



City of Kenmore
City Council Regular Meeting
Agenda
Monday, July 20, 2026
7:00 PM

ZOOM - LINK: <https://kenmorewa-gov.zoom.us/j/88627206845>

Password: 072026

Telephone: Dial US: +1 253 215 8782

Webinar ID: 886 2720 6845

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. WHERE'S THE FUN?

7. 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.

8. CONSENT AGENDA

- A) Cancel the City Council Regular Meetings of August 10, August 17, and August 24
- B) Approve the following Voucher Certification and Approval:
- Total Check #s 58515 through 58577 totaling \$314,231.43
 - Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 06/26/2026 in the amount totaling \$362,160.76
 - Total EFT Payment #s 2000 through 2006 totaling \$106,467.83
 - Total Wire Transfers totaling \$ 886,466.99
1. Voucher Certification & Approval - 06/19/26 - 07/02/26
- C) Adoption of Ordinance 26-0642 relating to Emergency Shelter, Transitional Housing, Emergency Housing, and Permanent Supportive Housing (STEP) Housing Regulations
1. Agenda Bill - STEP Housing Ordinance 26-0642 (updated 7/17)
 2. Attachment 1 - STEP Housing Ordinance 26-0642 (updated 7/17)
 3. Attachment 2 - STEP Housing Ordinance 26-0642 Exhibit A (updated 7/17)
- D) Adoption of Ordinance 26-0643 relating to Park Impact Fees & Amendments to Kenmore Municipal Code (KMC) Chapter 20.47
1. Agenda Bill - Park Impact Fee Rate Study Ordinance 26-0643
 2. Attachment 1 - Ord. 26-0643 - Park Impact Fee Update and Amendments to Ch. 20.47
 3. Attachment 2 - Final Draft Kenmore Park Impact Fee Methodology v3
 4. Attachment 3 - Chapter 20.47 TRANSPORTATION PARK AND SCHOOL IMPACT FEES

9. BUSINESS AGENDA

- A) Rhododendron Public Boathouse Rent for Kenmore Community Rowing Club (KCRC) and Inglemoor High School (IHS) Crew Boosters, *presented by Jennifer Gordon, Public Works Operations Director*
1. Agenda Bill - Rhododendron Boathouse Rent
 2. Attachment 1 - Staff Memo April 9, 2025

3. Attachment 2 - Contract No. 24-C3071 KCRC
 4. Attachment 3 - Contract No. 25-C3163 IHS Crew Boosters
 5. Attachment 4 - History of Council Meetings related to the Rhododendron Boathouse
- B) Pro and Con Committee Appointments for Proposition No. 1 Climate & Environmental Stewardship, Affordable Housing, and Human Services Levy, *for appointment, presented by Interim Assistant to the City Manager Michelle Kang*
1. Agenda Bill - Prop 1 Pro and Con Committee Appointments
 2. Attachment 1 - King County Local Voters' Pamphlet Packet
 3. Attachment 2 - Applications for Pro Committee
 4. Attachment 3 - Applications for Con Committee
 5. Attachment 4 - Presentation
- C) Adoption of Ordinance No. 25-0626, relating to Easing Restrictions on Temporary Homeless Shelters, *presented by Debbie Bent, Community Development Director, and Reilly Rosbotham, Planner*
1. Agenda Bill - ORD 25-0626 related to Temporary Homeless Shelters
 2. Attachment 1 - ORD25-0626 Temporary Homeless Shelters
 3. Attachment 2 - ORD25-0626 - EXHIBIT A - Code Amendments

10. STAFF REPORTS

- A) Other - City Manager Teri Killgore

11. COUNCILMEMBER REPORTS & COMMENTS

12. ADJOURNMENT

UPCOMING MEETING SCHEDULE:

- A) Monday, July 27, 2026 7:00 PM - City Council Regular Meeting
Monday, August 10, 2026 7:00 PM - City Council Regular Meeting - TENTATIVELY CANCELED
Monday, August 17, 2026 7:00 PM - City Council Regular Meeting - TENTATIVELY CANCELED
Monday, August 24, 2026 7:00 PM - City Council Regular Meeting - TENTATIVELY CANCELED

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.



Voucher Certification & Approval

City of Kenmore

DATE RANGE: 06/19/2026 through 07/02/2026

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

Total EFT Payments: # 2000-2006	106,467.83
Total Checks: #58515 through 58577	314,231.43
Total Payroll EFT & Bank Drafts: Payroll/Taxes/FSA/HSA/Retirement: Dated 06/26/2026	362,160.76
Total Wire Transfers: Dated 06/25/2026	886,466.99

Teri Kilgore

Teri Kilgore (Jul 7, 2026 17:57:49 PDT)

Jul 7, 2026

City Manager / Date

Malinda Marrell

Jul 7, 2026

Finance Director / Date

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
KBA INC.	2000	07/02/2026	Jan - Mar 2026 Professional Svcs 25-C3147	7,840.76
REGIONAL CRISIS RESPONSE AGENCY	2001	07/02/2026	Q3 2026 Plus Catch-Up 23-C2903	66,268.64
U.S. BANK PURCHASE CARDS	2002-2006	07/02/2026	Training & Travel, Subscriptions & Memberships, Supplies, Computer Hardware, Recruitment, Uniforms	32,358.43
AWC EMPLOYEE BENEFIT TRUST/VIMLY	58515	06/26/2026	Employee Health Insurance & Contributions	106,636.44
VOID	58516	06/26/2026	Void	-
VOID	58517	06/26/2026	Void	-
DEPARTMENT OF LABOR AND INDUSTRIES	58518	06/26/2026	City of Kenmore	8,209.37
VOID	58519	06/26/2026	Void	-
VOID	58520	06/26/2026	Void	-
ESD - LTC	58521	06/26/2026	Long Term Care Fund	2,867.42
VOID	58522	06/26/2026	Void	-
ESD - PFML	58523	06/26/2026	Paid Family & Medical Leave	7,199.83
VOID	58524	06/26/2026	Void	-
VOID	58525	06/26/2026	Void	-
NATIONAL LIFE INSURANCE CO.	58526	06/26/2026	Life Insurance	37.50
AABCO BARRICADE COMPANY INC.	58527	07/02/2026	Traffic Control Equipment & Signs for Stock	1,861.40
ACORN CONSULTING LLC	58528	07/02/2026	Jul 2026 Federal Consulting	6,000.00
ALL BATTERY SALES & SERVICE	58529	07/02/2026	CH Battery Recycle Bin Pick Up	329.80
ANSWERING SERIVCE CARE LLC	58530	07/02/2026	Jun-Jul 2026 After Hours Call Out Service	212.06
AURORA RENTS	58531	07/02/2026	Concrete Form Stake Rental SR 26998 Twin Springs	207.92
CALPORTLAND COMPANY	58532	07/02/2026	Gravel SR 2698 Twin Springs Amenities Install, WO 13842 & 13843 Raise Catch Basins	305.18
CANON FINANCIAL SERVICES, INC.	58533	07/02/2026	Jun 2026 Copier Rental 2nd Floor	266.56
CASEY NORMAN BAKER	58534	07/02/2026	Summer Concert Performance on 07/16/2026	3,000.00
CERTAPRO PAINTERS	58535	07/02/2026	Painting at CH Executive Suite & CM Office	3,174.61

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
ELYON MAINTENANCE, INC.	58536	07/02/2026	SR 522 Landscaping Svcs 25-C3100 & Mitigation Mgmt / Landscape Maint 24-C3074	23,190.57
FERGUSON WATERWORKS #3156	58537	07/02/2026	Materials WO 13842 & 13843 Raise Catch Basins	981.66
FLAGS A'FLYING	58538	07/02/2026	CH Flag Pole Repairs	7,462.90
GAYLEN SAUVE	58539	07/02/2026	4th of July DJ	600.00
GCP WW HOLDCO, LLC	58540	07/02/2026	Pants / Boots Seasonal JM, KE & Annual Boot Allowance BB	1,278.46
GREEN LATRINE INC	58541	07/02/2026	4th of July Toilets	2,280.00
HORIZON DISTRIBUTORS INC	58542	07/02/2026	Parts for Water Trailer Repair	64.36
IRUM YASIR BUTT	58543	07/02/2026	Security Deposit Return Permit 2876	250.00
JOHNSON'S JUNK REMOVAL LLC	58544	07/02/2026	Junk Removal for CE24-0032 Abatement	6,529.55
JOSHUA ANDERSON	58545	07/02/2026	Review Fees Refund CMB25-0685	1,528.27
KENMORE MIDDLE SCHOOL	58546	07/02/2026	Q1 & Q2 2026 Contributions	5,500.00
KING COUNTY FINANCE	58547-58548	07/02/2026	Sewer Treatment Capacity Charge Hangar & May 2026 Public Def Screening 23-C2917 (MOA)	228.49
MICHELLE KANG	58549	07/02/2026	NW Clerks Inst Prof Dev Training Reimbursement	887.80
MINUTEMAN PRESS	58550	07/02/2026	4th of July Notification Letter	535.12
MORUP SIGNS, INC.	58551	07/02/2026	Arrowhead DR & 80th Ave NE Sidewalk Proj Signs	2,592.05
NARWHAL MET, LLC	58552	07/02/2026	Jul 2026 Weather Monitoring Svcs	425.00
NATIONAL BARRICADE CO., LLC	58553	07/02/2026	Sings and Barricades for Stock & Pedestrian Fencing for Farmers Market	573.80
NORTHSHORE UTILITY DIST	58554	07/02/2026	Irrigation & Restrooms Parks & ROW	7,868.42
VOID	58555	07/02/2026	Void	-
NORTHSHORE UTILITY DIST	58556	07/02/2026	Fleet Fuel & Maintenance	7,872.89
OFFICE DEPOT	58557	07/02/2026	Notebooks for AF	29.79
ONE DIVERSIFIED	58559	07/02/2026	2026-2027 Maintenance Council Chambers 26-C3266	21,590.09
OSBORN CONSULTING INC.	58560	07/02/2026	May 2026 Professional Svcs 23-C2994	6,688.02
PAWS	58561	07/02/2026	May 2026 Animal Sheltering Svcs 10-C873	992.00
PUGET SOUND ENERGY	58562	07/02/2026	Gas & Electricity CH, Parks, Signals & ROW	28,561.61
ROBERT HALF	58563	07/02/2026	Temp Front Desk Week Ending 06/19/2026	382.73
SHERWIN WILLIAMS CO.	58564	07/02/2026	Paint for Executive Meeting Room	36.51
SNOHOMISH COUNTY	58565	07/02/2026	May 2026 Drainage Maint Disposal	3,160.00
STAPLES	58566	07/02/2026	Maintenance Supplies CH & Hangar	935.17
SUNBELT RENTALS	58568	07/02/2026	Manlift Rental Log Boom & Rhod Parks, Chipper Rental Log Boom Park	2,628.06
THOMAS JOACHIMIDES	58569	07/02/2026	Work Boot Reimbursement	206.81
TOTAL LANDSCAPE CORP	58570	07/02/2026	Landscaping & Maint Svcs CH & Parks, ROW 68th/Samm Bridge/Juanita	23,197.08
USARCHIVE & IMAGING SERVICES INC	58571	07/02/2026	Scanning Permit Files	2,690.47
VECA ELECTRIC & TECHNOLOGIES, LLC	58572	07/02/2026	Card Rader Install CH - TK Office	1,898.60
WASHINGTON CITY/COUNTY MGMT ASSOC	58573	07/02/2026	WCMA 2026 Summer Conference TC	505.92
WESTERN ENTRANCE TECHNOLOGY, LLC	58574	07/02/2026	Door Repair Hangar West ADA Door	752.80
WHIRLWIND SERVICES, INC.	58575	07/02/2026	Supplemental Street Sweeping Svcs 25-C3152	8,673.72
ZIPLY FIBER	58576	07/02/2026	Jun-Jul 2026 Internet PW Office	163.54
ZUMAR	58577	07/02/2026	Signs for 61st Sidewalk Replacement Project	181.08
MISSION SQUARE / 109964	DFT0003303-3304	06/26/2026	City of Kenmore 401a & 401a Loans	31,454.14
DRS 457	DFT0003305-3307	06/26/2026	DRS 457 Deferred Comp	1,888.94
MISSION SQUARE 457 / 304745	DFT0003308-3311	06/26/2026	ICMA 457 Deferred Comp	8,609.13
NAVIA HSA	DFT0003312	06/26/2026	Employee Health Savings Contribution	382.76
LINCOLN NATIONAL LIFE INSURANCE	DFT0003313-3314	06/26/2026	Life Ins/ADD & LTD	2,630.95
PERS DEPT OF RETIREMENT SYSTEMS	DFT0003315-3322	06/26/2026	Public Employees Retirement	30,633.19

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
NAVIA FSA	DFT0003323	06/26/2026	Employee Flexible Spending Account	998.84
BANNER BANK 941 DEPOSIT	DFT0003324	06/26/2026	Social Security, Medicare & Fed Withholding	50,313.13
PAYROLL	Electronic Transfer	06/26/2026	Direct Deposit	235,249.68
STEWART TITLE	Wire Transfer	06/25/2026	175th Street Land Purchase	886,466.99
Grand Total:				<u><u>1,669,327.01</u></u>

Vendor Purchasing Report

For Date Range 01/01/2026 - 07/02/2026

Name	Volume
3CMA CITY-COUNTY COMMUNICATIONS & MARKETING ASSOC.	400.00
4IMPRINT	1,322.10
4LEAF INC	14,542.50
A1 LANDSCAPING AND CONSTRUCTION, INC	722,597.51
AA ASPHALTING LLC	13,169.82
AABCO BARRICADE COMPANY INC.	1,861.40
ACORN CONSULTING LLC	36,000.00
ADVANCE TESTING & SERVICE INC	2,090.00
AFRICANS ON THE EASTSIDE	1,500.00
AGORA REFRESHMENTS	1,758.75
ALISON JENKINS	275.43
ALL BATTERY SALES & SERVICE	549.96
ALLPLAY SYSTEMS LLC	458.85
ALPHAGRAPHS	471.24
ALWAYS ACTIVE SERVICES LLC	55,526.00
AM TEST, INC	1,620.00
AMBER CLIFTON	1,844.51
AMERICAN GENERAL LIFE GPO/400S	1,321.98
AMERICAN TRAFFIC SOLUTIONS INC	238,933.00
AMY'S ARITISTIC EXPRESSIONS	1,300.00
ANDRAPAIGE DESIGNS LLC	1,500.00
ANSWERING SERIVCE CARE LLC	1,177.26
ANTANIE JUMANCA	7,500.00
AON RISK INSURANCE SERVICES WEST, INC	200.00
APPLEONE EMPLOYMENT SERVICES	21,106.34
ARMSTRONG SERVICES	59,515.02
ARTS OF KENMORE	2,970.00
ASSOCIATION OF WA CITIES	24,575.79
AURORA RENTS	600.54
AWC EMPLOYEE BENEFIT TRUST/VIMLY	676,375.10
AWCPD	95.00
AZTECA SYSTEMS, LLC	47,352.24
BANNER BANK 941 DEPOSIT	500,101.00
BCN TELECOM, INC.	7,419.92
BEAVERS NORTHWEST	9,879.34
BECKWITH CONSULTING GROUP	6,720.00
BOB OATES SEWER ROOTER LLC	684.90
BOTHELL KENMORE CHAMBER OF COMMERCE	12,500.00
BRAD BURLISON	648.51
BROADCAST MUSIC, INC.	459.82
BUILDERS EXCHANGE OF WASHINGTON INC	840.11
BULGER SAFE & LOCK, INC.	2,218.74
CALPORTLAND COMPANY	1,682.98
CANON FINANCIAL SERVICES, INC.	1,599.36
CASCADE PEST CONTROL	3,560.08

Name	Volume
CASCADIA COLLEGE	1,528.00
CASEY NORMAN BAKER	3,000.00
CEDAR GROVE COMPOSTING, INC.	1,761.07
CENTER FOR HUMAN SERVICES	23,813.00
CENTRICITY GIS, LLC	14,656.25
CERTAPRO PAINTERS	3,705.40
CHAE LAW FIRM, O.S. IOLTA	16,818.10
CHARLES KAUFMANN	443.81
CHARLIE PARKS	296.88
CHICAGO TITLE	478.97
CITY OF BELLEVUE	97,377.40
CITY OF KENMORE	4,420.16
CITY OF KENT	575.00
CITY OF LAKE FOREST PARK	87,216.00
CIVICPLUS LLC	10,882.96
COMCAST	13,309.44
COMCAST BUSINESS	1,624.71
COMMANDLINK	14,906.01
CONFLICT MANAGEMENT STRATEGIES INC	2,426.60
CONFLUENCE ENVIRONMENTAL COMPANY	6,122.10
CONSOLIDATED PRESS	5,937.29
CONVERGINT TECHNOLOGIES	1,282.79
CORE DESIGN, INC.	1,359.60
CORNERSTONE ARCHITECTUAL GROUP	19,385.00
COSTAR REALTY INFORMATION INC	948.58
CWA CONSULTANTS, PS	1,820.00
DAILY JOURNAL OF COMMERCE	2,110.90
DAVID SAMOLYUK	136.75
DE LA SOIL LLC	300.00
DEPARTMENT OF COMMERCE	113,742.96
DEPARTMENT OF LABOR AND INDUSTRIES	48,526.22
DGR DEVELOPMENT, INC.	3,538.01
DOMESTIC ABUSE WOMENS NETWORK	2,500.00
DRS 457	23,405.36
DRSi A CRISP COMPANY	1,151.81
DTG RECYCLE	41,596.72
E SQUARED SYSTEMS, LLC	595.62
EBIX, INC.	264.72
ELECTRONIC BUSINESS MACHINES	1,293.32
ELLY GALLO	46.41
ELYON MAINTENANCE, INC.	142,143.42
ENVIRONMENTAL SYSTEMS RESEARCH INST	21,442.32
ESD - LTC	16,929.99
ESD - PFML	43,368.74
ESD - UI TAX ADMINISTRATION	3,558.07
EVERGREEN METAL WORKS LLC	7,499.50
FAMILIES OF COLOR SEATTLE	1,305.00
FEDEX	57.84

Name	Volume
FERGUSON WATERWORKS #3156	1,546.63
FIRE PROTECTION, INC	4,385.86
FLAGS A'FLYING	7,832.41
FLEMINGS HOLIDAY LIGHTING LLC	1,825.88
FLYWAY RETAIL + LIVING	3,668.46
FOOTPRINT PROMOTIONS	3,840.30
FOURTEN CREATIVE	70.80
FUELCARE	2,704.39
GAMES2U	1,480.99
GAYLEN SAUVE	600.00
GAYLYNN BRIEN	264.46
GCP WW HOLDCO, LLC	5,199.00
GENERAL CODE LLC	2,181.12
GENSCO INC	1,000.00
GORDON THOMAS HONEYWELL	23,950.00
GRAINGER	1,600.88
GRANICUS	7,821.06
GRATING PACIFIC LLC	4,095.00
GREEN LATRINE INC	2,280.00
H.D. FOWLER COMPANY	402.07
HANNAH BEASLEY	33.14
HEIDELBERG MATERIALS	1,586.29
HENDEN ELECTRIC INC	35,990.00
HERRERA ENVIRONMENTAL CONSULTANTS	6,859.36
HESTON PHOTOGRAPHY	580.70
HIATT SPRING LLC	7,500.00
HILLIS CLARK MARTIN & PETERSON P.S.	3,910.00
HIMA NURSERY, INC.	2,813.22
HOLMBERG COMPANY	3,470.04
HOME DEPOT CREDIT SERVICES	6,201.84
HONEY BUCKET	1,491.75
HOPELINK	500.00
HORIZON DISTRIBUTORS INC	10,378.06
HOUSING CONNECTOR	1,250.00
HRA VEBA TRUST	22,995.00
ICLEI	1,800.00
INSIDESOURCE WASHINGTON, INC	1,128.51
INSLEE, BEST, DOEZIE & RYDER, P.S.	210,771.73
INTEGRA REALTY RESOURCES - SEATTLE	9,000.00
IRUM YASIR BUTT	500.00
iWORQ SYSTEMS	6,155.00
JACOBS ENGINEERING GROUP	331,212.07
JAKE SCHUMACHER VIDEOGRAPHY	330.00
JANBOLAT ABSEIT	39.80
JAYMARC AV	415.00
JD STOLLWERCK	302.82
JET CITY PRINTING	3,585.51
JOHN VICENTE	1,582.71

Name	Volume
JOHNSON'S JUNK REMOVAL LLC	6,529.55
JOSHUA ANDERSON	1,528.27
KAITLIN GRIMM	260.00
KBA INC.	62,347.00
KENMORE ELEMENTARY PTA	4,331.67
KENMORE HERITAGE SOCIETY	2,500.00
KENMORE MIDDLE SCHOOL	8,250.00
KENMORE SENIOR CENTER	11,750.00
KIMLEY HORN AND ASSOCIATES, INC.	4,943.00
KING COUNTY FINANCE	175,571.73
KING COUNTY FINANCE	1,721.88
KING COUNTY RADIO COMM SERVICES	618.79
KING COUNTY SHERIFF	1,847,397.50
KING COUNTY TREASURY	118,752.34
KPFF CONSULTING ENGINEERS	169,381.78
LAKE CITY PICTURE FRAMING	165.13
LANGUAGE LINE SERVICES, INC.	27.16
LIGHTHOUSE CONSULTING INC	89,064.97
LINCOLN NATIONAL LIFE INSURANCE	15,866.82
LUCAS FOWLER	223.30
LUPITA ZAMORA CONSULTING LLC	1,200.00
MANJINDER DHALIWAL & PARMINDER BHANDAL	5,359.83
MARY MILLER STEPHENS	6,250.00
MAURITA COLBURN	112.48
MCKEE APPRAISAL REAL ESTATE SERVICES & CONSULTING, INC.	5,600.00
MELANIE O'CAIN	435.78
MICHELLE KANG	1,771.47
MINUTEMAN PRESS	1,438.77
MISSION SQUARE / 109964	424,675.78
MISSION SQUARE 457 / 304745	114,846.48
MKS PROPERTIES	11,053.94
MORGAN STANLEY CAPITAL MANAGEMENT LLC	5,000.00
MORUP SIGNS, INC.	2,592.05
MSR COMMUNITIES LLC	7,500.00
NAMI EASTSIDE	5,000.00
NANCY OBERG	8,500.00
NARWHAL MET, LLC	2,550.00
NATHAN LOUTSIS	788.40
NATIONAL BARRICADE CO., LLC	573.80
NATIONAL LEAGUE OF CITIES	2,256.00
NATIONAL LIFE INSURANCE CO.	225.00
NAVIA FSA	27,239.92
NAVIA HSA	4,975.88
NELSON ELECTRIC, INC.	12,060.21
NIGEL HERBIG	1,554.36
NORTHSHORE PARK & REC SERVICE AREA	2,720.00
NORTHSHORE SCHOOL DISTRICT	32,116.00
NORTHSHORE SCHOOLS FOUNDATION	1,250.00

Name	Volume
NORTHSHORE SENIOR CENTER	10,000.00
NORTHSHORE UTILITY DIST	77,510.76
NORTHSHORE YOUTH SOCCER ASSOC.	55.00
NORTHWEST ARBORICULTURE LLC	9,913.22
NORTHWEST TROPHY	336.07
NUHSA	1,880.00
OFFICE DEPOT	3,430.70
OLBRECHTS & ASSOCIATES, PLLC	216.00
OLSON BROTHERS PRO VAC LLC	16,517.16
OLYMPIC ENVIRONMENTAL RESOURCES INC	26,058.72
ONE DIVERSIFIED	21,590.09
OPEN DOORS FOR MULTICULTURAL FAMILIES	2,500.00
O'REILLY/FIRST CALL	90.30
OSBORN CONSULTING INC.	273,195.15
OTTO ROSENAU & ASSOCIATES, INC	7,475.75
PACE ENGINEERS, INC.	70,598.75
PACIFIC TOPSOILS	1,753.66
PanGEO, INC	1,967.50
PARAMETRIX INC	292,197.22
PARKROSE/McLENDONS HARDWARE	393.66
PAWS	3,214.00
PENDLETON CONSULTING LLC	11,699.90
PERS DEPT OF RETIREMENT SYSTEMS	407,077.10
PLYWOOD SUPPLY	571.37
PNW HEAVY CIVIL CONSTRUCTION LLC	116,973.83
PRECISION CONCRETE CUTTING	9,565.35
PROCOM LLC	266.00
PROFESSIONAL SPORTS PUBLICATIONS INC	2,500.00
PSR MECHANICAL, LLC	12,818.61
PUGET SOUND CLEAN AIR AGENCY	25,127.00
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR	2,401.62
PUGET SOUND ENERGY	308,649.18
PUGET SOUND FINANCE OFFICERS ASSOC	75.00
PUGET SOUND PLANTS	118.69
PUT A STAGE ON IT	3,998.38
QUADIENT FINANCE USA INC	3,110.00
QUADIENT LEASING USA, INC.	920.89
QUINN PROFFITT	245.50
REGIONAL ANIMAL SERVICES OF KC	325.00
REGIONAL CRISIS RESPONSE AGENCY	118,301.89
REPUBLIC SERVICES #172	10,477.09
ROADWAY MANAGEMENT TECHNOLOGIES LLC	23,163.00
ROBERT HALF	382.73
RRJ COMPANY, LLC	101,574.51
RYATT CONSTRUCTION LLC	2,229,132.33
SAGACITY MEDIA, INC.	1,200.00
SAMNANG ROEUN	433.15
SANDA INC	7,500.00

