel stops, 10"x6"x8' precast concrete	each	\$225	128	\$28,800
p	Access road, 2" asphalt concrete/4" crushed	sq ft	\$8	6,000	\$48,000
q	Water service, 8" service line	lr ft	\$90	400	\$36,000
r	Sewer service, 8" side sewer	lr ft	\$48	400	\$19,200
s	Fire hydrant	each	\$6,500	1	\$6,500
t	Water meter, 8" size	each	\$25,000	1	\$25,000
u	Chainlink perimeter fence, 6'	lr ft	\$38	317	\$12,046
v	Seed grass over 4" topsoil	sq ft	\$2.50	1,564	\$3,910

Subtotal construction cost for 294 swimmers
\$3,097,526

Estimate contingency 10%

10%

\$309,753

Total construction cost per group camp

\$3,407,279

a	Construction sales tax (const)	9%			\$306,655
b	Design/engineering fees (const)	12%			\$408,873
c	Financing costs (const, tax, design)	8%			\$329,825
d	Contingency (const, tax, design, financing)	10%			\$445,263

Total development cost for 294 swimmers/3,150 sq ft pool
\$4,897,895

Prorated per square foot of total pool

\$1,555

Cost Facility

Indoor Swim Pool - 75' x 42' = 3,150 sf/294 person capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear pool area, deck, parking, access road	acre	\$4,000	1.1	\$4,400
b	Earthwork, 1' depth except pool @ 5' depth	cu yd	\$15	2,370	\$35,550
c	Diving area, 1 meter board Capacity=3 in pool + 9 in line/board/10' radius= 12 divers/board	sq ft	\$662	628	\$415,736
d	Swimming area, 50'x42' less diving area Capacity = 27 sq ft/swimmer with 75% of swimmers in pool = 54 in pool + 18 on deck = 72 swimmers	sq ft	\$662	1,472	\$974,464
e	Nonswimming area, 25' x 42' Capacity = 10 sq ft/person with 50% in pool = 105 in pool + 105 on land = 210 persons	sq ft	\$350	1,050	\$367,500
f	Pool deck, 10' on sides, 20' on ends, tile/	sq ft	\$8	1,590	\$12,720
g	Enclosed structure for pools et al.	sq ft	\$250	4,740	\$1,185,000
h	Lifeguard stand	each	\$3,000	2	\$6,000
i	Drinking fountain	each	\$6,000	1	\$6,000
j	Locker/shower facility, 20 showers w/50	sq ft	\$450	1,000	\$450,000
k	Restroom facility, 10 stalls w/6 sinks	sq ft	\$450	1,000	\$450,000
l	Concession facility, grill and refrigeration	sq ft	\$450	250	\$112,500
m	Bike rack, prefab galvanized pipe	each	\$2,400	3	\$7,200
n	Parking, 2" asphalt concrete/4" crushed rock 2.5 swimmers/car = 118 cars + 10 employees =	sq ft	\$9	38,400	\$345,600
o	Wheel stops, 10"x6"x8' precast concrete	each	\$225	128	\$28,800
p	Access road, 2" asphalt concrete/4" crushed	sq ft	\$8	6,000	\$48,000
q	Water service, 8" service line	lr ft	\$90	400	\$36,000
r	Sewer service, 8" side sewer	lr ft	\$48	400	\$19,200
s	Fire hydrant	each	\$6,500	1	\$6,500
t	Water meter, 8" size	each	\$25,000	1	\$25,000
u	Chainlink perimeter fence, 6'	lr ft	\$38	317	\$12,046
v	Seed grass over 4" topsoil	sq ft	\$2.50	1,564	\$3,910

Total construction cost for 294 swimmers
\$4,552,126

a	Construction sales tax (const)	9%			\$409,691
b	Design/engineering fees (const)	12%			\$546,255
c	Financing costs (const, tax, design)	8%			\$440,646
d	Contingency (const, tax, design, financing)	10%			\$594,872

Total development cost for 294 swimmers/3,150 sq ft pool
\$6,543,590
Prorated per square foot of total pool
\$2,077