Name	Volume
SARABJIT MANN	2,000.00
SARAH ROBERTS	42,220.53
SAVIBANK	314.88
SCENIC 365 LLC	2,000.00
SCHINDLER ELEVATOR CORPORATION	3,262.62
SCORE	96,336.41
SCOTT PASSEY	722.50
SEATTLE TIMES	5,022.64
SENTINEL OFFENDER SERVICES, LLC	2,130.46
SESAC	641.00
SHERWIN WILLIAMS CO.	329.25
SHI INTERNATIONAL CORP.	47,161.70
SHORELINE FIRE DEPT	17,019.00
SHRED IT, C/O STERICYCLE, INC>	675.40
SISKUN POWER EQUIPMENT	1,909.15
SITESCAPES, INC.	28,211.40
SNOHOMISH COUNTY	7,366.00
SOFTWAREONE, INC.	663.29
SPECIALTY DOOR SERVICE, INC.	5,153.88
STAPLES	17,403.31
STATE AUDITOR'S OFFICE	8,301.45
STEWART MACNICHOLS HARMELL, INC.	30,000.00
SUNBELT RENTALS	6,635.01
SUSTAINABLE MUSIC NORTHWEST	825.00
T MOBILE USA, INC.	9,849.84
TACOMA SCREW PRODUCTS, INC.	354.86
TAMBI CORK	428.50
TARA DUNFORD	2,767.50
TAYLOR MADE TDS, INC	4,027.12
TERRI BIELENBERG	755.45
THE ORIGINAL POOP BAGS	1,759.89
THOMAS JOACHIMIDES	941.24
TOBIN BENNETT GOLD	1,403.94
Todd Hall	108.75
TOTAL LANDSCAPE CORP	119,893.98
TRICO COMPANIES LLC	6,625.00
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESOTA	1,913.94
TYLER TECHNOLOGIES, INC.	479.81
U.S. BANK PURCHASE CARDS	146,853.68
ULINE	2,313.23
URBAN FORESTRY NURSERY, INC.	2,604.23
US POSTAL SERVICE	5,137.17
USARCHIVE & IMAGING SERVICES INC	2,690.47
UTILITIES UNDERGROUND LOCATION CTR	958.26
V2WORKS	2,136.01
VAUGHAN, KENT	645.25
VECA ELECTRIC & TECHNOLOGIES, LLC	44,250.27
VERGE STUDIOS	7,700.00

Name	Volume
VERIZON WIRELESS	200.16
WA ASSOC OF BUILDING OFFICIALS	25.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	65.00
WA CITIES INSURANCE AUTHORITY	896,332.00
WA STATE DEPT OF LABOR & INDUSTRIES	302.30
WA STATE DEPT OF TRANSPORTATION	4,462.67
WA STATE DEPT OF TRANSPORTATION	700.00
WAGNER ARCHITECTS	309,911.03
WALTER E. NELSON CO.	28.13
WASHINGTON ASSOCIATION OF CONSERVATION DISTRICTS	881.56
WASHINGTON AUDIOLOGY SERVICES, INC.	1,219.50
WASHINGTON AUTISM ALLIANCE	1,000.00
WASHINGTON CITY/COUNTY MGMT ASSOC	947.12
WASHINGTON RECREATION & PARK ASSOC.	1,210.00
WASHINGTON STATE DEPARTMENT OF ECOLOGY	15,114.00
WASHINGTON STATE OFFICE CASH MGMT	318.00
WASHINGTON STATE TREASURER	3,009.60
WASHINGTON STATE UNIVERSITY-CONFERENCE MANAGEMENT	1,200.00
WESTERN DISPLAY FIREWORKS, LTD.	17,500.00
WESTERN ENTRANCE TECHNOLOGY, LLC	752.80
WESTLAKE HARDWARE WA-153	1,579.24
WHIRLWIND SERVICES, INC.	27,027.00
WM CORPORATE SERVICES INC.	25,177.90
XEROX CORPORATION	3,237.90
ZEN DEVELOPMENT, LLC	37,713.14
ZHEN LUAN	23,060.70
ZIPLY FIBER	4,330.62
ZONAR SYSTEMS	545.06
ZUMAR	181.08

2026-07-02 Voucher List for Approval

Final Audit Report

2026-07-08

Created:	2026-07-07
By:	Jenilee Knox (jknox@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9cERq2fI8V_OgoW0WbvE7ZgXL18OdiG

"2026-07-02 Voucher List for Approval" History

-  Document created by Jenilee Knox (jknox@kenmorewa.gov)
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-  Document emailed to Melinda Merrell (mmerrell@kenmorewa.gov) for signature
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-  Email viewed by Melinda Merrell (mmerrell@kenmorewa.gov)
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-  Email viewed by Teri Killgore (tkillgore@kenmorewa.gov)
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-  Document e-signed by Teri Killgore (tkillgore@kenmorewa.gov)
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-  Agreement completed.
2026-07-08 - 0:57:49 AM GMT

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/20/2026

Subject/Topic:	Proposed Council Action/Motion:
Direction on Emergency Shelter, Transitional Housing, Emergency Housing, and Permanent Supportive Housing (STEP) Housing Regulations Department: Community Development Prepared by: Debbie Bent, Assistant City Manager/Community Development Director Attachments: 1. Ordinance 26-0642 (revised 7/14/26, to address scriveners errors) 2. Exhibit A Revised draft STEP Housing Regulations (revised 7/14/26, to address scriveners errors and formatting)	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Motion to adopt Ordinance 26-0642

Approvals:

Department Head	DB 7/8/26	City Attorney		Finance Director	n/a	City Manager		Optional	Initials & Date
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Summary/Background:

Summary: The agenda packet for the 7/20/26 City Council meeting is publicly available prior to the 7/13/26 City Council meeting. Scriveners errors and formatting changes were made to the draft ordinance (Attachment #1 and Attachment #2) following the 7/13/26 Public Hearing on STEP regulations as noted in a revised 7/20/26 agenda bill and attachments. Staff recommends adopting Ordinance 26-0642 STEP Housing regulations.

Summary of Draft STEP Housing Regulations - Amendments to the Kenmore Municipal Code (KMC):

- Added required definitions for STEP Housing – Emergency Housing KMC 18.20.891, Emergency Shelter KMC 18.20.892, Permanent Supportive Housing KMC 18.20.2045, STEP Housing KMC 18.20.2927, and Transitional Housing KMC 18.20.2995.
- Added Permanent Supportive Housing and Transitional Housing as permitted uses in zones where residential uses are allowed:
 - Residential zones R1, R4, R6 - KMC 18.21.020 Table A
 - Residential zones R12, R18, R24 - KMC 18.21.040 Table A
 - Manufactured Housing Community (MHC) zone - KMC 18.21.045 Table D
 - Neighborhood Business (NB) zone – KMC 18.22.010 Table A
 - Downtown Residential (DR) zone - KMC 18.24.020 Table A
 - Urban Residential (UR) zone - KMC 18.24A.020 Table A

- Downtown Commercial (DC) zone – KMC 18.25.020 Table A
 - Urban Corridor (UC) zone - KMC 18.25A.030 Table A (west sub-area) and KMC 18.25A.040 Table B (east sub-area)
 - Waterfront Commercial (WC) zone – KMC 18.25B.020 Table A
 - Regional Business (RB) zone – KMC 18.26.030 Table A (north sub-area), KMC 18.26.040 Table B (east sub-area), KMC 18.26.050 Table C (west sub-area)
 - Transit Oriented District (TOD) Overlay zone – KMC 18.29.040 Table A
 - Neighborhood Business (NB) zone – KMC 18.22.010 Table A. Added after the 6/8/26 public hearing.
 - Community Business (CB) zone - KMC 18.23.020 Table A (west sub-area), KMC 18.23.025 Table A (Juanita sub-area). Added after the 6/8/26 public hearing.
 - Permanent Semi-Public (PSP) zone in limited areas - KMC 18.27.020 Table A with reference to footnotes 6 and 7. Added after the 6/8/26 public hearing.
- Added Emergency Housing and Emergency Shelters as a permitted use in zones where hotels are allowed:
 - Downtown Commercial (DC) zone – KMC 18.25.020 Table A
 - Urban Corridor (UC) zone – KMC 18.25A.030 Table A (west sub-area) and KMC 18.25A.040 Table B (east sub-area)
 - Waterfront Commercial (WC) zone – KMC 18.25B.020 Table A
 - Regional Business (RB) zone – KMC 18.26.030 Table A (north sub-area), KMC 18.26.040 Table B (east sub-area), KMC 18.26.050 Table C (west sub-area)
 - Urban Residential (UR) zone - KMC 18.24A.020 Table A. Changed from conditional use to permitted use after the 6/8/26 public hearing.
 - Transit Oriented District (TOD) overlay zone – KMC 18.29.040 Table A
 - Added STEP housing as a Type 1 administrative approval process (approval by Development Services Director, no administrative appeals), KMC 19.25.020 Exhibit A. If a STEP housing project also includes a short plat, zoning variance, conditional use permit shoreline permit, site plan or critical area variance/modification then a Type 2 administrative process is required (decision by the Development Services Director, appealable to the Hearing Examiner with no further administrative appeal) KMC 18.77.060.
 - Added a code section for emergency shelter and emergency housing certification KMC 18.77.070. KMC 18.77.070.A. Amended after the 6/8/26 Public Hearing based on Council action.
 - Added a code section where the City may enter into a contract with a sponsor proposing STEP Housing where the City has a stated interest, KMC 18.77.080.
 - Clarified that residential uses are prohibited in the Parks Zone KMC 18.28.020 Table A. Added after the 6/8/26 Public Hearing.

Previous Council Action(s):

At the 6/8/26 City Council meeting, link to agenda [City Council Regular Meeting of Monday, June 8, 2026 • City of Kenmore Agendas and Minutes • CivicClerk](#), a Public Hearing was held to receive input on revised draft STEP Housing regulations.

At the 5/11/26 City Council meeting, the City Council passed a motion (4-3) to strike the definition of good neighbor agreements and footnotes recommending establishment of good neighbor agreements for STEP housing development. These changes were reflected in the revised draft STEP housing regulations. At the 5/11/26 City Council meeting the City Council passed a motion (5-2) to amend the draft regulations to clarify that for STEP Housing projects of more than 100 units a Type 2 administrative land use process is required. Staff worked closely with the City Attorney to ensure that the administrative process required for STEP housing is consistent with the process for other types of residential development as required by state law. The following revisions were included in the revised STEP regulations.

- The distinction for type of process for a STEP housing project based on number of units (100 units or more) was struck in the draft regulations (KMC 19.25.020 Table A) to be consistent with the review process for other residential development.
- A STEP housing project is reviewed as a Type 1 Administrative Process (decision by Development Services Director, no administrative appeal), KMC 19.25.020 Table A.
- If the STEP housing project also includes a short plat, zoning variance, conditional use permit shoreline permit, site plan or critical area variance/modification then a Type 2 administrative process is required (decision by the Development Services Director, appealable to the Hearing Examiner with no further administrative appeal). This is consistent with the expedited review process for affordable housing projects, KMC 18.77.060.
- The recommendation for a community meeting was revised to include any project over 100 units, KMC 19.25.020 Table A footnote 7. Revision was made to be consistent for all residential development, not just STEP Housing.

Since publication of the 6/8/26 agenda information and public hearing notice, staff and the City attorney identified the following additional amendments for STEP Housing regulations that need to be considered to ensure consistency between the City's regulations and state legislation, to address consistency across zoning districts and consistency on permitting process. As the additional amendments are substantive, a second public hearing will be required to allow for public comment and review. A revised ordinance and revised STEP Housing regulations will be prepared for the 7/13/26 public hearing to include additional amendments.

- Amendment to Kenmore Municipal Code (KMC) 18.22.010 Table A, Neighborhood Business Zone – Use Allowances. Adding permanent supportive housing and transitional Housing as permitted uses in the Neighborhood Business zone. State law requires that a city may not prohibit transitional housing or permanent supportive housing in any zone where residential dwelling units or hotels are allowed. Residential dwelling units are permitted in this zone, but hotels are not a permitted use in this zone.
- Amendment to Kenmore Municipal Code (KMC) 18.23.020 Table A, Community Business Zone West Subarea – Use Allowances and KMC 18.23.025 Table A, Community Business Zone Juanita Subarea – Use Allowances. Adding permanent supportive housing and transitional Housing as permitted uses in the Community Business zone. State law requires that a city may not prohibit transitional housing or permanent supportive housing in any zone where residential dwelling units or hotels are allowed. Residential units are permitted in this zone, but hotels are not a permitted use in this zone.

- Amendment to Kenmore Municipal Code (KMC) 18.24A.020 Table A, Urban Residential Zone – Use Allowances. Allowing emergency housing and emergency shelters as permitted uses rather than conditional uses. In other zones where emergency housing and shelters are proposed to be permitted (Downtown Commercial, Urban Corridor, Waterfront Commercial, Regional Business) emergency housing and emergency shelters are proposed as permitted uses. State law requires that a city may not prohibit indoor emergency shelters or indoor emergency housing in any zone where hotels are allowed.
- Amendment to Kenmore Municipal Code (KMC) 18.28.020 Table A, Park zone – Use Allowances. Clarifying that all residential uses are prohibited in the Parks zone. The current code allows one dwelling unit per existing legal lot as of December 11, 2026. Propose eliminating this reference as these are non-conforming and adding residential dwelling units as prohibited uses in the Table.
- Amendment to Kenmore Municipal Code (KMC) 18.27.020 Table A, Public and Semi-Public Zone - Use Allowances. In the PSP zone multi-family dwellings are listed as permitted uses but references footnotes 6 and 7. Adding permanent supportive housing and transitional Housing as permitted uses in the Neighborhood Business zone but referencing to footnote 6 to clarify where such housing is allowed. State law requires that a city may not prohibit transitional housing or permanent supportive housing in any zone where residential dwelling units or hotels are allowed. Residential dwelling units are permitted in limited parts of this zone, but hotels are not a permitted use in this zone.

Footnote 6 states “Limited to: (a) developments sponsored by a *public agency* on properties abutting SR-522 containing at least 25 percent *very-low* or *low-income affordable housing units*; or (b) developments on surplus *public agency* property. Developments containing *very-low* or *low-income affordable housing units* shall meet the standards of Chapter 18.77 KMC.

Footnote 7 states “A standalone townhouse development is prohibited on properties abutting SR-522”.

Following the Public Hearing the City Council passed two motions (6-1) amending draft regulations. One motion eliminating a recommendation for a community meeting for all residential development KMC 19.25.020 Table A Footnote 7. A second motion eliminating three proposed requirements for emergency shelter and emergency housing certification KMC 18.77.070.A (3. notifying residents within 500 feet of a facility, 4. conducting more than one community meeting and 6b description of populations the project will serve and potential sources of referral).

At the 5/11/26 City Council meeting, link to agenda [City Council Special Meeting of Monday, May 11, 2026 • City of Kenmore Agendas and Minutes • CivicClerk](#). The City Council reviewed revised draft STEP Housing regulations. Revisions included a new draft KMC 18.77.070 to address HB 2266 requirements relating to Emergency Housing and Emergency Shelter certification and other good faith negotiations. Added footnotes to applicable permitted use tables for Indoor Emergency Housing and Indoor Emergency shelters which reference language in new KMC 18.77.070. Added a new draft KMC 18.77.080 to address HB 2266 requirements relating to STEP housing where the City has a stated interest. The City Council passed a motion (5-2) to amend the draft regulations to clarify that for STEP Housing projects of more than 100 units a Type 2 administrative land use process is

required. The City Council also passed a motion (4-3) to strike the definition of good neighbor agreements and footnotes recommending establishment of good neighbor agreements.

At the 3/16/26 City Council meeting, link to agenda, [City Council Special and Regular Meeting of Monday, March 16, 2026 • City of Kenmore Agendas and Minutes • CivicClerk](#), the City Council reviewed draft STEP regulations and gave direction to proceed with revising the draft regulations consistent with State Law.

At the 11/17/25 City Council meeting, link to agenda [City Council Regular Meeting of Monday, November 17, 2025 • City of Kenmore Agendas and Minutes • CivicClerk](#). The STEP Committee presented their recommendations on proposed amendments to zoning regulations for STEP Housing. Council discussion and questions following the presentation.

At the 3/24/25 City Council meeting, link to agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#), the City Council appointed members to serve on the STEP Housing Advisory Committee.

At the 2/24/25 City Council meeting, Link to agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#), the City Council approved the charter for the STEP Housing Advisory Committee.

At the 2/10/25 City Council meeting, Link to agenda [City Council Special and Regular Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#), staff gave an overview of the implications of House Bill 1195 and Senate Bill 5497 for STEP Housing.

At the 1/13/25 City Council study session, Link to agenda [City Council Special Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#). the City Council reviewed the proposed “draft” 2025 Planning Commission docket work program as well as work program items for proposed code amendments that would be reviewed and approved directly by the City Council. A work program item on the City Council work program included proposed amendments to the Kenmore Municipal Code to address Shelters, Transitional Housing, Emergency Housing and Permanent Supportive Housing (STEP Housing) to be consistent with HB 1220. In addition, a memo was included about the STEP housing work program regarding schedule, budget and review by a new limited term STEP Advisory Committee. Council made no changes to the proposed work program.

At the 3/25/24 City Council meeting, link to agenda [City Council Meeting • City of Kenmore Agendas and Minutes • CivicClerk](#), staff provided an update on Permanent Supportive Housing and Other Affordable Housing Topics. The memo noted that proposed amendments to the municipal code were anticipated as part of a 2025 work program item. The memo noted that several council members were interested in forming a committee to provide advice to the City Council on permanent supportive housing and that further direction would be needed regarding a committee charter.

Fiscal Consideration:

- \$47,700 City of Kenmore Contract 25-C3134 with Kimley-Horn and Associates
- \$2,283.12 Windows office licenses for STEP Committee members
- \$480 STEP Committee stipend requests

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

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

Goal 7. Housing & Human Services - Provide access and referral to housing and human services to meet the basic needs of all residents

[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
WASHINGTON
ORDINANCE NO. 26-0642**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING
TITLE 18 ZONING AND TITLE 19 LAND USE POLICIES AND PROCEDURES
OF THE KENMORE MUNICIPAL CODE, ESTABLISHING REGULATIONS FOR
SHELTER, TRANSITIONAL HOUSING, EMERGENCY HOUSING AND
PERMANENT SUPPORTIVE HOUSING (STEP HOUSING) AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, in 2021, the Washington State Legislature enacted House Bill 1220 (HB 1220), amending the Growth Management Act and municipal code requirements (RCW 36.70A.070(2), RCW 35A.21.430, and RCW 35.21.683) requiring local governments to plan for and accommodate housing affordable to all income levels by 2044 including shelters, transitional housing, emergency housing and permanent supportive housing; and

WHEREAS, in 2025 the Kenmore City Council created a limited term Shelter, Transitional Housing, Emergency Housing and Permanent Supportive Housing Committee (STEP Housing Committee) to conduct public outreach and provide recommendations on STEP Housing regulations; and

WHEREAS, from April 2025 through October 2025 the STEP Housing Committee reviewed proposed amendments to the Kenmore Municipal Code (KMC) and conducted public outreach; and

WHEREAS, on November 17, 2025, the STEP Housing Committee presented recommendations on proposed amendments to the Kenmore Municipal Code for STEP Housing regulations to the Kenmore City Council at a public meeting; and

WHEREAS, in 2026 the Washington State Legislature passed Engrossed Substitute House Bill 2266 (ESHB 2266) which: encouraged shelters, transitional housing, emergency housing and permanent supporting housing; amended RCW 35.21.683, 35A.21.430, and 36.130.020; reenacted and amended RCW 36.70A.030; and added a new section to chapter 36.70A RCW among other things; and

WHEREAS, the Kenmore City Council considered proposed amendments to the Kenmore Municipal Code for STEP Housing regulations at public meetings held on March 16, 2026, May 11, 2026, June 8, 2026, July 13, 2026, and July 20, 2026; and

WHEREAS, the Kenmore City Council desires to amend regulations in Titles 18, and 19 of the Kenmore Municipal Code to comply with state law, and to be consistent with Kenmore Comprehensive Plan policies adopted under Ordinance 24-0623; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act issued a determination of non-significance for the Proposed Amendments; and

WHEREAS, the City notified the Washington State Department of Commerce of the Proposed Amendments pursuant to RCW 36.70A.106; and

WHEREAS, on June 8, 2026, the City Council held a public hearing on the Proposed Amendments; and

WHEREAS, substantive amendments are being considered requiring an additional Public Hearing; and

WHEREAS, on July 13, 2026, the City Council held a public hearing on the Proposed Amendments; and

WHEREAS, the City Council finds that the Proposed Amendments meet the decision criteria of KMC 19.20.090(A) and (C), and desire to adopt the same;

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

Section 1. Findings Adopted. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full, in support of the adoption of this Ordinance.

Section 2. Amendments to the Kenmore Municipal Code. The City Council amends Chapters 18.20, 18.21, 18.22, 18.23, 18.24, 18.24A, 18.25, 18.25A, 18.25B, 18.26, 18.27, 18.28, 18.29, 18.77, and 19.25 of the Kenmore Municipal Code, as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 3. 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.

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.: 26-0642
DATE OF PUBLICATION:
EFFECTIVE DATE:

EXHIBIT A TO ORD. No. 26-0642

Chapter 18.20 of the Kenmore Municipal Code is amended to read as follows:

Chapter 18.20 Technical Terms and Land Use Definitions

Sections

* * *

18.20.880 Electrical substation.

18.20.885 Emergent wetland.

18.20.890 Emergency.

18.20.891 Emergency Housing

18.20.892 Emergency Shelter

18.20.900 Repealed.

18.20.910 Enhancement.

* * *

18.20.2035 Pedestrian walkway.

18.20.2040 Permanent school facilities.

18.20.2045 Permanent Supportive Housing

18.20.2050 Repealed.

18.20.2055 Personal service.

* * *

18.20.2920 Street frontage.

18.20.2925 Street tree.

18.20.2927 STEP Housing

The Kenmore Municipal Code is current through Ordinance 25-0628, passed May 27, 2025

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18.20.2930 Structure.

18.20.2935 Structural diversity.

* * *

18.20.2980 Repealed.

18.20.2990 Tower.

18.20.2995 Transitional Housing

18.20.3000 Trails.

18.20.3010 Repealed.

* * *

18.20.880 Electrical substation.

“Electrical substation” means a *site* containing equipment for the conversion of high voltage electrical power transported through transmission lines into lower voltages transported through distribution lines and suitable for individual users. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.885 Emergent wetland.

“Emergent wetland” means a *wetland* with at least 30 percent of the surface area covered by erect, rooted, herbaceous *vegetation* extending above the water surface as the uppermost vegetative stratum. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.890 Emergency.

“Emergency” means an occurrence during which there is imminent danger to the public health, safety and welfare, or which poses an imminent risk to property, as a result of a natural or manmade catastrophe as so declared by the *city manager*. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.891 Emergency Housing

“Emergency housing” means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement (RCW 36.70A.030(15)).

The Kenmore Municipal Code is current through Ordinance 25-0628, passed May 27, 2025

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18.20.892 Emergency Shelter

"Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. (RCW 36.70A.030(16)).

18.20.900 Energy resource recovery facility.

Repealed by Ord. 17-0438. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.910 Enhancement.

"Enhancement" means actions taken to improve habitat or water quality function and/or wildlife use in an existing viable wetland, stream, or habitat area or established buffers, by planting native species, removing nonnative species, installing habitat *structures*, installing environmentally compatible erosion controls, and any other measures approved by the City. Enhancement also includes actions performed to improve the quality of an existing degraded wetland, stream, or habitat area or buffer. [Ord. 24-0624 § 4 (Exh. B); Ord. 11-0329 § 3 (Exh. 1).]

* * *

18.20.2035 Pedestrian walkway.

"Pedestrian walkway" means a public walkway that connects public *streets* to other *streets*, *walkways*, *public spaces*, or *drives*. Public walkways should be lit for nighttime use and be aligned for maximum nighttime visibility. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2040 Permanent school facilities.

"Permanent school facilities" means facilities of a *school district* with a fixed foundation which are not *relocatable facilities*. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2045 Permanent Supportive Housing

"Permanent Supportive Housing" is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is

paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW (RCW 36.70A.030(33)).

18.20.2050 Personal medical supply store.

Repealed by Ord. 17-0438. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2055 Personal service.

"Personal service" means an establishment primarily engaged in providing services to individuals, such as beauty and barber shops, retail laundry and drycleaning including coin-operated, clothing alterations and repair, diaper services, carpet and upholstery cleaning services, photo studios, shoe repair, pet grooming, and repair of personal or household items. This definition excludes automotive repair and service.

May include NAICS 5322 (Consumer Goods Rental), 5323 (General Rental Center), 541921 (Photo Studios), 811211 (Consumer Electronics Repair and Maintenance), and 8114 (Personal and Household Goods Repair and Maintenance). May include 812 (Personal and Laundry Services) except the following: 8122 (Death Care Services), 812332 (Industrial Launderers), and 81293 (Parking Lots and Garages). [Ord. 14-0391 § 2 (Exh. 1).]

* * *

18.20.2920 Street frontage.

"Street frontage" means any portion of a *lot* or combination of *lots* which directly abut a *street*. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2925 Street tree.

"Street tree" means *trees* located within the *street* right-of-way, adjacent to public or *private streets*, including undeveloped areas. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2927 STEP Housing

"STEP Housing" refers to *Emergency shelter, Transitional housing, Emergency housing, and Permanent supportive housing*. See definitions for those individual terms.

18.20.2930 Structure.

"Structure" means anything permanently constructed in or on the ground, or over the water; excluding fences eight feet or less in height, decks less than 18 inches above grade, paved areas, and structural or nonstructural fill. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2935 Structural diversity.

"Structural diversity" means the relative degree of diversity or complexity of vegetation in a wildlife habitat area as indicated by the stratification or layering of different plant communities (e.g., ground cover, shrub layer, and tree canopy), the variety of plant species, and the spacing or pattern of vegetation. [Ord. 24-0624 § 4 (Exh. B).]

* * *

18.20.2980 Theatrical production services.

Repealed by Ord. 17-0438. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2990 Tower.

"Tower" means any wireless communications structure that is designed and constructed primarily for the purpose of supporting one or more antennas. "Tower" includes a lattice tower or monopole. "Tower" does not include a replacement utility pole or an amateur (ham) radio facility. [Ord. 16-0426 § 4 (Att. B).]

18.20.2995 Transitional Housing

"Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. (RCW 84.36.043(3)(c)). [Ord. 4393 § 1 (Exh. A), 2025].

18.20.3000 Trails.

"Trails" means manmade pathways designed and intended for use by pedestrians, bicyclists, equestrians, and/or recreational users. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.3010 Transfer station.

Repealed by Ord. 17-0438. [Ord. 11-0329 § 3 (Exh. 1).]

* * *

Sections 18.21.020 (Table A), 18.21.040 (Table C), 18.21.045 (Table D), 18.22.010 (Table A), 18.23.020 (Table A), 18.23.025 (Table A), 18.24.020 (Table A), 18.24A.020 (Table A), 18.25.020 (Table A), 18.25A.030 (Table A), 18.25A.040 (Table B), 18.25B.020 (Table A), 18.26.030 (Table A), 18.26.040 (Table B), 18.26.050 (Table C), 18.27.020 (Table A), 18.28.020 (Table A), and 18.29.040 (Table A) of the Kenmore Municipal Code are amended to read as follows:

KMC 18.21.020 Residential Zones R-1, R-4 and R-6 – Use Allowances

The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited uses* in residential zones R-1, R-4 and R-6:

Table A. R-1, R-4 and R-6 Zones Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Air transportation service</i> ¹	<i>Ambulatory surgery center</i> ²⁵	<i>Adult entertainment business</i>
<i>Arts, entertainment, indoor</i> ^{2,3}	<i>Arts, entertainment, outdoor</i> ²⁶	<i>Animal kennel/shelter</i>
<i>Day care</i> ⁴	<i>Cemetery, columbarium or mausoleum</i> ²⁷	<i>Auction house</i>
<i>Educational service</i> ⁵	<i>College/university</i> ²⁵	<i>Automotive sales and service, marine</i>
<i>Family child-care home</i> ⁶	<i>Community residential facility</i> ²⁸	<i>Automotive sales and service, non-marine</i>
<i>Fire or police facility</i> ^{7,8}	<i>Eating and drinking place</i> ^{3,29}	<i>Business service, intensive</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Health care and social assistance^{9,10}</i>	<i>Hospital²⁵</i>	<i>Business service, standard</i>
<i>Multiple-family dwelling¹¹</i>	<i>Manufactured housing community³⁰</i>	<i>Cannabis business</i>
<i>Office¹²</i>	<i>Personal service³¹</i>	<i>Cannabis cooperative</i>
<i>Park¹³</i>	<i>Recreational facility, indoor^{3,16,32}</i>	<i>Construction and trade</i>
<i><u>Permanent Supportive Housing</u></i>	<i>Regional land use^{33,34,35}</i>	<i>Funeral home/crematory</i>
<i>Recreational facility, outdoor^{14,15,16}</i>	<i>Retail sales^{31,36}</i>	<i>Laboratory</i>
<i>Religious institution¹⁷</i>	<i>Temporary lodging³⁷</i>	<i>Manufacturing, heavy</i>
<i>Resource land use¹⁸</i>		<i>Manufacturing, light</i>
<i>Single detached dwelling unit^{19,20}</i>		<i>Mobile food service</i>
<i>Standalone parking²¹</i>		<i>Retail sales, bulk</i>
<i>Supportive living facility²²</i>		<i>Secure facility</i>
<i><u>Transitional Housing</u></i>		<i>Transportation</i>
<i>Utility facility^{23,24}</i>		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

18.21.040 Residential Zones R-12, R-18 and R-24 – Use Allowances

The following uses listed in Table C are identified as *permitted*, *conditionally permitted*, or *prohibited* uses in residential zones R-12, R-18 and R-24:

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Table C. R-12, R-18, and R-24 Zones Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Air transportation service¹</i>	<i>Ambulatory surgery center²⁵</i>	<i>Adult entertainment business</i>
<i>Arts, entertainment, indoor^{2,3}</i>	<i>Arts, entertainment, outdoor²⁶</i>	<i>Animal kennel/shelter</i>
<i>College/university^{4,5}</i>	<i>Cemetery, columbarium or mausoleum²⁷</i>	<i>Auction house</i>
<i>Community residential facility</i>	<i>Eating and drinking place^{3,28}</i>	<i>Automotive sales and service, marine</i>
<i>Construction and trade⁶</i>	<i>Hospital⁵</i>	<i>Automotive sales and service, non-marine</i>
<i>Day care⁷</i>	<i>Personal service²⁹</i>	<i>Business service, intensive</i>
<i>Educational service⁸</i>	<i>Recreational facility, indoor^{3,30,31}</i>	<i>Business service, standard</i>
<i>Family child-care home⁹</i>	<i>Regional land use³²</i>	<i>Cannabis business</i>
<i>Fire or police facility^{10,11,12}</i>	<i>Retail sales^{29,33}</i>	<i>Cannabis cooperative</i>
<i>Health care and social assistance^{4,5,13}</i>	<i>Temporary lodging³⁴</i>	<i>Funeral home/crematory</i>
<i>Manufactured housing community</i>	<i>Warehousing³⁵</i>	<i>Laboratory</i>
<i>Multiple-family dwelling</i>		<i>Manufacturing, heavy</i>
<i>Office¹⁴</i>		<i>Manufacturing, light</i>
<i>Park¹⁵</i>		<i>Mobile food service</i>
<i><u>Permanent Supportive Housing</u></i>		<i>Resource land use</i>
<i>Recreational facility, outdoor^{16,17}</i>		<i>Retail sales, bulk</i>
<i>Religious institution¹⁸</i>		<i>Secure facility</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Single detached dwelling unit</i> <i>19,20</i>		<i>Transportation</i>
<i>Standalone parking</i> ²¹		<i>Vehicle or equipment rental</i>
<i>Supportive living facility</i>		<i>Vehicle refueling station</i>
<i><u>Transitional Housing</u></i>		<i>Wholesale trade</i>
<i>Utility facility</i> ^{22,23,24}		

Notes:

* * *

18.21.045 Residential Zone MHC – Use Allowances

The following uses listed in Table D are identified as *permitted*, conditionally permitted, or *prohibited* uses in residential zone MHC:

Table D. MHC Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Day care</i> ¹	<i>Community residential facility</i>	<i>Adult entertainment business</i>
<i>Family child-care home</i> ²	<i>Cemetery, columbarium or mausoleum</i>	<i>Air transportation service</i>
<i>Manufactured housing community</i> ⁸	<i>Educational service</i> ⁶	<i>Ambulatory surgery center</i>
<i>Park</i> ³	<i>Religious institution</i>	<i>Animal kennel/shelter</i>
<i><u>Permanent Supportive Housing</u></i>	<i>Supportive living facility</i>	<i>Arts, entertainment, indoor</i>
<i>Single detached dwelling unit</i> ^{4,5}	<i>Temporary lodging</i> ⁷	<i>Arts, entertainment, outdoor</i>
<i><u>Transitional Housing</u></i>		<i>Auction house</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
		<i>Automotive sales and service, marine</i>
		<i>Automotive sales and service, nonmarine</i>
		<i>Business service, intensive</i>
		<i>Business service, standard</i>
		<i>Cannabis business</i>
		<i>Cannabis cooperative</i>
		<i>College/university</i>
		<i>Construction and trade</i>
		<i>Eating and drinking place</i>
		<i>Fire or police facility</i>
		<i>Funeral home/crematory</i>
		<i>Health care and social assistance</i>
		<i>Hospital</i>
		<i>Laboratory</i>
		<i>Manufacturing, heavy</i>
		<i>Manufacturing, light</i>
		<i>Mobile food service</i>
		<i>Multiple-family dwelling</i>
		<i>Office</i>
		<i>Personal service</i>
		<i>Recreational facility, indoor</i>
		<i>Recreational facility, outdoor</i>
		<i>Regional land use</i>
		<i>Resource land use</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
		<i>Retail sales</i>
		<i>Retail sales, bulk</i>
		<i>Secure facility</i>
		<i>Standalone parking</i>
		<i>Transportation</i>
		<i>Utility facility</i>
		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

Notes:

* * *

18.22.010 Neighborhood Business Zone – Use Allowances

The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited uses* in the neighborhood business zone:

Table A. Neighborhood Business Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor^{1,2}</i>	<i>Automotive sales and service, marine⁴</i>	<i>Adult entertainment business</i>
<i>Business service, standard</i>	<i>Automotive sales and service, nonmarine⁴</i>	<i>Air transportation service</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Community residential facility⁹</i>	<i>Manufacturing, light</i>	<i>Ambulatory surgery center</i>
<i>Day care</i>	<i>Recreational facility, indoor^{2,22}</i>	<i>Animal kennel/shelter</i>
<i>Eating and drinking place^{2,10,28}</i>		<i>Arts, entertainment, outdoor</i>
<i>Educational service²⁸</i>		<i>Auction house</i>
<i>Fire or police facility¹²</i>		<i>Business service, intensive</i>
<i>Health care and social assistance^{13,14}</i>		<i>Cannabis business</i>
<i>Mobile food service²⁷</i>		<i>Cannabis cooperative</i>
<i>Multiple-family dwelling¹⁵</i>		<i>Cemetery, columbarium or mausoleum</i>
<i>Office</i>		<i>College/university</i>
<i>Park</i>		<i>Construction and trade</i>
<i><u>Permanent Supportive Housing</u></i>		<i>Family child-care home</i>
<i>Personal service²⁸</i>		<i>Funeral home/crematory</i>
<i>Religious institution</i>		<i>Hospital</i>
<i>Retail sales^{16,28}</i>		
<i>Single room occupancy¹⁵</i>		<i>Laboratory</i>
<i>Supportive living facility⁹</i>		<i>Manufactured housing community</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Temporary lodging</i> ^{18,19}		<i>Manufacturing, heavy</i>
<i><u>Transitional Housing</u></i>		<i>Recreational facility, outdoor</i>
<i>Vehicle refueling station</i>		<i>Regional land use</i>
		<i>Resource land use</i>
		<i>Retail sales, bulk</i>
		<i>Secure facility</i>
		<i>Single detached dwelling unit</i>
		<i>Standalone parking</i>
		<i>Transportation</i>
		<i>Utility facility</i>
		<i>Vehicle or equipment rental</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

Notes:

* * *

18.23.020 Community Business Zone – Use Allowances

The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited uses* in the community business zone west subarea:

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Table A. Community Business Zone West Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor¹</i>	<i>Ambulatory surgery center</i>	<i>Adult entertainment business</i>
<i>Business service, standard</i>	<i>College/university</i>	<i>Air transportation service</i>
<i>Day care</i>	<i>Community residential facility</i>	<i>Animal kennel/shelter</i>
<i>Eating and drinking place²</i>	<i>Fire or police facility</i>	<i>Arts, entertainment, outdoor</i>
<i>Educational service³</i>	<i>Laboratory</i>	<i>Auction house</i>
<i>Family child-care home⁴</i>	<i>Recreational facility, indoor</i>	<i>Automotive sales and service, marine</i>
<i>Health care and social assistance⁵</i>	<i>Regional land use</i>	<i>Automotive sales and service, non-marine</i>
<i>Multiple-family dwelling</i>	<i>Religious institution</i>	<i>Business service, intensive</i>
<i>Office</i>	<i>Supportive living facility</i>	<i>Cemetery, columbarium, or mausoleum</i>
<i>Park</i>		<i>Construction and trade</i>
<i><u>Permanent Supportive Housing</u></i>		<i>Funeral home/crematory</i>
<i>Personal service²</i>		<i>Hospital</i>
<i>Retail sales^{2,6}</i>		<i>Manufactured housing community</i>
		<i>Manufacturing, heavy</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Single detached dwelling unit, existing legal⁷</i>		
<i>Single room occupancy</i>		<i>Manufacturing, light</i>
<i>Standalone parking¹⁰</i>		<i>Cannabis business</i>
<i>Temporary lodging⁸</i>		<i>Cannabis cooperative</i>
<i><u>Transitional Housing</u></i>		<i>Mobile food service</i>
<i>Utility facility⁹</i>		<i>Recreational facility, outdoor</i>
		<i>Resource land use</i>
		<i>Retail sales, bulk</i>
		<i>Secure facility</i>
		<i>Transportation</i>
		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

Notes

18.23.025 Community Business Zone Juanita Subarea – Use Allowances

The following uses listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited* uses in the community business zone Juanita subarea:

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Table A. Community Business Zone Juanita Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor¹</i>	<i>Ambulatory surgery center</i>	<i>Adult entertainment business</i>
<i>Business service, standard</i>	<i>Automotive sales and service, marine⁷</i>	<i>Air transportation service</i>
<i>Day care</i>	<i>Automotive sales and service, non-marine⁷</i>	<i>Animal kennel/shelter</i>
<i>Eating and drinking place²</i>	<i>Community residential facility</i>	<i>Arts, entertainment, outdoor</i>
<i>Educational service²</i>	<i>Fire or police facility</i>	<i>Auction house</i>
<i>Health care and social assistance³</i>	<i>Laboratory</i>	<i>Business service, intensive</i>
<i>Mobile food service⁴</i>	<i>Manufacturing, light</i>	<i>Cemetery, columbarium, or mausoleum</i>
<i>Multiple-family dwelling⁵</i>	<i>Recreational facility, indoor</i>	<i>College/university</i>
<i>Office</i>	<i>Religious institution</i>	<i>Construction and trade</i>
<i>Park</i>	<i>Supportive living facility</i>	<i>Family child-care home</i>
<i><u>Permanent Supportive Housing</u></i>	<i>Vehicle refueling station</i>	<i>Funeral home/crematory</i>
<i>Personal service²</i>		<i>Hospital</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Retail sales²</i>		
<i>Single room occupancy⁵</i>		<i>Manufactured housing community</i>
<i>Standalone parking⁸</i>		<i>Manufacturing, heavy</i>
<i>Temporary lodging⁶</i>		<i>Cannabis business</i>
<i><u>Transitional Housing</u></i>		<i>Cannabis cooperative</i>
		<i>Recreational facility, outdoor</i>
		<i>Regional land use</i>
		<i>Resource land use</i>
		<i>Retail sales, bulk</i>
		<i>Secure facility</i>
		<i>Single detached dwelling unit</i>
		<i>Transportation</i>
		<i>Utility facility</i>
		<i>Vehicle or equipment rental</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

Notes

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18.24.020 Downtown Residential Zone – Use Allowances

The following uses listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited* uses in the downtown residential zone:

Table A. Downtown Residential Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor¹</i>	<i>Eating and drinking place¹</i>	<i>Adult entertainment business</i>
<i>Auction house, existing²</i>	<i>Educational service³</i>	<i>Air transportation service</i>
<i>Business service, standard³</i>	<i>Health care and social assistance¹⁰</i>	<i>Ambulatory surgery center</i>
<i>Community residential facility</i>	<i>Religious institution</i>	<i>Animal kennel/shelter</i>
<i>Day care⁴</i>	<i>Supportive living facility</i>	<i>Arts, entertainment, outdoor</i>
<i>Family child-care home⁵</i>	<i>Utility facility¹¹</i>	<i>Automotive sales and service, marine</i>
<i>Manufactured housing community¹²</i>		<i>Automotive sales and service, non-marine</i>
<i>Multiple-family dwelling⁶</i>		<i>Business service, intensive</i>
<i>Office³</i>		<i>Cemetery, columbarium or mausoleum</i>
<i>Park</i>		<i>College/university</i>
<i><u>Permanent Supportive Housing</u></i>		<i>Construction and trade</i>
<i>Personal service³</i>		<i>Fire or police facility</i>
<i>Recreational facility, indoor</i>		<i>Funeral home/crematory</i>
<i>Retail sales^{3,7}</i>		<i>Hospital</i>
<i>Single detached dwelling unit, existing legal⁸</i>		<i>Laboratory</i>
<i>Temporary lodging⁹</i>		<i>Manufacturing, heavy</i>
<i><u>Transitional Housing</u></i>		<i>Manufacturing, light</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
		<i>Marijuana business</i>
		<i>Marijuana cooperative</i>
		<i>Mobile food service</i>
		<i>Recreational facility, outdoor</i>
		<i>Regional land use</i>
		<i>Resource land use</i>
		<i>Retail sales, bulk</i>
		<i>Secure facility</i>
		<i>Standalone parking</i>
		<i>Transportation</i>
		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

Notes

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18.24A.020 Urban Residential Zone – Use Allowances

The following uses listed in Table A are identified as permitted, conditionally permitted or prohibited uses in the urban residential zone:

Table A. Urban Residential Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Day care</i>	<i>Arts, entertainment, indoor¹</i>	<i>Adult entertainment business</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Eating and drinking place¹</i>	<i>Business service, standard¹</i>	<i>Air transportation service</i>
<i>Educational service¹</i>	<i>Health care and social assistance¹</i>	<i>Ambulatory surgery center</i>
<i><u>Emergency Housing</u>⁵</i>	<i>Manufacturing, light^{1, 3}</i>	<i>Animal kennel/shelter</i>
<i><u>Emergency Shelter</u>⁵</i>	<i>Park</i>	<i>Arts, entertainment, outdoor</i>
<i>Mobile food service²</i>	<i>Personal service¹</i>	<i>Auction house</i>
<i>Multiple-family dwelling⁴</i>	<i>Recreational facility, indoor¹</i>	<i>Automotive sales and service, marine</i>
<i>Office¹</i>	<i>Regional land use</i>	<i>Automotive sales and service, non-marine</i>
<i><u>Permanent Supportive Housing</u></i>	<i>Retail sales^{1, 3}</i>	<i>Business service, intensive</i>
<i><u>Transitional Housing</u></i>	<i>Temporary lodging¹</i>	<i>Cannabis business</i>
<i>Single room occupancy⁴</i>		<i>Cannabis cooperative</i>
		<i>Cemetery, columbarium or mausoleum</i>
		<i>College/university</i>
		<i>Community residential facility</i>
		<i>Construction and trade</i>
		<i>Family child-care home</i>
		<i>Fire or police facility</i>
		<i>Funeral home/crematory</i>
		<i>Hospital</i>
		<i>Laboratory</i>
		<i>Manufactured housing community</i>
		<i>Manufacturing, heavy</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
		<i>Recreational facility, outdoor</i>
		<i>Religious institution</i>
		<i>Resource land use</i>
		<i>Retail sales, bulk</i>
		<i>Secure facility</i>
		<i>Single detached dwelling unit</i>
		<i>Standalone parking</i>
		<i>Supportive living facility</i>
		<i>Transportation</i>
		<i>Utility facility</i>
		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

Notes

* * *

[5 See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.](#)

18.25.020 Downtown Commercial Zone

The following uses listed in Table A are identified as permitted, conditionally permitted, or prohibited uses in the downtown commercial zone:

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Table A. Downtown Commercial Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business¹</i>	<i>Air transportation service</i>	<i>Animal kennel/shelter</i>
<i>Arts, entertainment, indoor</i>	<i>Ambulatory surgery center</i>	<i>Business service, intensive</i>
<i>Arts, entertainment, outdoor²</i>	<i>College/university</i>	<i>Cemetery, columbarium or mausoleum</i>
<i>Auction house, existing³</i>	<i>Community residential facility</i>	<i>Construction and trade</i>
<i>Automotive sales and service, marine, existing legal⁴</i>	<i>Fire or police facility</i>	<i>Family child-care home</i>
<i>Automotive sales and service, non-marine, existing legal⁴</i>	<i>Hospital</i>	<i>Funeral home/crematory</i>
<i>Business service, standard</i>	<i>Laboratory</i>	<i>Manufacturing, heavy</i>
<i>Day care</i>	<i>Religious institution</i>	<i>Manufacturing, light</i>
<i>Eating and drinking place</i>	<i>Utility facility¹⁶</i>	<i>Cannabis business</i>
<i>Educational service⁵</i>		<i>Cannabis cooperative</i>
<i><u>Emergency Housing¹⁸</u></i>		<i>Recreational facility, outdoor</i>
<i><u>Emergency Shelter¹⁸</u></i>		<i>Resource land use</i>
<i>Health care and social assistance^{6,7}</i>		<i>Retail sales, bulk</i>
<i>Manufactured housing community¹⁷</i>		<i>Secure facility</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Mobile food service ⁸		Single detached dwelling unit
Multiple-family dwelling ⁹		Supportive living facility
Office		Transportation
Park		Warehousing
<u>Permanent Supportive Housing</u>		Wholesale trade
Personal service		
Recreational facility, indoor		
Regional land use ¹⁰		
Retail sales ¹¹		
Standalone parking ¹²		
Temporary lodging ¹³		
<u>Transitional Housing</u>		
Vehicle or equipment rental ¹⁴		
Vehicle refueling station ¹⁵		

Notes

* * *

¹⁸ See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.

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18.25A.030 Urban Corridor Zone

The following uses listed in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the urban corridor west subarea:

Table A. Urban Corridor West Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business¹</i> <i>Ambulatory surgery center</i> <i>Animal kennel/shelter²</i> <i>Arts, entertainment, indoor</i> <i>Business service, standard</i> <i>Cannabis business</i> <i>Cemetery, columbarium or mausoleum³</i> <i>Community residential facility</i> <i>Day care</i> <i>Eating and drinking place⁴</i> <i>Educational service</i> <u><i>Emergency Housing¹⁴</i></u> <u><i>Emergency Shelter¹⁴</i></u> <i>Funeral home/crematory</i> <i>Health care and social assistance</i> <i>Laboratory⁵</i> <i>Manufacturing, light</i> <i>Mobile food service⁶</i>	<i>Arts, entertainment, outdoor¹¹</i> <i>College/university</i> <i>Fire or police facility</i> <i>Laboratory⁵</i> <i>Recreational facility, indoor⁸</i> <i>Recreational facility, outdoor¹³</i>	<i>Air transportation service</i> <i>Auction house</i> <i>Automotive sales and service, marine</i> <i>Automotive sales and service, nonmarine</i> <i>Business service, intensive</i> <i>Cannabis cooperative</i> <i>Construction and trade</i> <i>Family child-care home</i> <i>Hospital</i> <i>Manufactured housing community</i> <i>Manufacturing, heavy</i> <i>Recreational facility, outdoor¹³</i> <i>Regional land use</i> <i>Resource land use</i> <i>Retail sales, bulk</i> <i>Secure facility</i> <i>Single detached dwelling unit</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Multiple-family dwelling⁷</i> <i>Office</i> <i>Park</i> <u><i>Permanent Supportive Housing</i></u> <i>Personal service</i> <i>Recreational facility, indoor⁸</i> <i>Religious institution</i> <i>Retail sales⁹</i> <i>Standalone parking¹⁰</i> <i>Supportive living facility</i> <i>Temporary lodging</i> <u><i>Transitional Housing</i></u>		<i>Transportation</i> <i>Utility facility</i> <i>Vehicle or equipment rental</i> <i>Vehicle refueling station</i> <i>Warehousing</i> <i>Wholesale trade</i>

Notes:

* * *

¹⁴ See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.

18.25A.040 Use allowances - Urban corridor east subarea

The following *uses* listed in Table B are identified as permitted, conditionally permitted, or *prohibited uses* in the urban corridor east subarea:

Table B. Urban Corridor East Subarea Use Allowances

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business¹</i> <i>Ambulatory surgery center</i> <i>Animal kennel/shelter²</i> <i>Arts, entertainment, indoor</i> <i>Arts, entertainment, outdoor³</i> <i>Business service, standard</i> <i>Cannabis business</i> <i>Cemetery, columbarium or mausoleum⁴</i> <i>Community residential facility⁵</i> <i>Day care</i> <i>Eating and drinking place⁶</i> <i>Educational service</i> <u><i>Emergency Housing¹⁵</i></u> <u><i>Emergency Shelter¹⁵</i></u> <i>Funeral home/crematory</i> <i>Health care and social assistance</i> <i>Laboratory⁷</i> <i>Manufacturing, light</i> <i>Mobile food service⁸</i> <i>Multiple-family dwelling^{13,14}</i> <i>Office</i> <i>Park</i>	<i>College/university</i> <i>Fire or police facility</i> <i>Hospital⁵</i> <i>Laboratory⁷</i> <i>Regional land use⁵</i> <i>Retail sales, bulk^{5,10}</i>	<i>Air transportation service</i> <i>Arts, entertainment, outdoor³</i> <i>Auction house</i> <i>Automotive sales and service, marine</i> <i>Automotive sales and service, nonmarine</i> <i>Business service, intensive</i> <i>Cannabis cooperative</i> <i>Community residential facility⁵</i> <i>Construction and trade</i> <i>Family child-care home</i> <i>Hospital⁵</i> <i>Manufactured housing community</i> <i>Manufacturing, heavy</i> <i>Recreational facility, outdoor³</i> <i>Regional land use⁵</i> <i>Resource land use</i> <i>Retail sales, bulk⁵</i> <i>Secure facility</i> <i>Single detached dwelling unit</i> <i>Standalone parking¹¹</i> <i>Transportation</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<u>Permanent Supportive Housing</u> Personal service Recreational facility, indoor Recreational facility, outdoor ^{3,9} Religious institution Retail sales Retail sales, bulk ^{5,10} Standalone parking ¹¹ Supportive living facility Temporary lodging <u>Transitional Housing</u> Vehicle refueling station ¹³		Utility facility Vehicle or equipment rental Vehicle refueling station ¹² Warehousing Wholesale trade

Notes:

* * *

¹⁵ See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.