Cost Facility

Community Center - 250 person capacity

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear building site, parking, access road	acre	\$4,000	3	\$12,000
b	Earthwork for structure, parking, access road	cu yd	\$15	1,613	\$24,200
c	Gymnasium, 2 full basketball courts	sq ft	\$552	11,280	\$6,226,560
d	Racquetball courts	sq ft	\$552	3,680	\$2,031,360
e	Kitchen facility	sq ft	\$450	360	\$162,000
f	Game/classroom	sq ft	\$475	960	\$456,000
g	Exercise/aerobics room, 50 persons	sq ft	\$552	5,000	\$2,760,000
h	Physical conditioning/hydro/wellness facility	sq ft	\$552	2,745	\$1,515,240
i	Office and reception area	sq ft	\$400	1,000	\$400,000
j	Multipurpose, restroom, locker room, shower	sq ft	\$442	3,400	\$1,502,000
k	Bike rack	each	\$2,400	1	\$2,400
l	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	52,500	\$472,500
m	Wheel stops, 10"x6"x8' precast concrete	each	\$225	75	\$16,875
n	Access road, 2" asphalt concrete/4" crushed	sq ft	\$8	6,000	\$48,000
o	Water service, 8" service line	lr ft	\$90	400	\$36,000
p	Sewer disposal, 8" side sewer	lr ft	\$48	400	\$19,200
q	Fire hydrant	each	\$6,500	1	\$6,500
r	Water meter, 8" size	each	\$25,000	1	\$25,000
s	Parking lot lighting, 10 poles	system	\$220,000	1	\$220,000
t	Art sculpture	each	\$8,000	1	\$8,000

Total construction cost per center

\$15,944,635

a	Construction sales tax (const)	9%			\$1,435,017
b	Design/engineering fees (const)	12%			\$1,913,356
c	Financing costs (const, tax, design)	8%			\$1,543,441
d	Contingency (const, tax, design, financing)	10%			\$2,083,645

Total development cost per center

\$22,920,094

Prorated per square foot

\$806.34

Restroom/support facilities

		Unit	Unit cost	Quantity	Quantity Cost
a	Restroom facility, 4 stalls w/2 sinks	sq ft	\$442	500	\$221,000
b	Sewer service, 8" side sewer	lr ft	\$48	500	\$24,000
c	Water service, 8" service line	lr ft	\$90	500	\$45,000
d	Fire hydrant	each	\$6,500	1	\$6,500
e	Water meter, 2" size	each	\$12,000	1	\$12,000

Total construction cost per facility/6 fixtures

\$308,500

a	Construction sales tax (const)	9%			\$27,765
b	Design/engineering fees (const)	12%			\$37,020
c	Financing costs (const, tax, design)	8%			\$29,863
d	Contingency (const, tax, design, financing)	10%			\$40,315

Total development cost per 4 stall facility

\$443,463

Prorated cost per fixture

\$73,910

Source: The Beckwith Consulting Group, JKLA Landscape Architects, ARC Architects Feb 2022

Cost Trails

Prototype Trail Development Costs

Multipurpose trail - 8 foot crushed rock (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	322,800	\$484,200
b	Crushed rock, rolled to 4", 3/8" minus - 8	sq ft	\$3	215,200	\$645,600
c	Trail directory, 4"x4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	5	\$12,000
e	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	2	\$4,500
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400

Total construction cost per 5 miles**\$1,320,450**

j	Construction sales tax (const)	9%			\$118,841
k	Design/engineering fees (const)	12%			\$158,454
l	Financing costs (const, tax, design)	8%			\$127,820
m	Contingency (const, tax, design, financing)	15%			\$258,835

Total development cost per 5 miles**\$1,984,399****Prorated per mile****\$396,880**

Multipurpose trail - 8 foot asphalt (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	322,800	\$484,200
b	2" asphalt over 4" crushed rock - 8' wide	sq ft	\$12	215,200	\$2,582,400
c	Trail directory, 4"x4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	5	\$12,000
e	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	2	\$4,500
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400

Total construction cost per 5 miles**\$3,257,250**

j	Construction sales tax (const)	9%			\$293,153
k	Design/engineering fees (const)	12%			\$390,870
l	Financing costs (const, tax, design)	8%			\$315,302
m	Contingency (const, tax, design, financing)	15%			\$638,486

Total development cost per 5 miles**\$4,895,060****Prorated per mile****\$979,012**

Multipurpose trail - 10 foot crushed rock (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	376,600	\$564,900
b	Crushed rock, rolled to 4", 3/8" minus -	sq ft	\$3	269,000	\$807,000
c	Trail directory sign	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	5	\$12,000
e	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	2	\$4,500
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400

Total construction cost per 5 miles**\$1,562,550**

j	Construction sales tax (const)	9%			\$140,630
k	Design/engineering fees (const)	12%			\$187,506
l	Financing costs (const, tax, design)	8%			\$151,255
m	Contingency (const, tax, design, financing)	15%			\$306,291

Total development cost per 5 miles**\$2,348,231****Prorated per mile****\$469,646**