18.25B.020 Waterfront Commercial

The following *uses* listed in Table A are identified as permitted, conditionally permitted or *prohibited uses* in the waterfront commercial zone:

Table A. Waterfront Commercial Use Allowances

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business¹</i> <i>Ambulatory surgery center</i> <i>Animal kennel/shelter²</i> <i>Arts, entertainment, indoor</i> <i>Arts, entertainment, outdoor³</i> <i>Automotive sales and service, marine</i> <i>Business service, standard</i> <i>Cannabis business</i> <i>Cemetery, columbarium or mausoleum⁴</i> <i>Community residential facility (CRF)</i> <i>Day care</i> <i>Eating and drinking place⁵</i> <i>Educational service</i> <u><i>Emergency Housing¹³</i></u> <u><i>Emergency Shelter¹³</i></u> <i>Funeral home/crematory</i> <i>Health care and social assistance</i> <i>Laboratory⁶</i> <i>Manufacturing, light</i> <i>Mobile food service⁷</i>	<i>Air transportation service</i> <i>College/university</i> <i>Fire or police facility</i> <i>Hospital</i> <i>Laboratory⁶</i> <i>Regional land use</i>	<i>Auction house</i> <i>Automotive sales and service, nonmarine</i> <i>Business service, intensive</i> <i>Cannabis cooperative</i> <i>Construction and trade</i> <i>Family child-care home</i> <i>Manufactured housing community</i> <i>Manufacturing, heavy</i> <i>Resource land use</i> <i>Retail sales, bulk</i> <i>Secure facility</i> <i>Single detached dwelling unit</i> <i>Utility facility</i> <i>Warehousing</i> <i>Wholesale trade</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Multiple-family dwelling⁸</i> <i>Office</i> <i>Park</i> <u><i>Permanent Supportive Housing</i></u> <i>Personal service</i> <i>Recreational facility, indoor</i> <i>Recreational facility, outdoor^{3,9}</i> <i>Religious institution</i> <i>Retail sales</i> <i>Standalone parking¹⁰</i> <i>Supportive living facility</i> <i>Temporary lodging</i> <u><i>Transitional Housing</i></u>		
<i>Transportation¹¹</i> <i>Vehicle or equipment rental¹²</i> <i>Vehicle refueling station</i>		

Notes:

* * *

¹³ See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.

18.26.030 Regional Business North Subarea

The following uses listed in Table A are identified as permitted, conditionally permitted, or prohibited uses in the regional business north subarea:

Table A. Regional Business North Subarea Use Allowances

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business¹</i> <i>Ambulatory surgery center</i> <i>Animal kennel/shelter²</i> <i>Arts, entertainment, indoor</i> <i>Arts, entertainment, outdoor</i> <i>Automotive sales and service, marine³</i> <i>Automotive sales and service, nonmarine⁴</i> <i>Business service, standard</i> <i>Cannabis business</i> <i>Community residential facility</i> <i>Construction and trade</i> <i>Day care</i> <i>Eating and drinking place⁵</i> <i>Educational service</i> <u><i>Emergency Housing¹⁴</i></u> <u><i>Emergency Shelter¹⁴</i></u> <i>Fire or police facility</i> <i>Health care and social assistance</i> <i>Laboratory⁶</i> <i>Manufacturing, light</i> <i>Mobile food service⁷</i>	<i>College/university</i> <i>Laboratory⁶</i> <i>Recreational facility, outdoor¹³</i> <i>Regional land use</i> <i>Utility facility</i>	<i>Air transportation service</i> <i>Auction house</i> <i>Automotive sales and service, nonmarine⁴</i> <i>Business service, intensive</i> <i>Cannabis cooperative</i> <i>Cemetery, columbarium or mausoleum</i> <i>Family child-care home</i> <i>Funeral home/crematory</i> <i>Hospital</i> <i>Manufactured housing community</i> <i>Manufacturing, heavy</i> <i>Resource land use</i> <i>Retail sales, bulk</i> <i>Secure facility</i> <i>Single detached dwelling unit</i> <i>Vehicle or equipment rental¹¹</i> <i>Vehicle refueling station</i> <i>Warehousing</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Multiple-family dwelling⁸</i> <i>Office</i> <i>Park</i> <u><i>Permanent Supportive Housing</i></u> <i>Personal service</i> <i>Recreational facility, indoor</i> <i>Religious institution</i> <i>Retail sales</i> <i>Standalone parking⁹</i> <i>Supportive living facility</i> <i>Temporary lodging</i> <u><i>Transitional Housing</i></u> <i>Transportation¹⁰</i> <i>Vehicle or equipment rental¹¹</i> <i>Wholesale trade</i>		

Notes:

* * *

¹⁴ See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.

18.26.040 Regional Business East Subarea

The following uses listed in Table B are identified as permitted, conditionally permitted, or prohibited uses in the regional business east subarea:

Table B. Regional Business East Subarea Use Allowances

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business¹</i> <i>Ambulatory surgery center</i> <i>Animal kennel/shelter²</i> <i>Arts, entertainment, indoor</i> <i>Arts, entertainment, outdoor³</i> <i>Auction house⁴</i> <i>Automotive sales and service, marine</i> <i>Automotive sales and service, nonmarine⁵</i> <i>Business service, standard</i> <i>Cannabis business</i> <i>Cemetery, columbarium or mausoleum⁶</i> <i>Community residential facility</i> <i>Construction and trade</i> <i>Day care</i> <i>Eating and drinking place⁷</i> <i>Educational service</i> <u><i>Emergency Housing¹⁸</i></u> <u><i>Emergency Shelter¹⁸</i></u> <i>Fire or police facility</i> <i>Funeral home/crematory</i> <i>Health care and social assistance</i>	<i>College/university</i> <i>Hospital</i> <i>Laboratory⁸</i> <i>Regional land use</i> <i>Secure facility¹⁷</i> <i>Utility facility</i>	<i>Air transportation service</i> <i>Automotive sales and service, nonmarine⁵</i> <i>Business service, intensive</i> <i>Cannabis cooperative</i> <i>Family child-care home</i> <i>Manufactured housing community</i> <i>Manufacturing, heavy</i> <i>Resource land use</i> <i>Retail sales, bulk</i> <i>Single detached dwelling unit</i> <i>Vehicle refueling s</i>

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Laboratory⁸</i> <i>Manufacturing, light</i> <i>Mobile food service⁹</i> <i>Multiple-family dwelling¹⁰</i> <i>Office</i> <i>Park</i> <u><i>Permanent Supportive Housing</i></u> <i>Personal service</i> <i>Recreational facility, indoor</i> <i>Recreational facility, outdoor^{3,11}</i> <i>Religious institution</i> <i>Retail sales¹²</i> <i>Standalone parking¹³</i> <i>Supportive living facility</i> <i>Temporary lodging</i> <u><i>Transitional Housing</i></u> <i>Transportation¹⁴</i> <i>Vehicle or equipment rental</i> <i>Warehousing¹⁵</i> <i>Wholesale trade</i>		

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Notes:

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[18 See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.](#)

18.26.050 Use allowances - Regional business west subarea.

The following uses listed in Table C are identified as permitted, conditionally permitted, or prohibited uses in the regional business west subarea:

Table C. Regional Business West Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Adult entertainment business ¹	College/university	Air transportation service
Ambulatory surgery center	Laboratory ⁴	Animal kennel/shelter
Arts, entertainment, indoor	Manufacturing, light	Auction house
Arts, entertainment, outdoor	Regional land use	Automotive sales and service, nonmarine
Automotive sales and service, marine ²		Business service, intensive
Business service, standard		Cannabis cooperative
Cannabis business		Cemetery, columbarium or mausoleum
Community residential facility		Construction and trade
Day care		Family child-care home
Eating and drinking place ³		Funeral home/crematory
Educational service		Hospital
<u>Emergency Housing¹³</u>		Manufactured housing community
<u>Emergency Shelter¹³</u>		Manufacturing, heavy
Fire or police facility		Resource land use
Health care and social assistance		

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PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Laboratory⁴</i> <i>Mobile food service⁵</i> <i>Multiple-family dwelling⁶</i> <i>Office</i>		<i>Retail sales, bulk</i> <i>Secure facility</i>
<i>Park</i> <u><i>Permanent Supportive Housing</i></u> <i>Personal service, Recreational facility, indoor</i> <i>Recreational facility, outdoor⁷</i> <i>Religious institution</i> <i>Retail sales⁸</i> <i>Standalone parking⁹</i> <i>Supportive living facility</i> <i>Temporary lodging</i> <u><i>Transitional Housing</i></u> <i>Transportation¹⁰</i> <i>Vehicle or equipment rental¹¹</i> <i>Vehicle refueling station¹²</i>		<i>Single detached dwelling unit</i> <i>Utility facility</i> <i>Warehousing</i> <i>Wholesale trade</i>

Notes:

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¹³ See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.

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18.27.020 Public and semi-public zone – Use allowances

The following uses listed in Table A are identified as permitted, conditionally permitted, or prohibited uses in the public and semi-public zone:

Table A. Public and Semi-Public Zone Use Allowances

<u>PERMITTED</u>	<u>CONDITIONALLY PERMITTED</u>	<u>PROHIBITED</u>
<u>Arts, entertainment, indoor</u>	<u>College/university</u>	<u>Cannabis business</u>
<u>Arts, entertainment, outdoor¹</u>	<u>Construction and trade⁴</u>	<u>Cannabis cooperative</u>
<u>Educational service</u>	-	<u>Regional land use⁵</u>
<u>Fire or police facility</u>	-	<u>Secure facility</u>
<u>Multiple-family dwelling^{6,7}</u>	-	-
<u>Office²</u>	-	-
<u>Park</u>	-	-
<u>Permanent Supportive Housing^{6,7}</u>		
<u>Recreational facility, indoor</u>	-	-
<u>Recreational facility, outdoor</u>	-	-
<u>Single room occupancy^{6,7}</u>	-	-
<u>Standalone parking³</u>	-	-
<u>Transitional Housing^{6,7}</u>		
<u>Utility facility</u>	-	-

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Notes:

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⁶Limited to: (a) developments sponsored by a *public agency* on properties abutting SR-522 containing at least 25 percent *very-low or low-income affordable housing units*; or (b) developments on surplus *public agency* property. Developments containing *very-low or low-income affordable housing units* shall meet the standards of Chapter [18.77](#) KMC.

⁷A standalone townhouse development is prohibited on properties abutting SR-522.

18.28.020 Parks zone – Use allowances

The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited uses* in the parks zone:

Table A. Parks Zone Use Allowances

<u>PERMITTED</u>	<u>CONDITIONALLY PERMITTED</u>	<u>PROHIBITED</u>
<u>Arts, entertainment, indoor</u>	-	<u>Cannabis business</u>
<u>Arts, entertainment, outdoor</u>	-	<u>Cannabis cooperative</u>
<u>Construction and trade¹</u>	-	<u>Single detached dwelling unit</u>
<u>Mobile food service²</u>	-	<u>Multiple family dwelling unit</u>
<u>Office³</u>	-	<u>STEP Housing</u>
<u>Park</u>	-	-
<u>Recreational facility, indoor</u>	-	-
<u>Recreational facility, outdoor</u>	-	-
<u>Single detached dwelling unit⁴</u>	-	-
<u>Utility facility</u>	-	-

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Notes:

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~~⁴One dwelling unit allowed per existing legal lot as of December 11, 2006.~~

18.29.040 Use allowances

The following uses listed in Table A are identified as *permitted*, conditionally permitted or *prohibited uses* for properties electing to develop under provisions of the TOD district overlay.

All uses not specifically listed in this section shall be prohibited.

Table A – TOD District Overlay Use Allowances

Permitted	Conditionally Permitted	Prohibited
Arts, entertainment, indoor ^{1,3}	Ambulatory surgery center ²	Adult entertainment business
Business service, standard ^{1,3}	Animal kennel/shelter ^{2,5}	Air transportation service
Day care	College/university ²	Arts, entertainment, outdoor
Eating and drinking place ¹	Fire or police facility ²	Auction house
Educational service ¹	Laboratory ²	Automotive sales and service, marine
<u>Emergency Housing⁷</u>	Park	Automotive sales and service, nonmarine
<u>Emergency Shelter⁷</u>	Regional land use	Business service, intensive
Health care and social assistance ^{1,3}	Religious institution ²	Cemetery, columbarium or mausoleum
Manufacturing, light ^{1,3,5}	Supportive living facility ²	Community residential facility
Mobile food service ⁴		Construction and trade

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Permitted	Conditionally Permitted	Prohibited
Multiple-family dwelling ⁶		Family child-care home
Office ¹		Funeral home/ crematory
<u>Permanent Supportive Housing</u>		
Personal service ^{1,3}		Hospital
Recreational facility, indoor ^{1,3}		Manufactured housing community
Retail sales ^{1,3,5}		Manufacturing, heavy
Temporary lodging ^{1,3}		Cannabis business
<u>Transitional Housing</u>		Recreational facility, outdoor
		Resource land use
		Retail sales, bulk
		Secure facility
		Single detached dwelling unit
		Standalone parking
		Transportation
		Utility facility
		Vehicle or equipment rental
		Vehicle refueling station
		Warehousing
		Wholesale trade

Notes:

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⁷ See KMC 18.77.070 for certification requirements for indoor emergency shelter and indoor emergency housing developments.

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Chapter 18.77 of the Kenmore Municipal Code (Affordable Housing), is amended to read as follows:

* * *

18.77.060 Expedited permit processing.

A ~~Certain projects containing~~ Certain projects which include extremely low-income or very low-income affordable housing units in the R-12, R-18, R-24, NB, CB, DR, DC, UC, UR, WC, RB, and PSP zones that require a Type 2 land use decision as described in KMC 19.25.020 ~~or STEP Housing (per the City's definition in KMC 18.20)~~ may have ~~that project~~ process reduced to a Type 1 land use decision unless the proposal includes any of the following:

1. Short subdivision, including revisions and alterations;
2. Zoning variance;
3. Conditional use permit;
4. Shoreline permit; ~~or~~
5. Site Plan; or
6. Critical area exceptions, variances or modifications under Chapter 18.55 KMC.

B. Any applicant for a project containing extremely low-income or very low-income affordable housing units or STEP Housing (per the City's definition in KMC 18.20) may request that review of the project be expedited. The request may be made on forms provided by the City. If a determination is made by the city manager that City staffing or other permit priorities do not allow expedited permit review, the applicant may request that the project be reviewed by a consultant working for the City at the applicant's expense. [Ord. 23-0574 § 2 (Exh. A); Ord. 21-0521 § 2 (Exh. A).]

18.77.070 Emergency Housing and Emergency Shelter Certification

A. Sponsors or managing agencies of an indoor emergency shelter or indoor emergency housing facility must certify in writing that they have, between the date the permit application was approved and the date the certificate of occupancy was issued, completed and provided to the City the following:

1. Provided the name, if any, of the facility and the name and headquarters address of the managing entity;
2. Provided a description of all other programs operating in the building and copies of the applicable licenses and certifications held by the program;

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3. Designated at least one point of contact authorized to make decisions and take corrective action in the case of emergencies;
4. Provided at least one telephone number to be used in emergencies; and provided documentation of operational policies or procedures for:
 - a. Promoting and addressing health and safety, inside the building and in areas immediately adjacent to the building;
 - b. Program exit or transfer;
 - c. Handling complaints and grievances from occupants;
 - d. Health, fire, safety and occupancy; and
 - e. Staffing to provide services and resources to the population being served comparable to standard or customary practices for the particular type of housing being provided. The staffing policy or procedure may include but is not limited to, the number of staff or volunteers present during daytime and nighttime operations, staff or volunteer training, and other processes to provide services and resources to the population being served.

B. Upon receipt of a permit application for an indoor emergency shelter or indoor emergency housing with a proposed location within 500 feet of walking distance from another indoor emergency shelter or other indoor emergency housing or within 500 feet of walking distance from the physical grounds of a public or private school that existed before an indoor emergency shelter or indoor emergency housing is in operation or has submitted a permit application, the City may enter into good-faith negotiations with the sponsor to establish additional and reasonable requirements pertaining to health and safety protocols. If the parties are unable to come to an agreement within 180 days of the permit being submitted, the City may deny the permit. If the City denies the permit, it will assist the sponsor in identifying suitable properties to site the indoor emergency shelter or indoor emergency housing. This section does not apply to indoor emergency shelters or indoor emergency housing designated for individuals under the age of 18, families, or victims of domestic violence. The City may not limit the location of indoor emergency shelters or indoor emergency housing in a manner where the capacity of indoor emergency shelters and indoor emergency housing is insufficient to meet the projected needs identified under RCW 29.36.70A.070(2)(a)(ii).

18.77.080 STEP Housing Requirements

The City may enter into a contract with a sponsor proposing a STEP housing development to establish additional and reasonable operational requirements pertaining to health and safety protocols. Consideration for a contract entered into under this Section on the part of the City must include at least one of the following:

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1. A donation of real property.
2. A long-term lease of land at least 50 years in length, or
3. A significant contribution from the general fund for capital or operating expenses to be mutually determined by the parties to the contract.

In the event the City unilaterally withdraws or modifies the consideration identified in this Section, in material breach of the contract, then the operational requirements specified in the contract no longer apply to the STEP housing. A sponsor's refusal to accept contract terms relating to the consideration may not be construed as failing to meet the requirements of other fund sources available other provisions relating to the siting of STEP housing.

Section 19.25.020 of the Kenmore Municipal Code is amended to read as follows:

19.25.020 Classifications of land use decision processes.

A. Land use decisions are classified into five types, based on the amount of discretion associated with each decision. Procedures for the five different types are distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made and whether administrative appeals are provided. The types of land use decisions are listed in Exhibit A of this section.

1. Type 1 decisions are made by the *city manager*. Type 1 decisions are nonappealable administrative decisions that require the exercise of little or no administrative discretion. Public notice is not required for Type 1 decisions.
2. Type 2 decisions are made by the *city manager*. Type 2 decisions are discretionary decisions that are subject to administrative appeal.
3. Type 3 decisions are quasi-judicial decisions made by the *hearing examiner* following an open record hearing. Type 3 decisions may be appealed directly to King County superior court, pursuant to Chapter [36.70C](#) RCW, the Land Use Petition Act, based on the record established by the *hearing examiner*.
4. Type 4 decisions are quasi-judicial decisions made by the city council based on the record established by the *hearing examiner*.
5. Type 5 decisions are legislative decisions made by the city council.

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B. Except as provided in KMC [16.75.060](#) and [19.35.160](#) or unless otherwise agreed to by the *applicant*, all Type 2, 3 and 4 decisions included in consolidated permit applications that would require more than one type of land use decision process may be processed and decided together, including any administrative appeals, using the highest-numbered land use decision type applicable to the project application. KMC [16.75.060](#) sets out the combined hearing authority for shoreline exemptions, shoreline substantial development permits, shoreline variances, and shoreline conditional use permits.

C. Certain development proposals are subject to additional procedural requirements beyond the standard procedures established in this chapter.

D. Land use permits that are categorically exempt from review under SEPA do not require a threshold determination (determination of nonsignificance (DNS) or determination of significance (DS)). For all other projects, the SEPA review procedures in Chapter [19.35](#) KMC are supplemental to the procedures in this chapter.

Exhibit A

LAND USE DECISION TYPES

TYPE 1 ²	Decision by <i>city manager</i> ; no administrative appeal	Building; demolition; moving; engineering; clearing and grading; sign; change of use and/or classification under KMC Title 15 ; accessory dwelling unit; home occupation; boundary line adjustment; right-of-way; street standards variance; adjustment under Chapter 13.35 KMC; shoreline exemption; temporary use; binding site plan; preliminary subdivision or short subdivision revision if not a substantial change; short plat alteration if not a substantial change; affordable housing project and STEP Housing ⁶ as described in KMC 18.77.060 (A).
TYPE 2	Decision by <i>city manager</i> ; appealable to <i>hearing examiner</i> ; no further administrative appeal ^{1, 5}	Home industry; short subdivision; unit lot subdivision; preliminary short subdivision revision; short plat alteration; zoning variance; conditional use permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit; site plan

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		review for uses allowed by zone; wireless communication facility minor adjustment under Chapter 18.60 KMC; approval of residential density incentives under KMC 18.80.060 (A)(2) or transfer of development credits under KMC 18.80.090 (A); reuse of public schools; reasonable use exceptions under KMC 18.55.180 ; public agency and utility exceptions under KMC 18.55.160 ; other critical areas exceptions, variances and decisions to require studies or to approve, condition or deny a development proposal based on Chapter 18.55 KMC; variances to <i>exceptional tree</i> regulations as set forth in KMC 18.57.063
TYPE 3	Recommendation by <i>city manager</i> ; hearing and decision by <i>hearing examiner</i> ; appealable directly to King County superior court, pursuant to Chapter 36.70C RCW, the Land Use Petition Act, on the record	Preliminary subdivision; plat alteration; preliminary subdivision revision; special use; wireless communication facility major adjustment under Chapter 18.60 KMC.
TYPE 4	Recommendation by <i>city manager</i> ; hearing and recommendation by <i>hearing examiner</i> ; decision by city council on the record	Zone <i>reclassification</i> not related to a <i>site-specific comprehensive plan land use map amendment</i> ³ ; shoreline environment redesignation; plat vacation; short plat vacation; site plan review for uses not allowed by zone pursuant to Chapter 18.105 KMC; master plans other than those required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment.

TYPE 5	Hearing and recommendation by planning commission or other city council-appointed advisory body ⁴ ; decision by city council on the record. Appealable to Growth Management Hearings Board pursuant to Chapter 36.70A RCW	<i>Comprehensive plan</i> amendment; <i>development regulation</i> amendment; zoning map amendment related to a <i>site-specific comprehensive plan land use map amendment</i> ; master plans required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment pursuant to Chapter 18.120 KMC.
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Notes:

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6. Any project which qualifies as STEP Housing under the City's definition in KMC 18.20 is required to meet any noticing requirements that are required for permitted residential uses within that zone.

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/20/2026

Subject/Topic:	Proposed Council Action/Motion:
Adoption of Ordinance 26-0643 relating to Park Impact Fees & Amendments to Kenmore Municipal Code (KMC) Chapter 20.47 Department: Community Development Prepared by: Debbie Bent, Community Development Director Todd Hall, Principal Planner Attachments: 1. Draft Ordinance 26-0643 2. Updated Kenmore Park Impact Fee (PIF) Methodology 3. Amendments to Chapter 20.47 KMC	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Adopt Ordinance 26-0643 relating to Park Impact Fees and Amendments to KMC Chapter 20.47

Approvals:

Department Head _____	City Attorney _____	Finance Director _____	Acting City Manager _____	Optional _____
	N/A	N/A	7/8/26	

Summary/Background:

Summary

Staff recommends that City Council pass a motion to adopt Ordinance 26-0643 relating to Park Impact Fees and Amendments to KMC Chapter 20.47.

A public hearing will be held at the July 13, 2026, City Council meeting to receive public comment on Ordinance 26-0643 (Attachment #1) relating to park impact fees and amendments to Chapter 20.47 KMC (Attachment #3). The Agenda Packet for the 7/20/26 City Council meeting is publicly available prior to the 7/13/26 City Council meeting. Any changes to the ordinance made following the 7/13/26 Public Hearing will be noted in a revised agenda bill.

At the June 22, 2026, City Council meeting, staff presented the park impact fee methodology (Attachment #2). Park impact fees are charges paid by new residential development to reimburse the City for the costs of new public park facilities and improvements that will reasonably benefit the occupants of the new development. At the June 22, 2026, meeting, Council directed staff to establish a park impact fee based on square footage, establishing the maximum park impact fee rate at \$3,109.92 cost per person, and selecting 75% of the maximum rate for implementation starting January 1, 2027, consistently applied for each square footage category. The new rates are summarized in Table 1 below and included in Ordinance 26-0643.

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

Unit Size (square footage)	Persons/unit	PIF/person	Maximum Rate ¹	75% Rate
<500 sf	1.07	\$3,109.92	\$3,327.61	\$2,495.71
500-749	1.27	\$3,109.92	\$3,949.59	\$2,962.19
750-999	1.89	\$3,109.92	\$5,877.75	\$4,408.31
1,000-1,499	2.26	\$3,109.92	\$7,028.42	\$5,271.32
1,500-1,999	2.65	\$3,109.92	\$8,241.29	\$6,180.97
2,000-2,499	2.85	\$3,109.92	\$8,863.27	\$6,647.45
2,500-2,999	2.89	\$3,109.92	\$8,987.67	\$6,740.75
3,000-3,999	3.08	\$3,109.92	\$9,578.55	\$7,183.91
4,000+	2.78	\$3,109.92	\$8,645.57	\$6,484.18
Not reported	2.78	\$3,109.92	\$8,645.57	\$6,484.18

¹ This assumes 100% maximum rate. 75% of the maximum rate is the selected City Council rate charged, effective January 1, 2027. Rounding calculations may result in minor variances from figures derived.

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.

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.