Cost Trails

Multipurpose trail - 10 foot asphalt (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	376,600	\$564,900
b	2"asphalt over 4" crushed rock - 10' wide	sq ft	\$12	269,000	\$3,228,000
c	Trail directory, 4"x4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	5	\$12,000
e	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	2	\$4,500
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
Total construction cost per 5 miles					\$3,983,550
j	Construction sales tax (const)	9%			\$358,520
k	Design/engineering fees (const)	12%			\$478,026
l	Financing costs (const, tax, design)	8%			\$385,608
m	Contingency (const, tax, design, financing)	15%			\$780,855
Total development cost per 5 miles					\$5,986,559
Prorated per mile					\$1,197,312

Park walk trail class 1 - crushed rock (1 mile w/o svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor - 10'	sq ft	\$1.50	53,800	\$80,700
b	Crushed rock, 6" depth, 3/8" minus - 6' wi.	sq ft	\$4	32,280	\$129,120
c	Interpretive signs	each	\$2,000	5	\$10,000
d	Trail bench, w/concrete support	each	\$2,400	10	\$24,000
e	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
Total construction cost per mile					\$248,620
f	Construction sales tax (const)	9%			\$22,376
g	Design/engineering fees (const)	12%			\$29,834
h	Financing costs (const, tax, design)	8%			\$24,066
i	Contingency (const, tax, design, financing)	15%			\$48,734
Total development cost per mile					\$373,631

Park walk trail class 1 - asphalt (1 mile w/o svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork trail corridor	sq ft	\$1.50	53,800	\$80,700
b	2" asphalt over 4" crushed rock - 6' wide	sq ft	\$12	32,280	\$387,360
c	Interpretive signs, 4" x 4" cedar framed	each	\$2,000	5	\$10,000
d	Trail bench, w/concrete support	each	\$2,400	10	\$24,000
e	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
Total construction cost per mile					\$506,860
f	Construction sales tax (const)	9%			\$45,617
g	Design/engineering fees (const)	12%			\$60,823
h	Financing costs (const, tax, design)	8%			\$49,064
i	Contingency (const, tax, design, financing)	15%			\$99,355
Total development cost per mile					\$761,719

Cost Trails

Park walk trail class 2 - crushed rock (1 mile w/o svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork trail corridor - 8'	sq ft	\$1.50	43,040	\$64,560
b	Crushed rock, 6" depth, 3/8" minus - 5' wi.	sq ft	\$4	26,900	\$107,600
c	Interpretive signs, 4" x 4" cedar framed	each	\$2,000	5	\$10,000
d	Trail bench, w/concrete support	each	\$2,400	10	\$24,000
e	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
Total construction cost per mile					\$210,960
f	Construction sales tax (const)	9%			\$18,986
g	Design/engineering fees (const)	12%			\$25,315
h	Financing costs (const, tax, design)	8%			\$20,421
i	Contingency (const, tax, design, financing)	15%			\$41,352
Total development cost per mile					\$317,035

Park walk trail class 2 - asphalt (1 mile w/o svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork trail corridor - 8'	sq ft	\$1.50	43,040	\$64,560
b	2" asphalt over 4" crushed rock - 5' wide	sq ft	\$12	26,900	\$322,800
c	Interpretive signs, 4" x 4" cedar framed	each	\$2,000	5	\$10,000
d	Trail bench, w/concrete support	each	\$2,400	10	\$24,000
e	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
Total construction cost per mile					\$426,160
f	Construction sales tax (const)	9%			\$38,354
g	Design/engineering fees (const)	12%			\$51,139
h	Financing costs (const, tax, design)	8%			\$41,252
i	Contingency (const, tax, design, financing)	15%			\$83,536
Total development cost per mile					\$640,442

Day hike trail class 3 - crushed rock (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	161,400	\$242,100
b	Crushed rock, rolled to 4", 3/8" minus - 4	sq ft	\$3	107,600	\$322,800
c	Trail directory, 4"x4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	5	\$12,000
e	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	2	\$4,500
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
Total construction cost per 5 miles					\$755,550
j	Construction sales tax (const)	9%			\$68,000
k	Design/engineering fees (const)	12%			\$90,666
l	Financing costs (const, tax, design)	8%			\$73,137
m	Contingency (const, tax, design, financing)	15%			\$148,103
Total development cost per 5 miles					\$1,135,456
Prorated per mile					\$227,091

Cost Trails

Day hike trail class 3 - asphalt (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	acre	\$1.50	161,400	\$242,100
b	2" asphalt over 4" crushed rock - 4' wide	sq ft	\$12	107,600	\$1,291,200
c	Trail directory, 4"x4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	5	\$12,000
e	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	2	\$4,500
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
Total construction cost per 5 miles					\$1,723,950
j	Construction sales tax (const)	9%			\$155,156
k	Design/engineering fees (const)	12%			\$206,874
l	Financing costs (const, tax, design)	8%			\$166,878
m	Contingency (const, tax, design, financing)	15%			\$337,929
Total development cost per 5 miles					\$2,590,787
Prorated per mile					\$518,157

Day hike trail class 4 - crushed rock (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	134,500	\$201,750
b	Crushed rock, rolled to 4", 3/8" minus - 3	sq ft	\$3	80,700	\$242,100
c	Trail directory, 4"x4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	5	\$12,000
e	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	2	\$4,500
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
Total construction cost per 5 miles					\$634,500
j	Construction sales tax (const)	9%			\$57,105
k	Design/engineering fees (const)	12%			\$76,140
l	Financing costs (const, tax, design)	8%			\$61,420
m	Contingency (const, tax, design, financing)	15%			\$124,375
Total development cost per 5 miles					\$953,539
Prorated per mile					\$190,708

Day hike trail class 5 - compacted dirt (10 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	215,200	\$322,800
b	Finish grade compacted dirt trail - 2' wide	sq ft	\$0.75	107,600	\$80,700
c	Trail directory, 4" x 4" cedar pole framed	each	\$1,200	40	\$48,000
d	Trail bench, w/concrete support	each	\$2,400	10	\$24,000
e	Trash receptacles w/concrete support	each	\$2,400	20	\$48,000
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	4	\$9,000
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
Total construction cost per 10 miles					\$658,650
j	Construction sales tax (const)	9%			\$59,279
k	Design/engineering fees (const)	12%			\$79,038
l	Financing costs (const, tax, design)	8%			\$63,757
m	Contingency (const, tax, design, financing)	15%			\$129,109
Total development cost per 10 miles					\$989,832
Prorated per mile					\$98,983

Cost Trails

Shoreline hike trail - access only (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork for site improvements	sq ft	\$1.50	10,890	\$16,335
b	Landscape/bank stabilization plantings a.	sq ft	\$10	2,723	\$27,225
c	Picnic tables w/concrete support	each	\$3,200	3	\$9,600
d	Metal fire ring with iron grill	each	\$800	3	\$2,400
e	Trail shelter (10' x 6'), cedar pole w/shake	sq ft	\$150	60	\$9,000
f	Trail directory signs, 4"x4" cedar pole frame	each	\$1,200	10	\$12,000
g	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	3,000	\$27,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	10	\$2,250
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	2,400	\$19,200
j	Restroom facility, sanican w/concrete platform	each	\$2,250	2	\$4,500
k	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800

Total construction cost per 5 miles

\$134,310

l	Construction sales tax (const)	9%			\$12,088
m	Design/engineering fees (const)	12%			\$16,117
n	Financing costs (const, tax, design)	8%			\$13,001
o	Contingency (const, tax, design, financing)	15%			\$26,327

Total development cost per 5 miles

\$201,844

Prorated per mile/access site

\$40,369

Off-road mtn bike trail class 1 - dirt (10 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	322,800	\$484,200
b	Finish grade bike trail - 2' wide	sq ft	\$0.75	107,600	\$80,700
c	Trail directory signs, 4"x4" cedar pole framed	each	\$1,200	10	\$12,000
d	Trail bench, w/concrete support	each	\$2,400	10	\$24,000
e	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
f	Trash receptacles w/concrete support	each	\$2,400	5	\$12,000
g	Restroom facilities, sani-can w/concrete	each	\$2,250	2	\$4,500
h	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	6,000	\$54,000
i	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	20	\$4,500
j	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400

Total construction cost per 10 miles

\$716,700

k	Construction sales tax (const)	9%			\$64,503
l	Design/engineering fees (const)	12%			\$86,004
m	Financing costs (const, tax, design)	8%			\$69,377
n	Contingency (const, tax, design, financing)	15%			\$140,488

Total development cost per 10 miles

\$1,077,071

Prorated per mile

\$107,707

Cost Trails

Off-road mtn bike trail class 2 - dirt (20 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	538,000	\$807,000
b	Finish grade bike trail - 1.5' wide	sq ft	\$0.75	161,400	\$121,050
c	Trail directory, 4" x 4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	15	\$36,000
e	Bike rack, prefab galvanized pipe	each	\$2,400	2	\$4,800
f	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
g	Restroom facilities, sani-can w/concrete platform	each	\$2,250	2	\$4,500
h	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	6,000	\$54,000
i	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	20	\$4,500
j	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
Total construction cost per 20 miles					\$1,118,250
k	Construction sales tax (const)	9%			\$100,643
l	Design/engineering fees (const)	12%			\$134,190
m	Financing costs (const, tax, design)	8%			\$108,247
n	Contingency (const, tax, design, financing)	15%			\$219,199
Total development cost per 20 miles					\$1,680,528
Prorated per mile					\$84,026