6/22/2026 City Council meeting, Park Impact Fee Discussion [City Council Regular Meeting of Monday, June 22, 2026 • City of Kenmore Agendas and Minutes • Civic Clerk](#)

5/18/26 City Council meeting, Park Impact Fee Discussion [City Council Regular Meeting of Monday, May 18, 2026 • City of Kenmore Agendas and Minutes • CivicClerk](#)

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.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 26-0643**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO
PARK IMPACT FEES; AMENDING CHAPTER 20.47 OF THE KENMORE
MUNICIPAL CODE; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City has the authority to adopt impact fees to address park and recreation impacts caused by new residential development pursuant to Chapters 36.70A, 43.21C, 58.17, and 82.02 RCW; and

WHEREAS, assessment in lieu of property dedication is one of several methods available to ensure that property development assumes a reasonable, attributable, and proportionate share of the cost of providing parks and recreation facilities necessary to serve the population of each development; and

WHEREAS, the City of Kenmore City Council, by Ordinance No. 19-0483, passed on July 22, 2019, adopted park impact fees based on a 2019 rate study commissioned by the City; and

WHEREAS, in 2026, the City commissioned a new Park Impact Fee Methodology to update the methodology used to calculate the park impact fee rates so as to meet the requirements of state law; and

WHEREAS, the City Council desires to adopt the 2026 Park Impact Fee Methodology as the methodology for park impact fee rates, and to adopt related amendments to Kenmore Municipal Code Chapter 20.47; and

WHEREAS, the 2026 Park Impact Fee Methodology identified nearby municipalities for comparable park impact fees; and

WHEREAS, the City Council desires to adopt park impact fees for new residential development for 2027 based on square footage that are lower than the maximum rate calculated in the 2026 Park Impact Fee Methodology, but comparable to and representing an average of park impact fees of nearby municipalities; and

WHEREAS, there are other administrative changes needed to clarify the intent of the existing code; and

WHEREAS, on May 15, 2026, the City's SEPA Responsible Official complied with the State Environmental Policy Act (SEPA) by issuing a Determination of Nonsignificance (DNS); and

WHEREAS, the proposed amendments contained herein were transmitted to the Washington State Department of Commerce on April 2, 2026, as required by law; and

WHEREAS, on July 13, 2026, the City Council conducted a public hearing on this Ordinance; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting on July 20, 2026, and concluded that Chapter 20.47 should be amended as stated herein;

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

Section 1. Findings Adopted; 2026 Park Impact Fee Methodology. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full.

Section 2. Amendments to Chapter 20.47 of the City of Kenmore Municipal Code. The City Council amends Kenmore Municipal Code Sections 20.47.020, 20.47.030, 20.47.040, 20.47.050, 20.47.070, and 20.47.130 as set forth in Attachment 1, attached hereto and incorporated by reference.

Section 3. Park Impact Fees for the year 2027, effective January 1, 2027. Pursuant to KMC 20.47.130, the City Council adopts Park Impact Fees for all applications for development approval (as defined in KMC 20.47.020) for the year 2027, effective January 1, 2027, as follows:

Unit Size (square footage)	Park Impact Fee Rate
<500 sf	\$2,495.71
500-749	\$2,962.19
750-999	\$4,408.31
1,000-1,499	\$5,271.32
1,500-1,999	\$6,180.97
2,000-2,499	\$6,647.45
2,500-2,999	\$6,740.75
3,000-3,999	\$7,183.91
4,000+	\$6,484.18
Not reported	\$6,484.18

The City Manager or designee is directed to bring back a fee resolution reflecting the revised park impact fees as set forth above.

Section 4. 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.

ADOPTED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE 20TH DAY OF JULY 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: JULY 20, 2026
ORDINANCE NO.: 26-0643
DATE OF PUBLICATION:
EFFECTIVE DATE:

Kenmore Park Impact Fee (PIF) - Parks Study (Per KMC 20.47.130)

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) or proposed level of service (PLOS) 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 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) authorization

A park impact fee (PIF) can be 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.

Schedule

A 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.

PIF funds utilization

1) Funds collected from a 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 10 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 10-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):

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.

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.

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.

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.

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

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.

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 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

Parkland 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.

Existing level of service (ELOS)

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.

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**

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
	concession stands	sq ft	100	\$483	\$48,266	4.08	\$1.97
restrooms	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 Pipeline 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.

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.

- **Total 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.
- **Total value of all of Kenmore's existing public park building and site 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.

- **Total value of all land, building, and site 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.

Proposed level of service (PLOS)

A limitation of using the ELOS to project future PROS need and demand is that it assumes Kenmore must develop the same ratio of land, buildings, and site improvements, and therefore expenditures, to accommodate existing as well as future population increases. The PROS Plan, however, balances the ratio of Kenmore's existing park inventory by filling in distributional park gaps, balancing overall park amenities, and acquiring and developing new facilities like recreation, cultural, and aquatic centers.

The PROS Plan Capital Facility Program (CFP) invests \$108,742,200 over the 20-year planning period including \$835,000 or 0.8% to complete master planning and feasibility studies of existing parks, \$40,525,000 or 37.3% to acquire additional park lands adjacent to existing parks and for new park and trails, \$148,200 or 0.1% to completed funded improvements to existing parks, \$60,899,000 or 56.0% to develop new parks and centers, and \$6,335,000 or 5.8% to develop new streetscapes and trails.

As shown in the CFP, the funds to finance these projects will be derived from several sources including General Funds (GF), grants from the WA Recreation & Conservation Office (RCO), King County's Conservation Futures (CF) program, Park Impact Fees (PIF), 10-year limited duration levies as well as levy lid lifts (Levy), General Obligation Bonds (Bonds), and WSDOT, DOE, or WDFW for studies of SR-522 over and undercrossing.

Kenmore PROS Plan CFP

11 May 2026

Priority	Detail	Cost estimate	GF	Grant	CF	PIF	Levy	Bond	Other	PIF share
Master plans and feasibility analysis										
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							
	181st Streetscape	Develop urban corridor plan and design								
		\$100,000	X							
	SR-522 Overpass	Assess feasibility of an overpass at 65th Avenue							WSDOT	
		\$125,000	X							
	Swamp Creek Underpass	Assess feasibility of an underpass of SR-522 and 175th Street at 80th Avenue							WSDOT	
		\$150,000	X							
Subtotal		\$835,000								
Acquisition										
A9	Swamp Creek	Acquire wetlands			X					
		\$7,800,000								
	Lakepointe	Acquire park site - 3.5 acres				X				\$5,250,000
		\$5,250,000								
	Waterwalk	Acquire shoreline from Lakepointe - 11 acres		X		X	X		KingC	tbd
		tbd								
	TL'awh-ah-dees Park	Expand open space 12.6 acres			X					
		tbd								
	Athletic Fields	Acquire site - 7 acres		X		X				\$10,500,000
		\$10,500,000								
	Neighborhood 1	Acquire minipark to fill park gap in neighborhood				X				\$1,200,000
		\$1,200,000								
	Neighborhood 2	Acquire minipark to fill park gap in neighborhood				X				\$1,200,000
		\$1,200,000								
	Neighborhood 3	Acquire minipark to fill park gap in neighborhood				X				\$1,200,000
		\$1,200,000								
	Neighborhood 4	Acquire minipark to fill park gap in neighborhood				X				\$1,200,000
		\$1,200,000								
	Recreation Center	Acquire site for multigenerational community/recreation center					X	X		
		\$7,500,000								
	Cultural Center	Acquire site for fine and performing arts, and cultural and historic center					X	X		
		\$3,750,000								
	Aquatic Center	Acquire site for regional aquatic facility							NPRSA	
		tbd								
	181st Streetscape	Acquire pocket or urban parklets in downtown, higher density neighborhood				X				\$925,000
		\$925,000								
Subtotal acquisition		\$40,525,000								\$21,475,000
Development - hold over projects										
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 - 73-80th								
		tbd	X							
Subtotal holdover projects		\$148,200								
Concept development - parks										

	Lakepointe	Develop Lakepoint Park gathering area with supporting audio, lighting, and other services for summer festivals and events	\$15,000,000	X					King C	
	Linwood Park	Install picnic shelter, upgrade playground	\$425,000			X				\$425,000
	Northshore Summit	Install picnic shelter, sport court	\$310,000			X				\$310,000
	Wallace Swamp Creek Park	Install signage, picnic shelter, 3 picnic tables, play area, community garden, and parking improvements	\$940,000			X				\$940,000
	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				\$900,000
	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				\$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			X				\$770,000
	Moorlands Park	Add sports court, improve turf on ballfield, install security lighting at shelter and restroom	\$1,110,000			X				\$1,110,000
	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		\$820,000
	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, studio/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 café, 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				\$540,000
	Neighborhood 2	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000			X				\$540,000
	Neighborhood 3	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000			X				\$540,000
	Neighborhood 4	Install 2 picnic tables, playground ages 5-12, sport court	\$540,000			X				\$540,000
	Dog Park	Joint venture with Bothell for dedicated dog park facility	tbd							
Subtotal parks development			\$60,899,000							\$8,645,000
Concept development - trails										
	181st Streetscape	Develop urban gathering areas, parklets in downtown, higher density neighborhoods	\$1,000,000			X	X		TIP	\$1,000,000
	Waterfront gathering	Develop pedestrian linkages between Burke-Gilman Trail, SR-522 over and undercrossings, T'lawh-ah-dees , Log Boom, and Lakepointe Parks for activities node	\$540,000			X	X		TIP	\$540,000

	TL'awh-ah-dees Park	Develop 0.3-mile trail north to 175th 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			\$245,000
	Swamp Creek Trail	Extend 0.86-mile trail from TL'awh-ah-dees Park north around Swamp Creek	\$350,000				X	X			\$350,000
	NE 181st Street Trail	Extend 0.15-mile trail from 181st Street to connect with Swamp Creek Trail	\$62,000				X	X			\$62,000
	NE 198th Street Trail	Extend 0.14-mile trail from Wallace Swamp Creek Park to 198th Street	\$58,000				X	X			\$58,000
	TL'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			\$110,000
	Lakepointe Trail	Develop 0.73-mile trail from Burke-Gilman around the Lakepointe development to Juanita Drive	\$780,000				X	X			\$780,000
	Burke-Gilman Trail	SR-522 Burke-Gilman Accessibility Project	\$1,745,000								\$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			\$270,000
	Burke-Gilman Trail	Develop 175-foot overpass of SR-522/Bothell Highway at 65th Avenue to 175th Street	tbd							WSDOT	
	Burke-Gilman Trail	Develop 0.15-mile underpass of SR-522/175th Street at Swamp Creek to 192nd Street	tbd							WSDOT, DOE, WDFW	
Subtotal trails development			\$6,335,000								\$6,335,000
Total			\$108,742,200								\$36,455,000
GF - General Funds, CF - Conservation Futures, PIF - Park Impact Fee, TIP - Transportation Improvement Program										Addnl population 2046	8,971
tbd - to be determined when project details are established. All cost estimates in 2025 dollars.										PIF/person	\$4,063.65

CFP	\$	%
Complete master plans and feasibility studies	\$835,000	0.8%
Acquire additional park lands	\$40,525,000	37.3%
Complete funded improvements to existing parks	\$148,200	0.1%
Improve existing parks	\$60,899,000	56.0%
Develop new parks, centers, Develop streetscapes and trails	\$6,335,000	5.8%
Total	\$108,742,200	100.0%

Proportionate share - is the portion of CFP that create capacity necessary to accommodate future population increase. Capacity increase is generated by new parks or trails, or improvements to existing parks that increase usable time, like the addition of synthetic turf or lights to an existing athletic field, like Moorland Park.

Capacity increases are measured for the park system as a whole and not to a specific site or neighborhood or for a development project that will be occupied by existing and new residents. The addition of synthetic turf or lights to Moorland Park, or the acquisition and development of mini parks in existing neighborhoods will increase usable time that existing residents may access but which will also increase available overall capacity in the park system that will accommodate and benefit new residents elsewhere in the city.

Likewise, new residents will use existing parks and trails that have been funded by existing residents balancing out capacity benefits and PIF assessments over the entire system, rather than by measuring benefit by a specific site or neighborhood. As shown in the PIF column in the CFP on the preceding pages, proportionate share can't include costs:

- Necessary to complete master plans and feasibility studies of existing parks,
- Complete improvements funded to existing parks that don't increase capacity, or

- Projects funded by other sources like King County Conservation Futures (CF) or WSDOT, DOE, or WDFW.

Proportionate share does not include the costs of acquiring and developing recreation, cultural, or aquatic centers since these projects will be funded by levies or bonds that may be approved by a vote of existing residents but that would be assessed of existing and future residents, meaning a PIF could be double charging.

Proportionate share	Budget	PIF
Complete master plans and feasibility studies	\$835,000	\$0
Acquire additional park lands	\$40,525,000	\$21,475,000
Complete funded improvements to existing parks	\$148,200	\$0
Improve existing parks	\$60,899,000	\$8,645,000
Develop new parks, centers. Develop streetscapes and trails	\$6,335,000	\$6,335,000
Total	\$108,742,200	\$36,455,000

As shown, the proportionate share of the CFP that PIF can assess is \$36,455,000 or 33.5% of the CFP total of \$108,742,200 or \$4,063.65 per person for the projected additional population of 8,971 by 2046.

Note - the CFP assumes new park and trail land will be acquired of properties that are currently zoned for private development or already developed for private use to be redeveloped for some of the public uses proposed in the PROS Plan. CFP costs, therefore, will be higher than what the city invested for public parks and trails in years past generating a higher per capita PLOS investment of \$4,063.65 than ELOS assessments of current park assets \$3,109.92.

PIF by housing type

A park impact fee (PIF) based on 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 collated by the Washington Office of Financial Management (OFM).

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 triplex and quadplex structures. OFM data, however, does not identify the size or bedroom content of manufactured homes which can be occupied by larger family households.

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

Advantage - of the housing type approach is that OFM will continually update the number of persons by housing type and the ability to adjust the person ratio per housing type on a regular basis and, thereby, reflect changes in the housing marketplace that may favor the introduction of middle housing and other innovative developments.

Disadvantage - of the housing type approach is that it does not correlate the number of bedrooms or unit size to the number of persons in the unit. A triplex, quadplex, multiplex, or manufactured home count may include small units with a few numbers of persons in each, or 2-4 bedrooms units designed for families biasing the per capita fee assessment.

Prior to 2023, park impact fees were based on this formula calculated by the number of persons per housing type. However, in 2023 the Washington State Legislature amended RCW 82.02.060 because of Engrossed Substitute Senate Bill (ESSB) 5258 and amended RCW 36.70A.681 because of Engrossed Substitute House Bill (ESHB) 1337 specifying that park impact fees must be calculated to produce a lower fee for smaller housing units based on the:

- Number of bedrooms per housing unit, or
- Square footage of the housing unit.

PIF by number of bedrooms

The American Community Survey (ACS) is an ongoing statistical survey by the US Census Bureau sent to approximately 250,000 addresses monthly or 3,000,000 per year with a margin of error varying from +/-3.0% to +/-14.6% depending on the subject. The ACS regularly gathers information previously contained only in the long form of the Decennial Census. It is the largest survey other than the Decennial Census that the Census Bureau administers.

The ACS collates the number of persons per bedroom for each jurisdiction based on the sample survey results. The 2024 ACS data for Kenmore indicates the number of persons increases in relation to the number of bedrooms from 0.85 persons for a studio or 1 bedroom to 4.25 persons for 5+ bedrooms.

Bedrooms	#	%	Persons/ bedroom
Studio	322	3.3%	0.85
1 bedroom	1.225	12.5%	0.85
2 bedrooms	1.972	20.2%	1.70
3 bedrooms	2.807	28.8%	2.55
4 bedrooms	2.364	24.2%	3.40
5+ bedrooms	1.071	11.0%	4.25
Total bedrooms	28.643	100.0%	
Persons/bedroom	0.85		

2024 American Community Survey, Kenmore, total housing units 9,761, total population 24,350

Note - persons per bedroom calculated by multiplying 0.85 persons per bedroom by the number of bedrooms.

Advantage - of the bedroom approach is that the ACS will continually update data on number of bedrooms and thereby the ability to adjust the person ratio per bedroom on a regular basis and, thereby, reflect changes in the housing marketplace that may favor smaller units with fewer bedrooms.

Disadvantage – of the bedroom approach is determining the number of bedrooms from other rooms that may be included in the developer’s floorplan for the structure, such as offices, studios, guest rooms, dens, family rooms, and the like, which may still be used as bedrooms.

PIF by square footage

The American Housing Survey (AHS) defines single-family dwelling unit square footage to be occupiable space to include finished and unfinished basements but exclude unfinished attics, attached garages, and exterior spaces not protected from weather such as screened porches. Multi-family unit occupiable space includes the interior space of the unit but excludes hallways, lobbies, and other public spaces.

Data available for the Seattle Standard Statistical Metropolitan Area (SMSA - which includes Seattle, Tacoma, and Bellevue) in 2021 indicates the persons per unit increases with the size of the unit from 1.07 persons for a housing unit under 500 square feet up to 3.08 persons for a unit up to 3,999 square feet in size. The ratio declines slightly to 2.78 for units over 4,000 square feet. (Note – housing unit size for 50,500 units or 3.0% of the total are not reported.)

Unit square footage	#	persons	Persons/ unit
<500	54,300	58,066	1.07
500-745	194,300	247,638	1.27
75-999	250,600	472,766	1.89
1,000-1,499	350,800	792,865	2.26
1,500-1,999	285,400	755,309	2.65
2,000-2,499	210,900	601,742	2.85
2,500-2,999	116,700	337,607	2.89
3,000-3,999	123,400	380,583	3.08
4,000+	42,200	117,255	2.78
Not reported	50,500	140,539	2.78
Total	1,679,100	3,904,370	2.33

Source: American Housing Survey (AHS) Seattle SMSA 2021

Advantage – of the square footage approach is that the AHS will continually update data on square footage and thereby the ability to adjust the person ratio per square footage on a regular basis and, thereby, reflect changes in the housing marketplace that may favor smaller units.

Disadvantage – of the square footage approach is the AHS does not report data for smaller jurisdictions like Kenmore meaning the approach reflects the demographics of Seattle-Tacoma-Bellevue rather than Kenmore. The average household size in the Seattle SMSA, for example, is 2.33 while Kenmore’s average household size is 2.60 meaning the approach will underestimate the middle-aged family demographics in Kenmore with a lower PIF assessment.

Financial strategies

6-Year financial options – the PROS Plan estimated the combined expenditures necessary to finance administration, events, maintenance, repair and replacement, and the PLOS additions for the next 6 years – projected to be \$59,946,337 including \$35,011,197 in PLOS additions at an annual inflation rate of 2.9%.

The PROS Plan estimated revenues that would be generated by existing sources and programs including the General Fund, Waterways, Parks Capital Fund, Public Arts Fund, Swamp Creek Basin Fund, King County Park Levy, and potential grants from the WA Recreation & Conservation Office (RCO) to increase at an annual inflation rate of 2.9% except the General Fund property tax which will stabilize at 1% per year. The PROS Plan estimated these sources would generate \$40,748,240 or \$19,198,097 less than projected 6-year expenditures.

The PROS Plan evaluated offsetting the requirement under 3 alternatives that used various amounts of recreation fees (should Kenmore decide to provide programs in the future), Park Impact Fees (PIF), Real Estate Excise Taxes (REET), and a property tax levy. The results indicate the shortfall can be resolved if:

- PIF is 70% or 80% or 90% of the ELOS value of \$3,109.92,

- REET is 40% or 50% or 60% of tax revenue,
- Property tax **annual** levy is \$82.05 or \$76.00 or \$69.95 or \$6.84 or \$6.33 or \$5.83 **monthly** accordingly of a median house value of \$869,800.

20-year financial options - 20-year projected expenditures will be \$247,124,686 including the full \$108,525,000 PLOS additions. 20-year General Fund revenue sources will generate \$176,454,569 or \$70,670,117 less than expenditures. The shortfall can be resolved if:

- PIF is 70% or 80% or 90% of ELOS value of \$3,109.92,
- REET is 40% or 50% or 60% of tax revenue,
- Property tax **annual** levy is \$28.93 or \$27.30 or \$25.68 or \$2.41 or \$2.28 or \$2.14 **monthly** accordingly of a median house value of \$869,800.

Note - the annual property tax levy amount declines over time because REET based on property sales will increase in property values at a greater proportional accumulated rate and amount than an assumed fixed PIF per capita generated revenue.

Recommendations

RCW specifies PIF are a proportionate amount (less than 100%) of the land acquisition and facility development cost required to sustain the proposed level of service (PLOS) because of new development. PIF can't be the only source of maintaining the park system's capacity to offset population growth impacts and must be combined with other funding sources.

As shown in the spreadsheets on the following pages, General Fund sources, REET, a property tax levy, and PIF combined can more than finance all PROS requirements over the next 6 and 20-year period. PIF, like REET, however, is a significant source of revenue necessary to achieve solvency, particularly PIF's contribution to financing PLOS additions.

Therefore, PIF should be assessed at least at 70% and preferably at 90% of its proportionate share. To be conservative and avoid challenges, PIF should be based on the ELOS value defined by Assessor values of \$3,109.32. PIF can use bedroom or the square footage approach to calculate fees subject to the advantages and disadvantages listed for each.

Bedrooms	Persons/ bedroom	\$ LOS	PIF %	PIF
Studio	0.85	\$3,109.32	90%	\$2,378.63
1 bedroom	0.85	\$3,109.32	90%	\$2,378.63
2 bedrooms	1.70	\$3,109.32	90%	\$4,757.26
3 bedrooms	2.55	\$3,109.32	90%	\$7,135.89
4 bedrooms	3.40	\$3,109.32	90%	\$9,514.52
5+ bedrooms	4.25	\$3,109.32	90%	\$11,893.15

Unit square footage	Persons/ unit	\$ LOS	PIF %	PIF
<500	1.07	\$3,109.32	90%	\$2,994.28
500-745	1.27	\$3,109.32	90%	\$3,553.95
75-999	1.89	\$3,109.32	90%	\$5,288.95
1,000-1,499	2.26	\$3,109.32	90%	\$6,324.36
1,500-1,999	2.65	\$3,109.32	90%	\$7,415.73
2,000-2,499	2.85	\$3,109.32	90%	\$7,975.41
2,500-2,999	2.89	\$3,109.32	90%	\$8,087.34
3,000-3,999	3.08	\$3,109.32	90%	\$8,619.04
4,000+	2.78	\$3,109.32	90%	\$7,779.52

On an annual basis, City Council can review and consider 6-20-year CFP requirements, projected expenditures, General Fund revenues, PIF, REET, and property tax levy assumptions and adjust PIF accordingly.

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

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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% Inflate			
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	\$9.43	\$8.74
	\$869,800	\$82.05	\$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

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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

Capital facility program	Total	PROS Plan	%	2.9% Inflate			
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	#####	\$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.

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. The 2024 comparable fees were imposed prior to the Legislature's amendments specifying fees must be based on bedrooms or square footage.

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

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.**
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- 20.47.110 Review.**

Article II. Rates

- 20.47.120 Transportation impact fee.**
- 20.47.130 Park impact fee.**
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- 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.

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 21 14 calendar days of the city's written notification to the *feepayer* ~~'s payment of the impact fees at issue that said impact fee was due~~; 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).]

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/20/2026

Subject/Topic:	Proposed Council Action/Motion:
Rhododendron Public Boathouse Rent for Kenmore Community Rowing Club (KCRC) and Inglemoor High School (IHS) Crew Boosters Department: Public Works Operations Prepared by: Jennifer Gordon Public Works Operations Director Attachments: 1. April 9, 2025, Staff Memo Similar Facility Comparison 2. Contract 24-C3071 KCRC Public Recreational Programming 3. Contract 25-C3163 IHS Crew Boosters Recreational Programming 4. History of Council Meetings related to the Rhododendron Boathouse	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Authorize the City Manager to execute an amendment to the Agreement for Public Recreational Programming with KCRC (Contract 24-C3071) to provide for the payment of rent in the amount of \$3,038 per month starting October 1, 2026, in a form acceptable to the City Attorney's Office. Authorize the City Manager to execute an amendment to the Agreement for Public Recreational Programming Inglemoor High School Crew Booster to provide for the payment of rent in the amount of \$1,012 per month starting March 1, 2027, in a form acceptable to the City Attorney's Office.

Approvals:

Department Head JG 7/1/26 City Attorney DR 7/8/26 Finance Director MM 7/7/26 City Manager TK 7/6/26 Optional DB 7/8/26

Summary/Background

The Rhododendron Public Boathouse (Boathouse) was included as part of the 2019-2024 Capital Improvement Plan and was constructed in 2020. Prior to construction, the City executed agreements with multiple organizations to run programming out of the Boathouse. Kenmore Community Rowing Club (KCRC) would be responsible for running recreational programming, Northshore School District (NSD) would run a high school rowing program, and the George Pocock Foundation would be responsible for overall site management and coordination between the two user groups.

The construction was set in motion and agreements were executed, but the unforeseen challenges of the pandemic would have major impacts on the overall project. Today, the Boathouse operations are

not necessarily as originally planned but through a lot of coordination and effort of all parties involved, programming at the Boathouse is very successful.

The City currently has agreements with KCRC and Inglemoor High School (IHS) Crew Boosters. KCRC offers a range of both youth and adult recreational programs. NSD has stepped back and no longer directly operates the high school rowing program but continues to provide administrative support to the IHS Crew Boosters. IHS Crew Boosters now manage the high school rowing team and NSD-owned equipment, while coordinating shared equipment, space, and time with KCRC.

Partnerships are critical in Kenmore for providing recreational programming, as the City does not run recreational programs. Instead, it collaborates with various for-profit, non-profit, and government agencies to deliver recreational programs to the community effectively. This partnership approach enables a diverse range of recreational opportunities to be made available to meet the needs and interests of the community. In this case, successful programming at the Boathouse offers educational, experiential and recreational activities for youth and adults. As part of the current lease, KCRC is required to offer youth scholarships for families who cannot afford to participate otherwise.

Setting Rent

The agreements with both KCRC and the IHS Crew Boosters allow the City to collect rent from both parties with different structures and dates. In each case, the agreements deferred the collection of rent for a set period to allow both organizations to stabilize post-COVID and establish strong programs. We are now in that time frame, with both KCRC and IHS Crew Boosters having been formally notified of the City's intent to collect rent.

The Boathouse is a unique facility that provides approximately 4,000sqft. of space comprised of a large garage storage area that houses rowing shells and equipment that also includes a small office space, and an open loft area for workout/meeting space. The building also houses two public restrooms accessible from the exterior of the building open to the public during regular park operating hours. The site also includes a fenced exterior storage yard for additional equipment, supplies and materials.