Off-road mtn bike trail class 3 - dirt (25 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	538,000	\$807,000
b	Finish grade bike trail - 1' wide	sq ft	\$0.75	134,500	\$100,875
c	Trail directory, 4" x 4" cedar pole framed	each	\$1,200	25	\$30,000
d	Trail bench, w/concrete support	each	\$2,400	20	\$48,000
e	Bike rack, prefab galvanized pipe	each	\$2,400	3	\$7,200
f	Trash receptacles w/concrete support	each	\$2,400	15	\$36,000
g	Restroom facilities, sani-can w/concrete platform	each	\$2,250	2	\$4,500
h	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	6,000	\$54,000
i	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	20	\$4,500
j	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
Total construction cost per 25 miles					\$1,130,475
k	Construction sales tax (const)	9%			\$101,743
l	Design/engineering fees (const)	12%			\$135,657
m	Financing costs (const, tax, design)	8%			\$109,430
n	Contingency (const, tax, design, financing)	15%			\$221,596
Total development cost per 25 miles					\$1,698,900
Prorated per mile					\$67,956

Cost Trails

Off-road mtn bike trail AASHTO 1 - crushed rock (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	376,600	\$564,900
b	Crushed rock, rolled to 4", 3/8" minus - 1	sq ft	\$3	269,000	\$807,000
c	Trail directory, 4" x 4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	10	\$24,000
e	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
f	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
g	Restroom facilities, sani-can w/concrete platform	each	\$2,250	2	\$4,500
h	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
i	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
j	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400

Total construction cost per 5 miles**\$1,576,950**

k	Construction sales tax (const)	9%			\$141,926
l	Design/engineering fees (const)	12%			\$189,234
m	Financing costs (const, tax, design)	8%			\$152,649
n	Contingency (const, tax, design, financing)	15%			\$309,114

Total development cost per 5 miles**\$2,369,872****Prorated per mile****\$473,974**

Off-road mtn bike trail AASHTO 1 - asphalt (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	376,600	\$564,900
b	Class 2 asphalt 4" crushed rock - 10' wide	sq ft	\$12	269,000	\$3,228,000
c	Trail directory, 4" x 4" cedar pole framed	each	\$1,200	20	\$24,000
d	Trail bench, w/concrete support	each	\$2,400	10	\$24,000
e	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
f	Trash receptacles w/concrete support	each	\$2,400	10	\$24,000
g	Restroom facilities, sani-can w/concrete platform	each	\$2,250	2	\$4,500
h	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
i	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
j	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400

Total construction cost per 5 miles**\$3,997,950**

k	Construction sales tax (const)	9%			\$359,816
l	Design/engineering fees (const)	12%			\$479,754
m	Financing costs (const, tax, design)	8%			\$387,002
n	Contingency (const, tax, design, financing)	15%			\$783,678

Total development cost per 5 miles**\$6,008,199****Prorated per mile****\$1,201,640**

Off-road bike tour AASHTO 2 - 2 lanes (10 miles w/o svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along road should	sq ft	\$1.50	860,800	\$1,291,200
b	Asphalt, 2" class 1/4" crushed rock - 6' wide	sq ft	\$12	645,600	\$7,747,200
c	Pavement markings, paint stripes and sy.	lr ft	\$4	107,600	\$430,400
d	Route directory, steel post w/reflective s.	each	\$250	80	\$20,000

Total construction cost per 10 miles**\$9,488,800**

e	Construction sales tax (const)	9%			\$853,992
f	Design/engineering fees (const)	12%			\$1,138,656
g	Financing costs (const, tax, design)	8%			\$918,516
h	Contingency (const, tax, design, financing)	15%			\$1,859,995

Total development cost per 10 miles**\$14,259,958****Prorated per mile****\$1,425,996**

Cost Trails

Off-road bike tour AASHTO 3 - 2 shoulders (10 miles w/o svcs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along road should	sq ft	\$1.50	645,600	\$968,400
b	Asphalt, 2" class 1/4" crushed rock - 4' wide	sq ft	\$12	430,400	\$5,164,800
c	Pavement markings, paint stripes and sy.	lr ft	\$4	107,600	\$430,400
d	Route directory, steel post w/reflective s.	each	\$250	80	\$20,000
Total construction cost per 10 miles					\$6,583,600
e	Construction sales tax (const)	9%			\$592,524
f	Design/engineering fees (const)	12%			\$790,032
g	Financing costs (const, tax, design)	8%			\$637,292
h	Contingency (const, tax, design, financing)	15%			\$1,290,517
Total development cost per 10 miles					\$9,893,966
Prorated per mile					\$989,397

On-road bike tour AASHTO 4 - in lane (10 miles w/o svcs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Pavement markings, paint symbols and	lr ft	\$4	107,600	\$430,400
b	Route directory, steel post w/reflective s.	each	\$250	80	\$20,000
Total construction cost per 10 miles					\$450,400
c	Construction sales tax (const)	9%			\$40,536
d	Design/engineering fees (const)	12%			\$54,048
e	Financing costs (const, tax, design)	8%			\$43,599
f	Contingency (const, tax, design, financing)	15%			\$88,287
Total development cost per 10 miles					\$676,870
Prorated per mile					\$67,687

On-road bike tour - backcountry (10 miles w/o svcs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Route directory, steel post w/reflective s.	each	\$250	80	\$20,000
Total construction cost per 10 miles					\$20,000
b	Construction sales tax (const)	9%			\$1,800
c	Design/engineering fees (const)	12%			\$2,400
d	Financing costs (const, tax, design)	8%			\$1,936
e	Contingency (const, tax, design, financing)	15%			\$3,920
Total development cost per 10 miles					\$30,056
Prorated per mile					\$3,006

Cost Trails

Horse trail - separate trail (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork along trail corridor	sq ft	\$1.50	32,280	\$48,420
b	Finish grade horse trail, compacted - 2' w.	sq ft	\$0.75	10,760	\$8,070
c	Trail directory, 4"x4" cedar pole framed	each	\$1,200	20	\$24,000
d	Hitching posts, galvanized pipe w/cedar	each	\$1,000	10	\$10,000
e	Trash receptacles w/concrete support	each	\$2,400	4	\$9,600
f	Restroom facilities, sanican w/concrete p.	each	\$2,250	2	\$4,500
g	Trailer parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	10,000	\$90,000
h	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	20	\$4,500
i	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400
Total construction cost per 5 miles					\$237,490
j	Construction sales tax (const)	9%			\$21,374
k	Design/engineering fees (const)	12%			\$28,499
l	Financing costs (const, tax, design)	8%			\$22,989
m	Contingency (const, tax, design, financing)	15%			\$46,553
Total development cost per 5 miles					\$356,905
Prorated per mile					\$71,381

Water trailhead - launch and campsite (5 miles w/svs)

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork for site improvements	sq ft	\$1.50	10,890	\$16,335
b	Landscape/bank stabilization plantings a.	sq ft	\$10	2,723	\$27,225
c	Picnic tables w/concrete support	each	\$3,200	3	\$9,600
d	Metal fire ring with iron grill	each	\$800	2	\$1,600
e	Camp shelter cedar pole w/shake roof	sq ft	\$150	60	\$9,000
f	Camp directory signs, 4"x4" cedar pole frame	each	\$1,200	10	\$12,000
g	Restroom facility, sanican w/concrete platform	each	\$2,250	2	\$4,500
h	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
i	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	3,000	\$27,000
j	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	10	\$2,250
k	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	2,400	\$19,200
Total construction cost per 5 miles					\$133,510
l	Construction sales tax (const)	9%			\$12,016
m	Design/engineering fees (const)	12%			\$16,021
n	Financing costs (const, tax, design)	8%			\$12,924
o	Contingency (const, tax, design, financing)	15%			\$26,171
Total development cost per 5 miles					\$200,641
Prorated per mile/access site					\$40,128

Cost Trails

Trailhead - w/sanican svcs

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork for site improvements	sq ft	\$1.50	10,890	\$16,335
b	Landscape/bank stabilization plantings	sq ft	\$10	2,723	\$27,225
c	Trail directory, 4" x 4" cedar pole framed	each	\$1,200	2	\$2,400
d	Trail bench, w/concrete support	each	\$2,400	3	\$7,200
e	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
f	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
g	Restroom facilities, sani-can w/concrete platform	each	\$2,250	2	\$4,500
h	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
i	Wheel stops, 10" x 6" x8' precast concrete	each	\$225	30	\$6,750
j	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400

Total construction cost per site

\$191,010

k	Construction sales tax (const)	9%			\$17,191
l	Design/engineering fees (const)	12%			\$22,921
m	Financing costs (const, tax, design)	8%			\$18,490
n	Contingency (const, tax, design, financing)	15%			\$37,442