Finding comparable properties for rent comparisons has been challenging. City staff have completed some market analysis. Based on the attached 2025 staff memo, there are no exactly comparable facilities leased to non-profit user groups like in Kenmore. It was estimated that \$1,500 per month could be a baseline amount based on the combination of facility rental and boat rack storage space rental.

In addition, the City asked JSH Properties to perform a market analysis on the Boathouse. JSH confirmed the lack of comparable facilities to Kenmore's Boathouse. JSH took a square foot approach coming up with \$20 per square foot, which comes to \$6,600 per month.

In order to establish an appropriate rental rate for facilities operated by non-profit organizations like KCRC and the IHS Crew Boosters, it is important that the amount set does not pose significant adverse effects on their operations. Both organizations provide public recreation services, and thus the rental rate should be reasonable enough to cover costs without hindering their ability to fulfill their missions. Striking a balance between generating revenue through rentals and maintaining accessibility for the community is essential.

City staff recommend starting with a discounted rate that falls in the middle of the presumed market rent and the staff analysis $(\$6600 + \$1500) / 2 = \$4,050$ and then prorating between the two organizations at (75% KCRC and 25% Boosters), that adjusts annually by 4% beginning in 2029. This approach is designed to ensure the success and sustainability of the collaboration for both parties involved, while addressing rising City costs.

Rent Rate Recommendation:

- KCRC Monthly Rent Rate: \$3,038/month
- IHS Crew Boosters Rent Rate: \$1,012/month

Previous Council Action(s):

- **7/28/25 City Council Meeting – Agreement with Inglemoor High School Boosters** – Authorizing Contract 25-C3163 (Attachment 3) and agreement for recreation programming with the IHS Crew Boosters outlines the terms for continuing use of the Boathouse for the NSD high school rowing program, Northshore Crew. The agreement term is effective on 8/1/25 and will renew automatically every year. The City's right to impose an annual rent for use of the Boathouse authorized under this Agreement, commencing no sooner than July 1, 2026. [Link to Council agenda packet](#)
- **7/22/24 City Council Meeting – Lease agreement with Kenmore Community Rowing Club** – Authorizing Contract 24-C3071(Attachment 2) between the City and the KCRC outlining the terms for the use of the Rhododendron Park Public Boathouse to provide public recreation rowing programs from 7/22/24 to 12/31/28. The City's right to impose an annual rent for use of the Boathouse, commencing no sooner than 7/1/25. Meeting to discuss rent 90 days prior to imposition. The rent may be based on capital cost recovery, depreciation, maintenance costs, other costs. [Link to Council agenda packet](#)
- **2020-2022 Various City Council Meetings – Fundraising Committee Updates** – A fundraising committee was established and provided updates at various City Council meetings. During these meetings, the committee updated the Council that no funds were raised. The lease with NSD stipulates that if the fundraising committee was not making substantial progress towards repaying the outstanding amount "that rent may need to be charged to tenants in future years."

A more detailed history of Council Meetings related to the Rhododendron Boathouse can be found as Attachment 4.

Fiscal Consideration:

No rent has been charged to date. However, once implemented, the two leases would generate \$104,290 through the end of 2028, with KCRC rent beginning October 1, 2026, and IHS Crew Booster rent beginning March 1, 2027.

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

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

1. Leadership and Operations Advance pro-equity practices and systems at all levels through accountable leadership and employees who are also empowered to lead and be change agents.

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 community.
3. Facility Plans & Improvements Develop facility and system improvements responsive to the values and priorities of residents and stakeholders and achieve pro-equity outcomes.

City Council Priorities or Budget Objective Being Addressed:

- 1.Ensure financial sustainability through revenue enhancement and cost-cutting measures.
- 8.Explore opportunities to expand parks and recreation.
- 10.Broaden community engagement and foster fun.



City of Kenmore, Washington

Memorandum

Date: April 9, 2025

To: Debbie Bent, Community Development Director & Assistant City Manager

From: Garrett Oppenheim, Assistant to the City Manager

Regarding: Boathouse Rental Rates

Purpose: To compare rates of boathouses around the Puget Sound for rentals to users similar to those using the Rhododendron Park Boathouse, Northshore School District and the community rowing group.

Background:

There are a number of boathouses around Lake Washington and the Puget Sound but few are comparable to the Boathouse at Rhododendron Park in terms of users. The boathouses I reviewed for this comparison are College Club in Seattle, Lake Union Crew in Seattle, Mount Baker Boathouse, and Olympia Rowing.

I also looked at Meydenbauer Bay Park in Bellevue but they rent their boathouse to a non-motorized boat rental vendor, a relationship I understand to be similar to that Kenmore has with WhatsUp and not relevant to the question at hand. For what it's worth, they charge the vendor \$300 per month plus a 12.84% leasehold excise tax.

1. Rack Rental

Boathouses charge to rent space to store boats based on the size of the vessel. The rates at the boathouses I compared all start around \$35 per month.

- College Club: \$35 per month for a single space, \$45 per month for a double space
- Community Boating Center at Bellingham Bay: \$30 per month for a paddle board with covered moorage, \$30 per month for a kayak with uncovered moorage, and \$35 per month for a kayak with covered moorage
- Lake Union Crew¹: \$35 per month per seat plus \$100 for a gym membership required of each member of the team for gym facilities they get access to through their membership.
- Olympia Rowing: \$440 per year for members (this equals \$36.67 per month). The membership fee is \$580 per year.

2. Facility Rental

It was much less common to find boathouses that rent their facilities to users similar to those utilizing the Rhododendron Park Boathouse.

¹ Seattle University rows out of this boathouse.

- Olympia Rowing no longer rents the facility to a user but about ten years ago they rented it to Evergreen State College. The rate at the time was \$670 per month. I ran this figure through an online inflation calculator and found it to be about \$900 in 2025, assuming the rate was from 2015.
- The Boathouse at Mount Baker Rowing & Sailing Center rents the facility to Conibear Rowing Club. They charge \$16,870 per year (\$1,405 per month). \$3,400 of that is for rack space (\$283 per month) while the remainder accounts for expenses. The manager of the facility explained to me that this is slightly below market value because he has not done a market assessment in the last few years.

Conclusion

For local boathouses, the standard rate for rack rental starts at around \$35 per month for a small vessel, increasing along with the size of the vessel.

Facility rental rates are harder to pin down because there are simply fewer examples to review. The baseline would appear to be approximately \$1,500 per month, inclusive of boat storage space.

AGREEMENT FOR PUBLIC RECREATIONAL PROGRAMMING

THIS AGREEMENT made and entered into this 22nd day of July, 2024, by and between the City of Kenmore, a Washington municipal corporation ("City"), and Kenmore Community Rowing Club, a Washington nonprofit corporation ("KCRC").

RECITALS

WHEREAS, the public has limited access points to experience Lake Washington and the Sammamish River in Kenmore; and

WHEREAS, providing and enhancing public access to the City's shorelines and waterways has been a priority of the City; and

WHEREAS, there are several City-owned waterfront parks that provide public access to the City's shorelines and waterways; and

WHEREAS, the City owns Rhododendron Park, located at 6910 NE 170th Street, Kenmore, Washington ("Park") with access to the Sammamish River and Lake Washington; and

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

WHEREAS, in lieu of the costs and resources needed to staff a recreation department, the City utilizes a more cost-effective means of providing recreation programming by partnering with other organizations to provide recreation programming for public purposes; and

WHEREAS, the KCRC are members of US Rowing and are a registered 501 (c)(3) offering rowing opportunities based out of the Boathouse for novice to experienced adults and youth rowers to row in Lake Washington and the Sammamish River; and

WHEREAS, this partnership with KCRC has been successful resulting in expanded water-based activity for the public; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as findings in support of this Agreement.
2. **Ownership.** The Parties acknowledge that the City owns the Park and Boathouse.
3. **Term.** The term of this Agreement shall commence and be effective on July 22, 2024, and shall expire on December 31, 2028, unless otherwise terminated as provided herein. The Parties agree to review the Agreement no later than five (5) months prior to the expiration of the Agreement.
4. **Grant For Public Purposes:** The City grants to KCRC the non-exclusive right, license, and privilege to utilize the Boathouse and portions of the Park in the manner and for the public purposes specified in this Agreement. The areas utilized by KCRC shall be identified as publicly owned and operated for public recreation.
5. **KCRC Use of the Park, Boathouse, and Dock.**
 - 5.1 Permitted uses. KCRC may use the Park, Boathouse, adjacent dock and outdoor storage area (collectively, “Park Facilities”), as depicted on the site plan attached hereto as Exhibit B, and incorporated by reference, solely for the purpose of conducting activities, programs, and services reasonably related to KCRC’s rowing programs (“Rowing Programs”), including storage of hand-powered watercraft, inflatable launches and equipment and supplies related thereto in the Boathouse storage area and no other location of the Park, and for incidental uses reasonably related to the KCRC’s Rowing Programs (“Permitted Uses”).
 - 5.2 Operating Hours. KCRC may use the Park Facilities consistent with the Permitted Uses during the Northshore School District (District) Fall 2024 and Spring 2025 Rowing Seasons, as published from time to time on the District’s website but generally occurring mid-August through mid-November of 2024, and mid-March through mid-May of 2025, and the times of operation will be confirmed by the District and approved by the City (“District’s Rowing Program Schedule”) four weeks in advance of the start of the Rowing Seasons. KCRC may also use the Park Facilities outside the District’s hours based on a Rowing Program schedule confirmed by KCRC and approved in advance by the City.
 - 5.3 Schedule Change. Any requested changes to the KCRC Rowing Program Schedule at the Park Facilities must be approved in advance by the City.
 - 5.4 Shared Park & Priority Use. KCRC acknowledges that the Park Facilities are shared facilities and may also be used by the public and other organizations as authorized by the City; provided, however, that the District shall have priority use and access to the Boathouse during the District’s Rowing Program Schedule for the Fall 2024 and Spring 2025 Rowing Seasons. KCRC shall have secondary priority use of the Boathouse during the District rowing season. Priority use and access to the Boathouse following conclusion of the District’s 2025 Spring Rowing Season shall be determined solely by the City.

- 5.5 Dock. The following dock conditions apply:
- 5.5.1 Under normal conditions, the dock will be available to the public for launching hand-carried boats during normal park hours.
 - 5.5.2 No overnight moorage will be allowed.
 - 5.5.3 Dock use will be on a first-come, first served basis.
- 5.6 Courteous use. In recognition that water access is a limited resource in the City, KCRC agrees that participants (staff, coaches, and volunteer(s)) of the Rowing Programs shall agree to always operate in a courteous and respectful manner to others and shall work to minimize impacts of their activities on Park Facilities and other watercraft.
- 5.7 Public use. The Park shall remain open and available to the public for recreational purposes at all times during normal park hours from dawn to dusk.
- 5.8 Access. The City retains the right to enter, inspect, operate, maintain, repair, and improve the Park Facilities at all reasonable times. The City reserves the right to prohibit use of portions of the Park Facilities, including the Boathouse and dock for purposes of exercising its rights. Such rights shall be exercised in such a manner as to minimize disruption to KCRC.

6. KCRC Responsibilities

- 6.1 Rowing Programs Personnel. KCRC agrees that to operate the Rowing Programs and use the Park Facilities it shall maintain adequate personnel to comply with all terms and conditions of this Agreement, including, but not limited to, Section 10 Safety.
- 6.2 Supervision. KCRC shall identify and approve coaches, ~~volunteer(s)~~, and all person(s) responsible for the Rowing Programs, Boathouse operations and safety compliance, and shall provide their contact information to the City. KCRC agrees that all participants in the Rowing Programs shall be supervised by KCRC hired coaches and/or KCRC approved volunteers.
- 6.3 Information.-KCRC agrees to identify the person(s) and contact information involved in managing this Agreement and coordinating the use of Park Facilities for the Rowing Programs.
- 6.4 Boathouse Management Responsibilities. KCRC shall be responsible for boathouse management responsibilities applicable to the KCRC Rowing Programs, including, but not limited to safety training, operations, compliance and maintenance as set forth in Exhibit A of this Agreement, attached hereto and incorporated by reference.
- 6.5 Rowing Fees. KCRC shall be responsible for collecting all participation fees for the KCRC Rowing Programs.

6.6 Annual Rent. The parties agree and acknowledge the City's right to impose an annual rent for use of the Boathouse, commencing no sooner than July 1, 2025 ("Rent"). The City may determine the amount of Rent based on capital cost recovery, depreciation, maintenance costs and other costs such as utilities. The amount of Rent will also reflect proportionate share of Boathouse and facility use. The parties agree to meet to discuss potential Rent amount within 90 days prior to commencement of imposing rent.

6.7 Records and Reporting. To protect the public interest, the parties agree that the City shall be able to periodically review KCRC records to determine if the terms and conditions of this Agreement are being met, including but not limited to, standards of maintenance, public use, and public accessibility upon ten (10) days written notice to KCRC.

Within the first quarter of each year, KCRC shall submit to the City an annual report which shall provide relevant information about the prior calendar year, including but not limited to data on total hours of programming, number of youth participants and members, number of adult participants and members, volunteer hours, number and types of classes and programs, enrollment in each of the classes and programs, fees, and number and value of financial aid discounted memberships and classes for low-income youths and families. KCRC agrees to discuss the contents of the reports and discuss the status of financial aid awarded by KCRC. As part of its annual report, KCRC and staff will coordinate a presentation of the annual report to the City Council at a public meeting.

City staff may attend relevant portions of KCRC monthly board meetings.

KCRC shall maintain adequate records, data, and information of its actual gross revenue and expenditures in such detail as required by the City. Upon the City's request, KCRC shall provide to the City all records relating to its revenue and expenditures relating to the Rowing Program at the Park. Said records shall be subject to inspection, review or audit by the City during the performance of this Agreement and for up to four years after the Agreement terminates or expires.

6.8 Financial Aid: KCRC shall provide financial aid to anyone who expresses the desire to participate but are financially unable to do so due to low income. KCRC shall make available financial aid to at least 10 participants per year. In its brochures and marketing materials, and during its operations at the Boathouse, KCRC shall conspicuously advertise and make the financial aid known to the public and potential participants. The parties acknowledge that providing scholarships is a material part of this Agreement.

6.9 Definition. For purposes of this Agreement, "low income" is defined as set forth in KMC 18.20.098 and self-attestation shall be sufficient.

6.10 Youth Rowing Program: The Interlocal Agreement between the City of Kenmore and the Northshore School District for use of the

Boathouse for the high school rowing program expires June 30, 2025. KCRC shall either start a youth program or accommodate and share space with a new youth rowing club following the June 30, 2025 expiration of the Interlocal Agreement. If KCRC chooses the first option, then KCRC shall make available at least 10 youth scholarships per year. In order to ensure a smooth transition to either KCRC starting a youth program or sharing a space with a new rowing club, a collaborative strategic planning process with participation of all parties will be implemented to ensure a youth rowing program is ready to commence upon expiration of the Interlocal Agreement.

7. City Responsibilities.

- 7.1** Rowing Programs. The City shall not be responsible for any costs associated with the KCRC Rowing Program, including, but not limited to, payment of coaches, supervisors, and/or damage to the Boathouse, Park, or dock caused by Rowing Programs.
- 7.2** Contacts. The City shall identify City contact(s) involved in managing this Agreement and coordinating the use of the Boathouse for the Rowing Programs, refer to Exhibit C.
- 7.3** Utilities. The City shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Park Facilities. The City shall not be liable for any interruption or failure in the supply of any such utilities to the Park Facilities, but the City shall use commercially reasonable efforts to cause such utility service to be restored.

8. Boathouse Maintenance.

- 8.1** City Maintenance. The City shall maintain the exterior of the Boathouse, including the foundation, exterior walls and roof, the public bathrooms, and the hardscape of the staging area and the parking areas, in good condition and repair, including, but not limited to, repairing, replacing (subject to Section 12, below), and restoring the components of the same when necessary. The City shall be responsible for janitorial services in the public bathrooms. In addition, the City shall maintain and repair the Park, including the boardwalk, paths, the bridge, dock, and parking areas, to City standards, and shall be responsible for all ground maintenance and trash removal. The City shall maintain reasonable building security measures as will be determined solely by the City.
- 8.2** KCRC Maintenance. KCRC agrees to maintain the Boathouse in good order and condition at all times during KCRC use, and in the manner set forth in Exhibit A. KCRC agrees to repair and replace (when necessary) the interior portions of the Boathouse building, when/if damage is caused by KCRC use of the Boathouse, including windows, plate glass, and doors/entryways to the Boathouse. KCRC shall be solely responsible for its own property, trade fixtures, furniture, and equipment.

9. Rowing Program Equipment.

9.1 Equipment for Programs. KCRC agrees to provide all equipment necessary for the KCRC Rowing Programs.

9.2 Shared Equipment. Any agreement to share, use or maintain equipment between KCRC and other organizations using the Boathouse is the sole responsibility of those parties.

10. Safety.

10.1 Safety Compliance. KCRC agrees to and shall ensure that the Rowing Programs comply with the Permitted Uses at the Park and Dock and comply with all USA Rowing standards. All 1:1 adult to youth interactions must be observable and interruptible. KCRC shall retain a reasonable ratio of staff, adult coaches and/or volunteers to youth rowers to ensure safe programming when youth are on the water. K C R C s h a l l r e q u i r e t h a t a l l employees, adult staff, volunteers, and parents of participants who provide training, supervision, and/or regularly or semi-regularly interact with participants who are youth or vulnerable adults successfully pass a Washington State Patrol criminal background check, consistent with RCW43.43.830 through RCW 43.43.834, that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults.

10.2 Training. Participants must be taught how to properly enter and exit the water and navigate their watercrafts. All participants shall hold a current Seattle Parks Float Test (or equivalent). KCRC shall comply with all Washington State and U.S. Coast Guard water safety laws. KCRC must have written rules and procedures for water activities, including an emergency action plan specific to the Park location. In addition, KCRC staff, coaches must be First Aid and CPR-certified, and KCRC must provide First Aid kits on site and accessible to staff, and coaches..

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

11. Hazardous Materials

11.1 Environmental Laws; KCRC Indemnity. KCRC, its directors, officers, employees, contractors, agents, and licensees shall not use or store Hazardous Substances or Toxic Materials (hereinafter defined) on the Park Facilities or cause or permit the escape, disposal or release (a "Release") of any Hazardous Substances or Toxic Materials on the Park Facilities, in an

amount subject to regulation under applicable Environmental Laws (as defined below), or in a manner with violates any Environmental Laws. Fuel storage may be allowed if properly stored. The terms "Hazardous Substances" or "Toxic Materials" as used in this Agreement shall include any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminate and is regulated by Environmental Laws, or any other federal, state, or local statute, law, ordinance, rule regulation, or judicial or administrative order or decision, now or hereafter in effect. The term "Environmental Laws" as used in this Agreement shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Washington Model Toxics Control Act, as amended, Chapter 82.21 RCW et seq., and all other applicable laws, rules, orders, regulations and requirements of any federal, state, county or local governmental authority regulating toxins, pollutants or contaminates. KCRC shall indemnify, defend and hold harmless the City from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, fines, taxes and expenses (including litigation costs and reasonable attorneys' fees) that occurred after the effective date of this Agreement and are based on, arise out of, or in any way relate (directly or indirectly, in whole or in part) to (a) any Hazardous Substances or Toxic Materials generated, used, Released, stored or disposed of by KCRC, in an amount subject to regulation under or in violation of applicable Environmental Laws and/or (b) KCRC violation of any Environmental Laws. K C R C shall have no obligation to indemnify the City for the KCRC mere discovery of a pre-existing or new Hazardous Substance or Toxic Material on the Park Facilities that was not caused by KCRC. Notwithstanding anything to the contrary in this Agreement, KCRC shall not be responsible for any Hazardous Substances or Toxic Materials present on the Park Facilities on or before the effective date or for the violation of any Environmental Law relating to Hazardous Substances or Toxic Materials after the effective date to the extent the same results from the introduction of Hazardous Substances or Toxic Materials in violation of applicable Environmental Laws by the City or the City's agents, employees or contractors. KCRC obligations under this Section 11.1 shall survive the expiration or sooner termination of this Agreement.

- 11.2** City's Warranties. As of the effective date of this Agreement, the City has received no notice, demand, request for information, summons or order from any person or entity concerning the presence on the Park Facilities of any Hazardous Substances or Toxic Material in violation of any Environmental Laws.
- 11.3** Complete Agreement. This Section 11 constitutes the parties' complete agreement regarding Hazardous Substances or Toxic Materials for KCRC use of the Park Facilities authorized under this Agreement.

12. Miscellaneous.

- 12.1** Damage or Destruction.

- 12.1.1 Insured Damage and Repair to the Park Facilities. If during the term of this Agreement all or any portion of the Park Facilities is damaged or destroyed by fire or other casualty (a “Casualty”) KCRC shall give immediate notice to the City. If the Casualty is covered by the City’s casualty insurance policy, the City shall promptly repair such damage and restore the Premises to substantially its condition existing immediately prior to such Casualty using a contractor selected by the City; provided, however, this section is contingent upon the City Council authorizing such repairs.
- 12.1.2 Termination by City. If, in the City’s reasonable determination, the Park Facilities are damaged or destroyed by any Casualty covered by the City’s casualty insurance policy to such an extent as to render the same untenable in whole or substantial part, or to the extent of twenty-five percent (25%) or more of the replacement value of the Park Facilities during this Agreement, or if the City’s insurance proceeds are not sufficient to repair the damage, or the time needed to restore the Park Facilities will exceed nine (9) months from the date of the Casualty, then the City may, at its option, either (i) repair such damage as soon as reasonably possible, in which event this Agreement shall continue in full force and effect, or (ii) cancel and terminate this Agreement upon thirty (30) days' prior written notice given to KCRC.
- 12.1.3 Uninsured Damage. If during the term of this Agreement the Park Facilities are damaged and such damage was caused by a casualty not covered under the City’s casualty insurance policy, the City may, at its option, either (i) repair such damage as soon as reasonably possible at its expense, in which event this Agreement shall continue in full force and effect, or (ii) cancel and terminate this Agreement upon thirty (30) days' prior written notice given to KCRC.
- 12.1.4 KCRC Repair. In no event shall the City be responsible for repair or restoration of KCRC personal property or damage to Park Facilities caused by KCRC or Rowing Programs.
- 12.2 Indemnification; Liability. KCRC shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of KCRC use of the Park Facilities, including, but not limited to any activities relating to the Rowing Programs, KCRC’s conduct of its business, or from any activity, work or thing done, permitted, or suffered by KCRC in or about the Park Facilities, except only such injury or damage as shall have been occasioned by the negligence or willful actions of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes KCRC waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by KCRC and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

- 12.3** Public Restrooms. Except to the extent caused by the acts, omissions, negligence or willful misconduct, of KCRC or its agents, employees, contractors, or business invitees, KCRC shall have no responsibility or liability for any loss, damage, or expense in connection with the use of public bathrooms on the Park.
- 12.4** Survival. The provisions of Sections 12.2 and 12.3 shall survive the expiration or earlier termination of this Agreement.
- 12.5** Insurance. KCRC shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with rights provided under this Agreement by KCRC, its agents, representatives, or employees.

A. Minimum Scope of Insurance. KCRC shall obtain insurance of the types described below:

- i. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under KCRC Commercial General Liability insurance policy using ISO endorsement CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. KCRC shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- ii. Excess or Umbrella Liability insurance shall be written with limits of not less than \$1,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through KCRC Commercial General Liability insurance, or any combination thereof that achieves the overall required limits.

C. Other Insurance Provision. KCRC Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of KCRC's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage. KCRC shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of KCRC before commencement of the work.

F. Notice of Cancellation. KCRC shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice. KCRC shall deliver to the City prior to July 22, 2024, and no less frequently than annually thereafter, certificates evidencing the existence and amounts of insurance required in this Agreement. The City reserves the right to require reasonable additional coverage and increase limits as industry standards change.

G. Failure to Maintain Insurance. Failure on the part of KCRC to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to KCRC to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City within thirty (30) days of written demand from the City.

H. No Limitation. KCRC maintenance of insurance as required by the Agreement shall not be construed to limit the liability of KCRC to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- 12.6** Insurance by Rowing Program Participants. KCRC agrees that it will require all participants in the Rowing Programs to purchase an individual membership to US Rowing, which in conjunction with the KCRC US Rowing membership, provides insurance that covers personal injuries, death and property damage relating to their participation in the Rowing Programs. For special community events, where there are participants who are non KCRC members, KCRC shall require such participants to sign a US Rowing waiver of liability form.
- 12.7** City's Property Insurance. The City agrees to add the Boathouse to its property insurance schedule and insure the same for its replacement cost, subject to and in accordance with the provisions applicable to the City's membership in the Washington Cities Insurance Authority (WCIA) risk pool.
- 12.8** Waiver of Subrogation. Notwithstanding any other term or provision hereof, the Parties hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

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

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

Exhibit A – Scope of KCRC Maintenance
Exhibit B – Site Plan of the Park Facilities
Exhibit C – City Contacts

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

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

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

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

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

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

12.16 Nondiscrimination. The Parties shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or

hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

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

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

**CITY OF KENMORE
ROWING CLUB**

Anastasiya Warhol, City Clerk
18120 68th Ave NE
Kenmore WA 98028

awarhol@kenmorewa.gov
(425) 398-8900

KENMORE COMMUNITY

Emily Bonifaci, Board Chair
emily@kenmorerowing.org
Kenmore Community Rowing
Club

PO Box 82995
Kenmore WA 98028
425 224 5196

13. Termination.

13.1 Termination by the City. Unless otherwise terminated under a specific term of this Agreement, the City may terminate this Agreement by providing sixty (60) days' written notice to the KCRC of its intent to terminate this Agreement.

13.2 Termination by the KCRC. Unless otherwise terminated under a specific term of this Agreement, the KCRC may terminate this Agreement by sixty (60) days' written notice to the City of its intent to terminate this Agreement.

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

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

CITY OF KENMORE, WASHINGTON

KENMORE COMMUNITY
ROWING CLUB

By: Rob Karlinsey

By: Emily Bonifaci

Stephanie Lucash
Stephanie Lucash (Jul 24, 2024 19:21 PDT)

City Manager

Date: _____

Emily Bonifaci
Emily Bonifaci (Jul 25, 2024 12:25 PDT)

Title: Board Chair

Date: _____

EXHIBIT A
KCRC Maintenance Responsibilities

Consistent with Section 6 of the Agreement, KCRC agrees to maintain the Boathouse in good order and condition at all times during KCRC use.

KCRC care and management of the Boathouse must include:

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

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

EXHIBIT B
SITE PLAN

EXHIBIT C

Contacts

City Contacts:

Public Works Operations Point of Contact (single point of contact for any facility and/or site maintenance needs, facility access codes, etc.):

Quinn Proffitt (Monday thru Friday 6:00 AM to 2:30 PM)

Parks & Streetscapes Maintenance Supervisor

(206) 914-4739

qproffitt@kenmorewa.gov

Public Works Operations (Monday thru Friday 2:30PM to 5:00PM)

(425) 398-8900

After hours Emergencies: Public Works Operations On-call

(253) 274-6330

Life Threatening Emergencies: Please call 911

Contract Point of Contact (single point of contact for any issues specifically related to the contract agreement itself, submitting annual reports, program coordination, etc.)

Maurita Colburn

Recreation Program Supervisor

(425) 864-3788

mcolburn@kenmorewa.gov



Exhibit B - Site Plan



June 27, 2024

KCRC Agreement Contract with Exhibit 2024-C3071

Final Audit Report

2024-07-25

Created:	2024-07-23
By:	Shannon Tipple-Leen (stippleleen@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOA30wYwbA1KKmXQRnhzYBpu0SwTo36r8

"KCRC Agreement Contract with Exhibit 2024-C3071" History

-  Document created by Shannon Tipple-Leen (stippleleen@kenmorewa.gov)
2024-07-23 - 4:49:11 PM GMT- IP address: 50.235.209.34
-  Document emailed to emily@kenmorerowing.org for signature
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-  Signer slucash@kenmorewa.gov entered name at signing as Stephanie Lucash
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-  Document e-signed by Stephanie Lucash (slucash@kenmorewa.gov)
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-  Signer emily@kenmorerowing.org entered name at signing as Emily Bonifaci
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-  Document e-signed by Emily Bonifaci (emily@kenmorerowing.org)
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-  Agreement completed.
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AGREEMENT FOR PUBLIC RECREATIONAL PROGRAMMING

THIS AGREEMENT made and entered into this ____ day of July, 2025, by and between the City of Kenmore, a Washington municipal corporation ("City"), and IHS Crew Boosters, a Washington nonprofit corporation ("Boosters").

RECITALS

WHEREAS, the public has limited access points to experience Lake Washington and the Sammamish River in Kenmore; and

WHEREAS, providing and enhancing public access to the City's shorelines and waterways has been a priority of the City; and

WHEREAS, there are several City-owned waterfront parks that provide public access to the City's shorelines and waterways; and

WHEREAS, the City owns Rhododendron Park, located at 6910 NE 170th Street, Kenmore, Washington ("Park") with access to the Sammamish River and Lake Washington; and

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

WHEREAS, in lieu of the costs and resources needed to staff a recreation department, the City utilizes a more cost-effective means of providing recreation programming by partnering with other organizations to provide recreation programming for public purposes; and

WHEREAS, Boosters is a nonprofit 501(c)(3) corporation formed to promote youth rowing; and

WHEREAS, Boosters has entered into a Collaboration Agreement (the "Collaboration Agreement"), a copy of which is attached as Exhibit D, with the Northshore School District ("NSD") under which Boosters will provide financial and administrative support to NSD's crew program ("Northshore Crew") (acknowledging that for at least the 2025-26 school year crews will race under the name Inglemoor Crew); and

WHEREAS, under the terms of the Collaboration Agreement, (a) participants in Northshore Crew ("Participants") will be high-school students in NSD schools, will remain under the supervision of NSD, and will be members of USRowing, (b) paid coaches will be employees of NSD, and both paid and volunteer coaches will be under

NSD's control, (c) crew shells, oars, coaching launches and other rowing equipment located at the Boathouse may be the property of NSD or of Boosters, and (d) the rowing and other day-to-day operations of Northshore Crew will be managed and conducted by NSD; and

WHEREAS, Northshore Crew has been successful in providing opportunities for youth rowing in this region;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as findings in support of this Agreement.
2. **Ownership.** The parties acknowledge that the City owns the Park and Boathouse.
3. **Term.** The term of this Agreement shall commence and be effective on August 1, 2025, and will renew automatically every year unless terminated as set forth in Section 13.
4. **Grant For Public Purposes:** The City grants to Boosters and Northshore Crew the non-exclusive right, license, and privilege to utilize the Boathouse and portions of the Park in the manner and for the public purposes specified in this Agreement. The areas utilized by Boosters and Northshore Crew shall be identified as publicly owned and operated for public recreation.
5. **Boosters and Northshore Crew Use of the Park, Boathouse, and Dock.**
 - 5.1 Collaboration Agreement. The parties acknowledge that the Boosters and NSD entered into a Collaboration Agreement under which Boosters will provide financial, administrative support, and project management to Northshore Crew (acknowledging that for at least the 2025-26 school year crews will race under the name Inglemoor Crew).
 - 5.2 Northshore Crew Operations. The parties acknowledge that under the terms of the Collaboration Agreement, (a) Participants will be high-school students in NSD schools, will remain under the supervision of NSD, and will be members of USRowing, (b) paid coaches will be employees of NSD, and both paid and volunteer coaches will be under NSD's control, (c) crew shells, oars, coaching launches and other rowing equipment located at the Boathouse may be the property of NSD or of Boosters, and (d) the rowing and other day-to-day operations of Northshore Crew will be managed and conducted by NSD with support from Boosters.

- 5.3** Permitted uses. Boosters and Northshore Crew may use the Park, Boathouse, adjacent dock and outdoor storage area (collectively, “Park Facilities”), as depicted on the site plan attached hereto as Exhibit B, solely for the purpose of conducting activities, programs, and services reasonably related to the operations of Northshore Crew and Boosters’ support of those operations (“Permitted Uses”). Permitted Uses will include storage of hand-powered watercraft, coaching launches, and related equipment and supplies in the Boathouse and in the Under Bridge Storage Area shown on Exhibit B and no other location of the Park.
- 5.4** Operating Hours. Boosters and Northshore Crew may use the Park Facilities consistent with the Permitted Uses during the NSD fall and spring rowing seasons, as published from time to time on NSD’s website but generally occurring mid-August through mid-November, and mid-March through mid-May. The specific times of operation will be confirmed by NSD and approved by the City (“Northshore Crew Program Schedule”) four weeks in advance of the start of each rowing season. Boosters and Northshore Crew may also use the Park Facilities at times other than provided in the Northshore Crew Program Schedule upon request from NSD approved in advance by the City.
- 5.5** Schedule Change. Any requested changes to the rowing program schedule at the Park Facilities must be approved in advance by the City.
- 5.6** Shared Park & Priority Use. Boosters acknowledges and will confirm with NSD that the Park Facilities are shared facilities and may also be used by the public and other organizations as authorized by the City; provided, however, that Boosters and Northshore Crew shall have exclusive use and access to the Boathouse during the Northshore Crew Program Schedule for the fall and spring rowing seasons. The City, in its sole discretion, may authorize and determine the use and access to the Boathouse outside of the Northshore Crew Program Schedule.
- 5.7** Dock. The following dock conditions apply:
- 5.7.1 Under normal conditions, the dock will be available to the public for launching hand-carried boats during normal park hours.
 - 5.7.2 No overnight moorage will be allowed.
 - 5.7.3 Dock use will be on a first-come, first served basis.
- 5.8** Courteous use. In recognition that water access is a limited resource in the City, Boosters agrees and will confirm with NSD that Northshore Crew coaches and Participants shall always operate in a courteous and respectful manner to others and shall work to minimize impacts of their activities on Park Facilities and other watercraft.

- 5.9 Public use. The Park shall remain open and available to the public for recreational purposes at all times during normal park hours from dawn to dusk.
- 5.10 Access. The City retains the right to enter, inspect, operate, maintain, repair, and improve the Park Facilities at all reasonable times. The City reserves the right to prohibit use of portions of the Park Facilities, including the Boathouse and dock for purposes of exercising its rights. Such rights shall be exercised in such a manner as to minimize disruption to Boosters and Northshore Crew.

6. **Boosters Responsibilities**

- 6.1 Support of NSD; NSD Requirements. Boosters will provide financial and administrative support to NSD as provided in the Collaboration Agreement. Boosters will also coordinate with NSD and the City with respect to NSD's compliance with the safety, maintenance, and other operational requirements applicable to NSD under this Agreement (the "NSD Requirements"). The City acknowledges that Boosters and NSD are separate legal entities, and that Boosters does not control NSD or the operations of Northshore Crew. Boosters will not be liable for any failure of NSD to comply with the NSD Requirements, but NSD's failure to comply may be grounds for termination of this Agreement as provided in Section 13.1.2.
- 6.2 NSD Compliance. Before the start of the fall 2025 rowing season, Boosters will provide the City with confirmation of NSD's agreement to comply with the NSD Requirements. Boosters shall provide to the City the contact information of all NSD personnel responsible for compliance with the NSD Requirements. NSD will be responsible for supervising all Participants.
- 6.3 Boathouse Management Responsibilities. Boosters shall be responsible for confirming that boathouse management responsibilities applicable to the Northshore Crew are completed, including but not limited to safety training, operations, compliance and maintenance as set forth in the attached Exhibit A.
- 6.4 Rowing Fees. Boosters will be responsible for collecting any participation fees from Participants.
- 6.5 Annual Rent. The parties agree and acknowledge the City's right to impose an annual rent for use of the Boathouse authorized under this Agreement, commencing no sooner than July 1, 2026 ("Rent"). The City may determine the amount of Rent, in its sole discretion, based on factors that may include, but are not limited to, capital cost recovery, depreciation, maintenance costs and other costs such as utilities. The amount of Rent will also reflect the Boosters' and Northshore Crew's proportionate share of Boathouse and facility use relative to other parties using the Boathouse. Any initial

imposition of Rent, and any subsequent increase in Rent, may be implemented only as of the start date of any fall or spring rowing season, and the City must provide written notice to Boosters of any imposition or increase of Rent at least 150 days prior to that start date in order to give Boosters an opportunity to assess the economic impact of the new Rent and, if necessary, terminate this Agreement under Section 13.2. The parties agree to meet to discuss potential Rent amount at least 30 days prior to any such notice from the City.

- 6.6** Records and Reporting. To protect the public interest, the parties agree that the City shall be able to periodically review Boosters records to determine if the terms and conditions of this Agreement are being met, including but not limited to, standards of maintenance, public use, and public accessibility upon ten (10) days' written notice to Boosters. Boosters will also obtain from NSD and make available to the City any NSD records necessary for the foregoing determination. The parties agree that Boosters shall not submit to the City any personally identifiable information contained in or derived from student's education records that are deemed confidential pursuant to federal law, as further set forth in Section II.6 of the Collaboration Agreement.

Within the first quarter of each year, Boosters shall submit to the City an annual report which shall provide relevant information about the prior calendar year, including but not limited to data on total hours of programming, number of youth participants and members, volunteer hours, enrollment, fees, and number and value of financial aid awards for low-income youth. Boosters agrees to discuss the contents of the reports and discuss the status of financial aid awarded by Boosters. As part of its annual report, Boosters and staff will coordinate a presentation of the annual report to the City Council at a public meeting.

City staff may attend portions of Boosters board meetings relevant to the use of the Boathouse and the Park Facilities by Northshore Crew, or NSD's performance of the NSD Requirements.

Boosters shall maintain adequate records, data, and information of its actual gross revenue and expenditures in such detail as required by the City. Upon the City's request, Boosters shall provide to the City all records relating to its revenue and expenditures relating to Northshore Crew at the Park. Said records shall be subject to inspection, review or audit by the City during the performance of this Agreement and for up to four years after the Agreement terminates or expires.

- 6.7** Financial Aid. Boosters shall provide financial aid to any athlete identified by NSD as eligible for its Fee Waiver for School Programs – Sport Fees. The parties acknowledge that providing scholarships is a material part of this Agreement.

7. City Responsibilities.

- 7.1 Rowing Team Support.** The City shall not be responsible for any costs associated with Northshore Crew, including, but not limited to, payment of coaches, supervisors, and/or damage to the Boathouse, Park, or dock caused by Northshore Crew.
- 7.2 Contacts.** The City and Boosters shall identify contact(s) involved in managing this Agreement and coordinating the use of the Boathouse by Northshore Crew. The current contacts are set forth on Exhibit C, which any party may update by notice to the others from time to time.
- 7.3 Utilities.** The City shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Park Facilities. The City shall not be liable for any interruption or failure in the supply of any such utilities to the Park Facilities, but the City shall use commercially reasonable efforts to cause such utility service to be restored.

8. Boathouse Maintenance.

- 8.1 City Maintenance.** The City shall maintain the exterior of the Boathouse, including the foundation, exterior walls and roof, the public bathrooms, and the hardscape of the staging area and the parking areas, in good condition and repair, including, but not limited to, repairing, replacing (subject to Section 12, below), and restoring the components of the same when necessary. The City shall be responsible for janitorial services in the public bathrooms. In addition, the City shall maintain and repair the Park, including the boardwalk, paths, the bridge, dock, and parking areas, to City standards, and shall be responsible for all ground maintenance and trash removal. The City shall maintain reasonable building security measures as will be determined solely by the City.
- 8.2 Boosters Maintenance.** Boosters is responsible for ensuring the Boathouse is maintained in good order and condition at all times during use by Northshore Crew, and in the manner set forth in Exhibit A. Boosters shall be responsible for the repair and replacement (when necessary) of the interior portions of the Boathouse building, when/if damage is caused by Northshore Crew's use of the Boathouse, including windows, plate glass, and doors/entryways to the Boathouse. Boosters and NSD shall each be solely responsible for their own property, trade fixtures, furniture, and equipment.

9. Rowing Program Equipment.

- 9.1 Equipment for Programs.** Boosters and NSD shall provide all equipment necessary for the Northshore Crew.

- 9.2 Shared Equipment. Any agreement to share, use or maintain equipment between Boosters, NSD and other organizations using the Boathouse is the sole responsibility of those parties; provided, that Northshore Crew will at all times (including outside the Northshore Crew Program Schedule) have use of accessible storage racks for at least 12 eight-oared shells; 10 fours/quads; 2 pairs/doubles; and associated oars. This section shall not be construed to require the City to expand or enlarge in any way the existing storage for such equipment.

10. **Safety.**

- 10.1 Safety Compliance. Boosters shall ensure that NSD and Northshore Crew are complying with (a) the Permitted Uses at the Park and Dock and (b) all USRowing standards, including SafeSport or any replacement program that may be adopted by USRowing. All 1:1 adult to youth interactions must be observable and interruptible. Boosters shall ensure that NSD retains a reasonable ratio of staff, adult coaches and/or volunteers to youth rowers to ensure safe programming when youth are on the water. Boosters shall ensure that NSD is meeting the requirement that all adult staff, volunteers, and parents of participants who provide training, supervision, and/or regularly or semiregularly interact with participants who are youth or vulnerable adults successfully pass an NSD Level 1 or Level 2 background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults. Boosters volunteers or members that work with any Northshore Crew athlete shall also comply with NSD requirements and pass an NSD Level 1 or Level 2 background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults.
- 10.2 Standards. The standards and requirements of this section have been promised to the City by Boosters, according to standards that are known to and understood by the City. The City shall not be required to enforce these standards and requirements and shall not be responsible or liable in any way for Boosters' or NSD's adherence (or lack of adherence) to them.

11. **Hazardous Materials**

- 11.1 Environmental Laws; Boosters Indemnity. Boosters and NSD and its personnel shall not use or store Hazardous Substances or Toxic Materials (hereinafter defined) on the Park Facilities or cause or permit the escape, disposal or release (a "Release") of any Hazardous Substances or Toxic Materials on the Park Facilities, in an amount subject to regulation under applicable Environmental Laws (as defined below), or in a manner with violates any Environmental Laws. Fuel storage may be allowed if properly stored. The terms "Hazardous Substances" or "Toxic Materials" as used in this Agreement shall include any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminate and is regulated by Environmental Laws, or any other federal, state, or local statute, law,

ordinance, rule regulation, or judicial or administrative order or decision, now or hereafter in effect. The term “Environmental Laws” as used in this Agreement shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Washington Model Toxics Control Act, as amended, Chapter 82.21 RCW et seq., and all other applicable laws, rules, orders, regulations and requirements of any federal, state, county or local governmental authority regulating toxins, pollutants or contaminants. Boosters shall indemnify, defend and hold harmless the City from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, fines, taxes and expenses (including litigation costs and reasonable attorneys’ fees) that occurred after the effective date of this Agreement and are based on, arise out of, or in any way relate (directly or indirectly, in whole or in part) to (a) any Hazardous Substances or Toxic Materials generated, used, Released, stored or disposed of by NSD, in an amount subject to regulation under or in violation of applicable Environmental Laws and/or (b) NSD’s violation of any Environmental Laws. Boosters shall have no obligation to indemnify the City for the mere discovery by Boosters or NSD of a pre-existing or new Hazardous Substance or Toxic Material on the Park Facilities that was not caused by NSD or Boosters. Notwithstanding anything to the contrary in this Agreement, neither Boosters nor NSD shall be responsible for any Hazardous Substances or Toxic Materials present on the Park Facilities on or before the effective date or for the violation of any Environmental Law relating to Hazardous Substances or Toxic Materials after the effective date to the extent the same results from the introduction of Hazardous Substances or Toxic Materials in violation of applicable Environmental Laws by the City, the City’s agents, employees or contractors, or any other user of the Boathouse and the Park Facilities. Boosters’ obligations under this Section 11.1 shall survive the expiration or sooner termination of this Agreement.

- 11.2** City’s Warranties. As of the effective date of this Agreement, the City represents and warrants that it has received no notice, demand, request for information, summons or order from any person or entity concerning the presence on the Park Facilities of any Hazardous Substances or Toxic Material in violation of any Environmental Laws.
- 11.3** Complete Agreement. This Section 11 constitutes the parties’ complete agreement regarding Hazardous Substances or Toxic Materials for the use of the Park Facilities by Boosters and NSD authorized under this Agreement.

12. Miscellaneous.

12.1 Damage or Destruction.

12.1.1 Insured Damage and Repair to the Park Facilities. If during the term of this Agreement Boosters becomes aware that all or any portion of the Park Facilities is damaged or destroyed by fire or other casualty (a "Casualty"), Boosters shall give immediate notice to the City. If the Casualty is covered by the City's casualty insurance policy, the City shall promptly repair such damage and restore the Premises to substantially its condition existing immediately prior to such Casualty using a contractor selected by the City; provided, however, this section is contingent upon the City Council authorizing such repairs.

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

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

12.1.4 Boosters Repair. In no event shall the City be responsible for repair or restoration of personal property of Boosters, Northshore Crew, or NSD or damage to Park Facilities caused by Boosters, Northshore Crew or NSD.

12.1.5 Termination or Suspension by Boosters. If the Park Facilities are damaged or destroyed by any casualty to such an extent as to render the same unusable for the operations of Northshore Crew, Boosters may either (a) suspend this Agreement until the Park Facilities are restored to usable condition, or (b) if the period of unusability is expected to exceed six months, terminate this Agreement upon 30

days' prior written notice given to the City. No Rent will be owed for any period of unusability due to such damage or destruction.

- 12.2** Indemnification; Liability. Boosters shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, brought by any third party and which arises out of Boosters', Northshore Crew's, or NSD's use of the Park Facilities, including, but not limited to any activities relating to the operations of Northshore Crew, or from any activity, work or thing done, permitted, or suffered by Boosters or NSD in or about the Park Facilities, except only such injury or damage as shall have been occasioned by the negligence or willful actions of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Boosters' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by Boosters and the City. The provisions of this section shall survive the expiration or termination of this Agreement.
- 12.3** Public Restrooms. Except to the extent caused by the acts, omissions, negligence or willful misconduct, of Boosters, NSD, or their respective agents, employees, contractors, or business invitees, Boosters and NSD shall have no responsibility or liability for any loss, damage, or expense in connection with the use of public bathrooms on the Park.
- 12.4** Survival. The provisions of Sections 12.2 and 12.3 shall survive the expiration or earlier termination of this Agreement.
- 12.5** Insurance. Boosters shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with rights provided under this Agreement to Boosters, NSD, or their respective agents, representatives, or employees.

A. Minimum Scope of Insurance. Boosters shall obtain insurance of the types described below:

- i. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under Boosters Commercial General Liability insurance policy using ISO endorsement CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Boosters shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- ii. Excess or Umbrella Liability insurance shall be written with limits of not less than \$1,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Boosters Commercial General Liability insurance, or any combination thereof that achieves the overall required limits.

C. Other Insurance Provision. Boosters Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self insurance, or insurance pool coverage maintained by the City shall be excess of Boosters' insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage; Notice of Cancellation. Boosters shall deliver to the City prior to August 18, 2025, and no less frequently than annually thereafter, certificates evidencing the existence and amounts of insurance required in this Agreement. Boosters shall provide the City with written notice of any policy cancellation, within two business days of its receipt of such notice. The City reserves the right to require reasonable additional coverage and increase limits as industry standards change.

F. Failure to Maintain Insurance. Failure on the part of Boosters to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to Boosters to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City within thirty (30) days of written demand from the City.

G. No Limitation. Boosters maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Boosters to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

12.6 Insurance by Rowing Program Participants. Boosters will require all Participants to purchase an individual membership to USRowing, which in

conjunction with NSD's USRowing club membership, provides insurance that covers personal injuries, death and property damage relating to their participation in Northshore Crew.

- 12.7** City's Property Insurance. The City agrees to add the Park Facilities to its property insurance schedule and insure the same for their replacement cost, subject to and in accordance with the provisions applicable to the City's membership in the Washington Cities Insurance Authority (WCIA) risk pool.
- 12.8** Waiver of Subrogation. Notwithstanding any other term or provision hereof, the parties hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Park Facilities. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- 12.9** Successors and Assigns. Boosters shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.
- 12.10** Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior discussions. The following Exhibits are an integral part of this Agreement and are incorporated herein by this reference:

Exhibit A – Maintenance Responsibilities
Exhibit B – Site Plan of the Park Facilities
Exhibit C – Contacts
Exhibit D – Collaboration Agreement (as it may be amended from time to time)

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

- 12.11** Third-Party Beneficiaries. Boosters and Northshore Crew will have the right to use the Park Facilities for the purposes and in the manner set forth in this Agreement. Otherwise, there are no third-party beneficiaries to this Agreement, and no person or entity other than a party to this Agreement shall have any rights under this Agreement or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 12.12** Waiver. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written agreement of both parties.

- 12.13** Severability. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.
- 12.14** Force Majeure. Any performance under any term of this Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond the performing party's control, including without limitation, terrorist attacks, strikes, embargoes, shortages of labor or materials, pandemics, governmental regulations and delays, acts of God, war or other strife ("Force Majeure"); provided, however, that there shall be no extension until both the City or Boosters, as applicable, has received notice of the events upon which the other party is asserting have constituted a Force Majeure (provided that the party claiming the Force Majeure shall not be required to deliver notice thereof at the time the same commences) and notice when such Force Majeure events have ceased (which notice may be delivered upon the cessation of such Force Majeure events).
- 12.15** Counterparts. This Agreement may be signed in counterparts, and, if so signed, shall be deemed on integrated document.
- 12.16** Nondiscrimination. Each party shall ensure that there shall be no unlawful discrimination against any of its employees or applicants for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.
- 12.17** Governing Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall only be brought in Superior Court of King County, Washington.
- 12.18** Notices. Exhibit C lists contacts of the City, Boosters and NSD for routine and operational purposes. The designated representatives of the parties for formal written notices under this Agreement shall be the following individuals or their designees:

CITY OF KENMORE

Michelle Kang, Acting City Clerk
18120 68th Ave NE
Kenmore WA 98028

mkang@kenmorewa.gov
(425) 398-8900

IHS CREW BOOSTERS

Anish Nanavati, President
19130 - 67th Ave. NE
Kenmore, WA 98028

anish.nanavati@gmail.com
(206) 852-6232

Either party may update this information from time to time by notice to the other party.

13. Termination.

13.1 Termination by the City.

13.1.1 For Convenience. Unless otherwise terminated under a specific term of this Agreement, the City may terminate this Agreement by providing 120 calendar days' written notice prior to the start of the next crew season (by April 25th for the fall season, by November 1st for the spring season) to the Boosters of its intent to terminate this Agreement.

13.1.2 For Cause. If Boosters is in material violation of its obligations under this Agreement, or if NSD is in material violation of the NSD Requirements, the City shall give written notice to both Boosters and NSD describing the violation in reasonable detail. Boosters and NSD shall have a period of 30 days from delivery of such notice in which to cure the violation. If Boosters and NSD have not cured the violation within such period, the City may by further written notice to Boosters and NSD terminate this Agreement, effective no sooner than 30 days after the delivery of such further notice.