Total development cost per site

\$287,054

Trailhead - w/permanent restroom facilities

		Unit	Unit cost	Quantity	Quantity Cost
a	Clear/grade/earthwork for site improvements	sq ft	\$1.50	10,890	\$16,335
b	Landscape/bank stabilization plantings a	sq ft	\$10	2,723	\$27,225
c	Trail directory, 4" x 4" cedar pole framed	each	\$1,200	2	\$2,400
d	Trail bench, w/concrete support	each	\$2,400	3	\$7,200
e	Bike rack, prefab galvanized pipe	each	\$2,400	1	\$2,400
f	Trash receptacles w/concrete support	each	\$2,400	2	\$4,800
g	Restroom facility, 4 stalls w/2 sinks	sq ft	\$442	500	\$221,000
h	Sewer service, 8" side sewer	lr ft	\$48	500	\$24,000
i	Water service, 8" service line	lr ft	\$90	500	\$45,000
j	Fire hydrant	each	\$6,500	1	\$6,500
k	Water meter, 2" size	each	\$12,000	1	\$12,000
l	Parking, 2" asphalt concrete/4" crushed rock	sq ft	\$9	9,000	\$81,000
m	Wheel stops, 10"x6"x8' precast concrete	each	\$225	30	\$6,750
n	Access road, 2" asphalt concrete/4" crushed rock	sq ft	\$8	4,800	\$38,400

Total construction cost per site

\$495,010

a	Construction sales tax (const)	9%			\$44,551
b	Design/engineering fees (const)	12%			\$59,401
c	Financing costs (const, tax, design)	8%			\$47,917
d	Contingency (const, tax, design, financing)	15%			\$97,032

Total development cost per site

\$743,911

Source: Beckwith Consulting Group & JKLA Landscape Architects February 2022

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 5/18/2026

Subject/Topic:	Proposed Council Action/Motion:
Public Safety 0.1% Sales Tax Department: Finance & Administration Prepared by: Tshilaba Verite Senior Budget & Fiscal Analyst Melinda Merrell Finance & Administration Director Attachments: Attachment 1: Ordinance No. 26-0641	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Adopt Ordinance No. 26-0641, adopting Washington State Engrossed Substitute House Bill 2015 Public Safety Enhancement Sales Tax imposing a 0.1% sales tax, and adding Article IV to Chapter 3.30 of the Kenmore Municipal Code.

Approvals:

Department Head MM 5/8/26 City Attorney DG 5/8/26 Finance Director MM 5/8/26 City Manager TK 5/8/26 Optional Initials & Date

Summary/Background:

The Washington State Legislature passed Engrossed Substitute House Bill 2015 (codified at RCW 82.14.345 and chapter 43.101 RCW), a statewide public safety funding law that allows qualifying cities and counties to impose a new 0.1% sales and use tax to fund certain criminal justice purposes. The bill became law on July 27, 2025. The Washington State Criminal Justice Training Commission (WSCJTC) is facilitating the approval process and administers the program by verifying city and county eligibility and is also a source for public safety grants authorized by Engrossed Substitute House Bill 2015.

To collect the tax, a city or county must have its law enforcement agency comply with ESHB 2015's policy and training requirements, pass an ordinance authorizing the tax, report it to the state Department of Revenue (DOR) and provide certain reports to the Association of Washington Cities. Revenue from the sales tax may only be used for criminal justice purposes as defined in RCW 82.14.345. These funds can be used to pay for a portion of the City's contract for police services with the King County Sheriff's Office.

Previous Council Action(s):

The councilmanic 0.1% public safety sales tax was presented to and discussed by the City Council at the February 23, 2026 financial forecast study session, the retreat on March 21-22, 2026, and the April 6, 2026 financial sustainability study session.

Fiscal Consideration:

In our financial forecast model, the tax would likely generate \$425,000 annually for the City of Kenmore.

Diversity, Equity, Inclusion, and Accessibility (DEIA) Consideration:

[DEIA Strategic Plan](#) | [City's Equity Framework Toolkit](#)

DEIA Strategic Plan Objective 6.1: Advance the police department's progress in equitably serving and responding to the community.

[City Council Priorities](#) or Budget Objective Being Addressed:

City Council Priority 1: Ensure financial sustainability through revenue enhancement and cost-cutting measures.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 26-0641**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, IMPOSING A CRIMINAL JUSTICE SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT (0.1%) AS AUTHORIZED IN ENGROSSED SUBSTITUTE HOUSE BILL 2015, CODIFIED AT RCW 82.14.345 AND CHAPTER 43.101 RCW; ADDING A NEW ARTICLE IV TO CHAPTER 3.30 OF THE KENMORE MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature enacted Engrossed Substitute House Bill 2015 ("ESHB 2015") in the 2025 legislative session through Section 201, Chapter 350, Laws of Washington 2025, codified at RCW 82.14.345 and Chapter 43.101 RCW, authorizing qualified cities, towns, or counties to impose, by resolution or ordinance, a new local option sales and use tax of one-tenth of one percent (0.1%) for criminal justice purposes; and

WHEREAS, in the interest of prioritizing public safety within the City of Kenmore, the City Council desires to impose a local sales and use tax as authorized by ESHB 2015 as set forth herein, and adopt a new Article IV to Chapter 3.30 of the Kenmore Municipal Code ("KMC") to adopt and impose said sales and use tax to fund qualifying criminal justice purposes; and