13.2 Termination by Boosters.

13.2.1 For Convenience. Unless otherwise terminated under a specific term of this Agreement, Boosters may terminate this Agreement sixty (60) calendar days' written notice prior to the start of the next crew

season (by April 25th for the fall season, by November 1st for the spring season) to the City of its intent to terminate this Agreement.

13.2.2 For Cause. If the City is in material violation of its obligations under this Agreement, Boosters shall give written notice to the City describing the violation in reasonable detail. The City shall have a period of 30 days from delivery of such notice in which to cure the violation. If the City has not cured the violation within such period, Boosters may by further written notice to the City terminate this Agreement, effective no sooner than 30 days after the delivery of such further notice.

13.3 Effective Date of Termination. The effective date of termination shall be the date upon which this Agreement ceases to be in force following the required notice as contemplated in this Section 13. Any termination for cause will not limit or constitute a waiver of any other remedy that may be available to the non-defaulting party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

**CITY OF KENMORE,
WASHINGTON**

IHS CREW BOOSTERS

By: Stephanie Lucash
Stephanie Lucash,
Interim City Manager

By: Anish Nanavati
Anish Nanavati (Aug 7, 2025 12:22:17 PDT)
Anish Nanavati,
President

EXHIBIT A

Maintenance Responsibilities

Consistent with Section 6 of the Agreement, Boosters shall maintain the Boathouse in good order and condition at all times during its use.

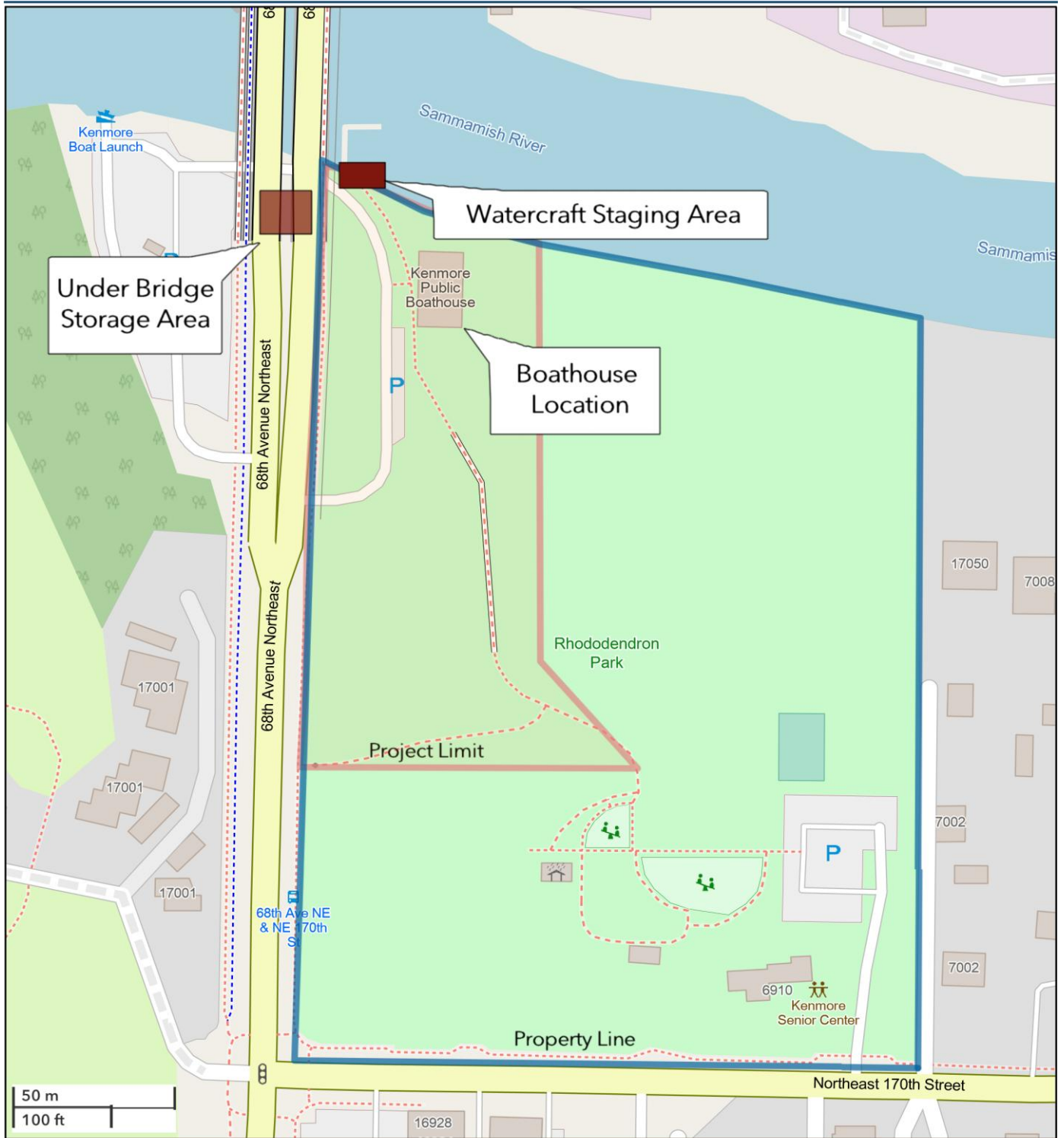
Boosters shall ensure the care and management of the Boathouse which must include:

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

Any maintenance issues or damage to the Boathouse not caused by Boosters or NSD during its use shall be timely reported to the City, and shall not be the responsibility of Boosters or NSD to repair or resolve.



Exhibit B - Site Plan



June 27, 2024

EXHIBIT C

Contacts

City Contacts:

Public Works Operations Point of Contact (single point of contact for any facility and/or site maintenance needs, facility access codes, etc.):

Quinn Proffitt (Monday thru Friday 6:00 AM to 2:30 PM)
Parks & Streetscapes Maintenance Supervisor
(206) 914-4739
qproffitt@kenmorewa.gov

Public Works Operations (Monday thru Friday 2:30PM to 5:00PM)
(425) 398-8900

After hours Emergencies: Public Works Operations On-call
(253) 274-6330

Life Threatening Emergencies: Please call 911

Contract Point of Contact (single point of contact for any issues specifically related to the contract agreement itself, submitting annual reports, program coordination, etc.):

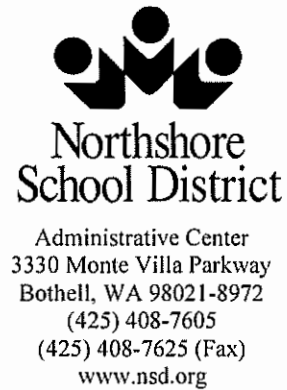
Maurita Colburn
Recreation Program Supervisor
(425) 864-3788 mcolburn@kenmorewa.gov

Boosters Contacts:

Anish Nanavati,
President
anish.nanavati@gmail.com
(206) 852-6232

NSD Contacts:

Heather Miller
Executive Director of High Schools
hmillier@nsd.org
(425) 408-7704



Collaboration Agreement

This Collaboration Agreement ("Agreement"), dated and effective as of July 1, 2025, is for the purpose of outlining the relationship between the Northshore School District ("NSD") and the IHS Crew Boosters, a Washington nonprofit corporation ("Boosters"). The parties acknowledge that Boosters plans to change its name. This agreement will initially be in place for the 2025-26 school year and will renew automatically every year thereafter unless terminated as below.

Boosters exclusively serve NSD high school team rowers ("Participants"), but Boosters is not affiliated with NSD. NSD makes available to Participants certain training and competition equipment. Boosters provides funding, organizational infrastructure and project management for the Participants' crew activities.

Therefore, in order to support students' desire for NSD to have a crew team, and in accordance with Board Policy and Procedure 2151, NSD and Boosters agree to the following:

I. Financial

1. Boosters will provide funds to NSD to cover the cost of the following items: (a) coaches' stipends (number of coaches to be determined by number of Participants), (b) USRowing Team "Plus" membership, (c) student transportation to regattas, if elected by boosters, and (d) licensing for vehicles owned by the Northshore School District, including boats and trailers. (Participants will be responsible for their own transportation to and from practices.) Funds required of Boosters in this Paragraph must be sufficient to cover in-season costs. (See Addendum A for estimated costs for the 2025-26 school year and for the annual schedule for deposits by Boosters (the "Payment

Schedule”).) All estimated costs must be deposited by Boosters in the designated high school's Crew Boosters ASB account according to the payment schedule and prior to any disbursements by NSD.

2. The District will determine in-season fees in consultation with Boosters prior to the start of each season using an estimate of the number of Participants expected to register. The Payment Schedule is established with the understanding that the number and identity of Participants may not be known prior to the start of any season and that Boosters' fundraising efforts will depend to some extent on funds contributed by the families of each season's Participants during that season.
 - a. NSD acknowledges that there are additional costs associated with participating in crew and understands that additional program costs will be paid for through registration fees and fundraising by the Boosters.
 - b. Annual club membership USRowing fees will be paid by NSD to USRowing by the deadlines specified by USRowing.
3. Crew coaches will be employed by and paid by NSD.
4. NSD will not incur any monetary gain nor loss from this Agreement.
 - a. Boosters and NSD will perform a reconciliation at the end of each fall and spring season. Any overpayment to NSD will be refunded by NSD to Boosters by the last day of January (for the fall season) and the last day of June (for the spring season) for each school year. Should there be additional fees for Nationals Regatta or other unexpected costs, Boosters will pay NSD directly within 30 days of the end of the season, as these additional fees are expected to be a minimal, non-material amount. If requested by Boosters, NSD will provide a mid-season reconciliation.
5. Participants will not be required to pay the athletic pay-to-play fee but will be required to purchase their school's ASB card.
6. Boosters acknowledge and agree that it has a plan to pay for students who qualify for House Bill 1660 and cannot afford to pay the fee to participate in crew. The Athletic Secretary of the designated NSD high school will inform Boosters whether there is an athlete that needs this support, consistent with applicable confidentiality requirements.

7. FinalForms (or any replacement system that may be adopted by NSD) must be used for students to register, for Athletic Directors to confirm athletic eligibility, and for confirmation that volunteer coaches have been approved through NSD's process.

II. Crew Team Coaches

1. Crew coaches will be employees of NSD during the fall and spring seasons, and must meet NSD standards and requirements, and be paid according to NSD practices.
2. Athletic directors and principals will oversee and approve the selection, hiring, continuation with NSD programs and/or recommendation of termination of coaches consistent with NSD policies, practices, and any applicable collective bargaining agreements. All personnel associated with non-WIAA sports must adhere to and conform to the rules that NSD has for all its personnel.
3. If additional coaches are needed beyond those hired by NSD, they will be volunteers. Volunteer coaches must follow the NSD volunteer requirements and apply to be a volunteer coach through the NSD approval process.
4. NSD-paid coaches (employees) are expected to use and check FinalForms to ensure student athletes are eligible to participate. Participants must have completed their insurance forms, have acquired a USRowing membership, have a valid swim test, have completed the necessary safety training, and have been cleared by their doctor for participation.
5. NSD-paid coaches (employees) are expected to confirm all volunteer coaches are reflected in FinalForms as NSD approved through the process outlined at <https://www.nsd.org/getinvolved/volunteer/become-a-volunteer>.
6. NSD will require that crew coaches (paid or volunteer) acknowledge that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1231(g), et seq., and the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, et seq. NSD will also require that coaches agree not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in

the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law.

III. Facilities

1. WIAA-sanctioned interscholastic sports will be given priority for use of NSD facilities. Non-WIAA sports will be given second priority for use of school facilities during the designated season. Consideration will be given to most efficiently use NSD facilities to maximize the number of participants across all sports.
2. The crew team, while under the supervision of NSD paid coaches, will be granted use of NSD facilities (e.g., erg rooms) during the spring and fall seasons for no charge.
3. NSD will not be responsible, financially or otherwise, for scheduling practices on non-NSD property. Such responsibility shall rest solely with Boosters.
4. Crew practices and competitions will be added to the official fields schedule and all applicable NSD high school sports schedules by each high school Athletic Director.
5. Coaches are responsible for providing crew practice schedules to the designated high school's Athletic Director prior to the last day of school (for the next fall season) and prior to the start of mid-Winter Break (for the next spring season). Competition schedules will be shared with the designated Athletic Director as soon as they are known.

IV. Equipment

1. All equipment purchased by Boosters will remain in the ownership of Boosters, but Boosters agrees to permit Participants to use said equipment during the fall and spring seasons and during any out-of-season practices, regattas, or other crew team-related practices.

V. MISCELLANEOUS PROVISIONS

1. The following is understood by both parties, and it is the responsibility of NSD to notify Participants of the following:
 - Participants are responsible for providing their own crew-appropriate clothing. Participants will be advised of what constitutes crew-appropriate clothing prior to the start of each season.

- Families are responsible for the purchase of an individual USRowing membership for each Participant which, as of April 1, 2025, is \$25 per rower for a new membership and \$20 for renewals.
 - Parents will complete the online athletic emergency information form to authorize procedures in case of the need for emergency treatment.
 - Students participating in interscholastic athletics and activities shall follow the conduct rules of the NSD Student Athletic Code. The student and parent will provide assurance and acknowledgement of their understanding of these regulations.
2. NSD will provide support and recognition to crew participants consistent with participants in WIAA sports including, but not limited to parking access, physical education course waivers, inclusion in the yearbook, National Letters of Intent Signing Day, and varsity letters.
 3. Boosters understand that if the crew team chooses to participate in competitions that require overnight travel during the high school season, it is an NSD activity and the team must follow NSD field trip procedures as outlined in 2320P, which requires the use of a 2320 F-3 Parent/Guardian Permission Form, nursing services and medication protocols, and administrator approval.
 4. This Agreement may be modified only by a written amendment executed by both parties.

VI. Mutual Hold Harmless

1. NSD shall defend, indemnify, and hold Boosters, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney fees, or claims for injury or damages arising out of the performance of NSD, but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the willful misconduct or negligence of NSD, its officers, agents or employees.
2. Boosters shall defend, indemnify and hold NSD, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney fees, or claims for injury or damages arising out of the performance of

Boosters, but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the willful misconduct or negligence of Boosters, its officers, agents or employees.

VII. Term and Termination

This Agreement becomes effective upon execution and signature of all parties. It will be effective for the term set forth in the first paragraph of this Agreement; provided that either party may terminate this Agreement by giving written notice to the other party at least 120 calendar days prior to the start of the next crew season (by April 25th for the fall season, by November 1st for the spring season).

Executed as of the date first above written.

NORTHSHORE SCHOOL DISTRICT

By JoLynn Berge

Printed name: JoLynn Berge

Title: Deputy Superintendent

IHS CREW BOOSTERS

By Anish Nanavati
Anish Nanavati (Jul 1, 2025 20:42 PDT)

Printed name: Anish Nanavati

Title: President

Addendum A

Estimated annual expenses to be paid by Boosters to NSD for 2025-2026:

Estimated Fall Expenses

USRowing Team "Plus" Membership	\$4,500	Annual fee typically paid in December
Coach Stipends	\$36,000	Based on 2 head coaches and 3 assistant coaches
Student Transportation	\$3,000	Buses to regattas

Estimated Spring Expenses

Coach Stipends	\$36,000	Based on 2 head coaches and 3 assistant coaches
Student Transportation	\$3,000	Buses to regattas

Payment Deadlines:

1. USRowing club membership fees: prior to Nov 30 each year
2. Transportation fees: per NSD Department of Transportation deadlines.
3. Coaches' stipends: For each fall season, 25% of the estimated stipends by June 15 and the balance by September 15; and for each spring season, 25% of the estimated stipends by January 15 and the balance by March 15.

Verification and Compliance:

1. The district administration will verify the availability of funds in the designated Crew ASB account by the specified deadlines.
2. Payments by NSD will only be processed after confirmation that all required funds are deposited and available.

Exceptions and Adjustments:

Any exceptions to these deadlines must be requested in writing and approved by NSD at least 30 days prior to the applicable deadline.

Non-Compliance:

Failure to meet the specified deadlines may result in delayed payments, cancellation of scheduled activities, or other administrative actions as deemed necessary by NSD.

Addendum B

For Fall 2025 Only:

1. The first installment of coaches' stipends will be delivered later than specified in the Addendum A payment deadline and at a date mutually agreed upon. Boosters propose August 15th.
2. The practice schedule for fall will be delivered as soon as possible. The contract details that practice schedules for fall should be delivered to the AD prior to the last day of school.

Contract No. 25-C3163

Final Audit Report

2025-08-13

Created:	2025-08-05
By:	Michelle Kang (mkang@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIg_hL-lwn3WkwcZ-n03wpltifTWH7mAO

"Contract No. 25-C3163" History

-  Document created by Michelle Kang (mkang@kenmorewa.gov)
2025-08-05 - 7:06:29 PM GMT
-  Document emailed to Stephanie Lucash (slucash@kenmorewa.gov) for signature
2025-08-05 - 7:06:35 PM GMT
-  Document emailed to Anish Nanavati (anish.nanavati@gmail.com) for signature
2025-08-05 - 7:06:35 PM GMT
-  Email viewed by Anish Nanavati (anish.nanavati@gmail.com)
2025-08-07 - 7:23:32 PM GMT
-  Document e-signed by Anish Nanavati (anish.nanavati@gmail.com)
Signature Date: 2025-08-07 - 7:27:17 PM GMT - Time Source: server
-  Email viewed by Stephanie Lucash (slucash@kenmorewa.gov)
2025-08-12 - 10:29:36 PM GMT
-  Email viewed by Stephanie Lucash (slucash@kenmorewa.gov)
2025-08-13 - 4:32:25 AM GMT
-  Document e-signed by Stephanie Lucash (slucash@kenmorewa.gov)
Signature Date: 2025-08-13 - 4:32:49 AM GMT - Time Source: server
-  Agreement completed.
2025-08-13 - 4:32:49 AM GMT

History of Council Meetings related to the Rhododendron Boathouse

- **7/28/25 City Council Meeting – Agreement with Inglemoor High School Boosters** Authorizing Contract 25-C3163 (Attachment 3) and agreement for recreation programming with the IHS Crew Boosters outlines the terms for continuing use of the Boathouse for the NSD high school rowing program, Northshore Crew. The agreement term is effective on 8/1/25 and will renew automatically every year. The City's right to impose an annual rent for use of the Boathouse authorized under this Agreement, commencing no sooner than July 1, 2026. [Link to Council agenda packet](#)
- **7/22/24 City Council Meeting – Lease agreement with Kenmore Community Rowing Club –** Authorizing Contract 24-C3071(Attachment 2) between the City and the KCRC outlining the terms for the use of the Rhododendron Park Public Boathouse to provide public recreation rowing programs from 7/22/24 to 12/31/28. The City's right to impose an annual rent for use of the Boathouse, commencing no sooner than 7/1/25. Meeting to discuss rent 90 days prior to imposition. The rent may be based on capital cost recovery, depreciation, maintenance costs, other costs. [Link to Council agenda packet](#)
- **6/24/24 City Council Meeting - NSD Lease Agreement for the Boathouse:** Authorization of a one-year lease Contract 24-C3068 through 6/30/25 between the City and NSD to continue the high school rowing program. This contract terminates the original lease. [Link to Council agenda packet](#)
- **4/17/23 City Council Meeting – Fundraising Update:** No funds raised. The George Pocock foundation withdrew their support of the committee in December 2022. Unlikely that any funds will be raised. [Link to Council agenda packet](#)
- **10/24/22 City Council Meeting – Fundraising Update:** No funds raised. Developing a capital campaign. The committee applied for a Dept of Commerce grant, but the application was disqualified as they did not have control of the boathouse. Exploring other grant opportunities.
- The lease with NSD stipulates that if the fundraising committee is not making substantial progress towards repaying the outstanding amount “that rent may need to be charged to tenants in future years.” Payment of rent could be credited towards the fundraising campaign. NSD maintains that the terms of the lease and their construction contribution of \$250,000 have met rent requirements. The KCRC's submitted a letter to council asked for a cessation of implementation of rent for four years. Considering other revenue sources such as allowing a concessionaire or facility rental would require amendment to the lease. The City could consider lowering the fundraising gap. The memorandum of intent signed by all parties in March of 2020 stated that the funding gap was \$340,000. Because of project cost overruns

that are of no fault of the tenants, the gap is now \$560,000. Lowering the gap would require new direction from Council and additional city funds. [Link to Council agenda packet](#)

- **7/25/22 City Council Meeting – Fundraising Update:** The fundraising committee identified several key stakeholders and critical committee roles. The committee is planning their first fundraising event scheduled for summer 2022 and is applying for appropriate grant opportunities with direction from the state and King County. [Link to Council agenda packet](#)
- **4/25/22 City Council Meeting – Fundraising Update:** The effects of the pandemic have been far-reaching on the philanthropic scene and so the fundraising campaign has been delayed, and the fundraising strategy is being reconfigured to address the current landscape more appropriately. [Link to Council agenda packet](#)
- **1/24/22 City Council Meeting – Budget and Fundraising Update:** The final budget gap increased by \$220k to a total of \$560k including \$30k utility costs; \$60k for change orders; and \$130k staff costs. Staff recommended that the \$220k budget gap be funded temporarily using Strategic Opportunity Funds on the condition that this amount plus the prior \$340,000 is raised by the boathouse fundraising committee and paid back to the City.
- The fundraising committee reformed and held its first meeting in January. No funds raised. [Link to Council agenda packet](#)
- **9/13/21 City Council Meeting – Budget and Fundraising Update:** The final budget gap increased by \$163K to a total of \$503k due to pandemic related delay costs including: \$30k utility costs; \$60k for change orders; and \$73k staff costs. Increased staff costs were related to project management including negotiating the final lease agreement with the Northshore School District and coordination of the boathouse management agreement. Staff recommended that the \$163k budget gap be funded temporarily using Strategic Opportunity Funds on the condition that this amount plus the original \$340k gap is raised by the boathouse fundraising committee and paid back to the City.
- The fundraising committee presentation noted the impacts of the pandemic, including putting the organization on hold, the challenges of fundraising almost double the amount and the need for more time to fundraise 5+ years. No funds raised. [Link to Council agenda packet](#)
- **3/16/20 City Council Meeting - Construction Contract Award and Fundraising Committee:** Council awarded the construction contract to the lowest bidder Gen Cap Construction for \$1,195,826. The Fundraising Committee included the George Pocock Rowing Foundation, Kenmore Rowing Club and Northshore School District Booster Club who submitted a Memorandum of Intent to raise \$340k by October 2021. [Link to Council agenda packet](#)

- **3/9/20 City Council Meeting - Direction on Construction Contract Award and Project Fundraising:** Council direction to award a contract to the lowest bidder \$1,195,826 (\$308,401 over engineers estimate) for the full project. Additional budget costs included project management and the total amount over budget was \$340k. The additional \$340k was funded from the Strategic Opportunity Fund with the intent that any funds raised would be paid back into the Strategic Opportunity Fund. [Link to Council agenda packet](#)

- **1/27/20 City Council Meeting - Authorizing Boathouse Lease with Northshore School District:** Motion authorizing the City Manager to execute Contract 20-C2133 between the City and Northshore School District for lease of the boathouse. NSD contributed \$250k towards tenant improvements. (Note: the lease was signed on 2/4/21 and started 7/1/21). Lease also required a separate Management Agreement signed 6/25/21. [Link to Council agenda packet](#)

- **10/7/19 City Council Meeting - Direction on Boathouse Fundraising:** 10/7/19 Council meeting, staff noted the estimated budget shortfall was estimated at \$85,965 based on the cost estimates and additional project management costs. Council direction was to not allocate any additional city funds but to fund the shortfall through fundraising by user groups.

- **10/7/19 City Council Meeting - Direction on Boathouse Bid Options:** Council direction to solicit bids for two boathouse construction options. Alternate 1 for the site work, foundation and building shell only (i.e. no mezzanine level, balcony area, stairs, lift, interior restroom, or boat racks) with a total construction cost engineers estimate of \$774,565.00. The engineers estimate for the base bid for the full boathouse, including all elements, \$887,425.00. [Link to Council agenda packet](#)

- **9/9/19 City Council Meeting - CIP Budget for the Boathouse:** The amended six-year CIP budget Ordinance 19-0497 for the years 2019-2024 for the boathouse included \$1,185,019. Prior year expenditures of \$56,800 gave a total project budget of \$1,245,018. [Link to Council agenda packet](#)

City Council Agenda Bill City of Kenmore, WA



Meeting Date: 7/20/2026

Subject/Topic:	Proposed Council Action/Motion:
Prop 1 Pro and Con Committee Appointments Department: City Manager's Office Prepared by: Michelle Kang Interim Assistant to the City Manager Attachments: 1. King County Local Voters' Pamphlet Packet 2. Applications submitted for the Pro Committee 3. Applications submitted for the Con Committee	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☒ Other: Appoint Appoint member(s) to serve on the Pro and Con Committees for City of Kenmore Proposition No. 1 Climate & Environment Stewardship, Affordable Housing, and Human Services Levy for the November 3, 2026 General Election.

Approvals:

Department Head TK 7/6/26 City Attorney DR 7/7/26 Finance Director N/A City Manager TK 7/6/26 Optional _____

Summary/Background:

At the June 15 Council Meeting, the City Council adopted [Ordinance No. 26-0644](#), putting Proposition 1 Climate & Environmental Stewardship, Affordable Housing, and Human Services Levy on the 2026 November 3 General Election ballot. That evening, City Manager Teri Killgore announced that as part of the ballot measure process, a Pro and Con Committee Application would be made available shortly for interested parties.

State law requires the City to formally appoint a committee to prepare arguments advocating voters' approval of the measure (Pro Committee) and a committee to prepare arguments advocating voters' rejection of the measure (Con Committee).

The application went live the morning of Tuesday, June 16 with a deadline of Monday, July 6 at 4:00 PM. The application was available at www.kenmorewa.gov/prop1 and hard copies