WHEREAS, the City Council finds that the city, through its law enforcement agency, the King County Sheriff's Office, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025 and codified at RCW 82.14.345 and Chapter 43.101 RCW; and

WHEREAS, the city receives distributions from the sales and use tax authorized by RCW 82.14.450 through Ordinance No. 19-0496 and codified in Article III of Chapter 3.30 of the Kenmore Municipal Code; and

WHEREAS, the King County Sheriff's Office received final approval from the Criminal Justice Training Commission on January 26, 2026; and

WHEREAS, the city voters have not repealed by referendum the criminal justice sales tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose the sales and use tax authorized by RCW 82.14.450 in the previous 12 months.

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

Section 1. Findings.

The City Council finds that the city, through its law enforcement agency, King County Sheriff's Office, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025, having:

1. Issued and implemented policies consistent with RCW 43.17.425 and RCW 10.93.160, and the Office of the State Attorney General's Keep Washington Working Act Guide, model policies, and training recommendations for state and local law enforcement agencies;
2. Participated in Criminal Justice Training Commission ("Commission") training as required by RCW 43.101.455 and RCW 36.28A.445;
3. Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the Office of the State Attorney General's Model policies, and all other Commission and Attorney General model policies regarding use of force for law enforcement, including, but not limited to, duty to intervene and training and use of canine teams;
4. Implemented use of force data collection and reporting consistent with chapters 10.118 and 10.120 RCW when the program is operational, as confirmed by a notice from the Office of the State Attorney General's to all police chiefs and sheriffs;
5. Issued and implemented policies and practices consistent with chapters 7.105 and 9.41 RCW and the Commission model policies and training addressing firearm relinquishment pursuant to court orders;
6. A 25 percent officer completion rate with the Commission's 40-hour crisis intervention team training;
7. A 100 percent officer compliance rate for those officers required to complete trauma-informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by the Commission pursuant to RCW 43.101.272 and 43.101.276, and if requested by the Commission, participated in agency case reviews;
8. Received funding from a sales and use tax authorized pursuant to RCW 82.14.450;
9. A chief of police, marshal, or sheriff who is certified by the Commission, and who has not been convicted of a felony anywhere in the United States or under foreign law, or been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption; and
10. Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force; carrying or the use of firearms or other weapons; or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers, including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the agency and only used when on duty.

Section 2. Tax Imposed.

The City Council hereby adopts a new Article IV to Chapter 3.30 of the Kenmore Municipal Code, entitled "Imposition of Public Safety Sales and Use Tax for Criminal Justice Purposes" to read as follows:

Article IV. Imposition of Public Safety Sales and Use Tax for Criminal Justice Purposes

3.30.120 Imposition of Public Safety Sales and Use Tax.

3.30.130 Penalty.

- A. **Imposition.** In addition to other taxes which may be imposed by the City, there is hereby levied, fixed, and imposed an additional sales and use tax in accordance with Engrossed Substitute House Bill 2015 and as authorized by Section 201, Chapter 350, Laws of Washington 2025, codified at RCW 82.14.345 and Chapter 43.101 RCW, on all taxable events within the City limits of Kenmore as defined in chapter 82.08, 82.12, or 82.14 RCW.
- B. **Tax Rate and Applicability.** The tax shall be imposed upon and collected from those persons from whom sales tax or use tax is collected in accordance with chapter 82.08 or 82.12 RCW, and shall be collected at the rate of one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.
- C. **Use of Tax Proceeds.** The proceeds from the tax imposed in this article shall be distributed to the City's general fund and shall be used in a manner consistent with RCW 82.14.345 to support criminal justice purposes, as defined in RCW 82.14.345.
- D. **Administration and Collection of Tax.** The administration and collection of the tax imposed by this article shall be in accordance with the provisions of RCW 82.14.050.
- E. **Reporting.** To the extent required by RCW 82.14.345, the City's Finance Department shall, within one calendar year of imposition of the tax and annually thereafter, make a report to the Association of Washington Cities on how the moneys received from the tax were expended.

3.30.130 Penalty.

Any person violating any provision of this article shall be guilty of a misdemeanor and upon conviction thereof punished pursuant to State law or City ordinance.

Section 3. Notice to Department of Revenue. The clerk is requested to submit this ordinance to the Department of Revenue and take all steps necessary to implement and collect the tax imposed by this Ordinance before October 16, 2026.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or

invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of the publication. The additional tax imposed by Section 2 shall apply to taxable events occurring on or after January 1, 2027.

ADOPTED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE ____ DAY OF _____ 2026.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.: 26-
DATE OF PUBLICATION:
EFFECTIVE DATE: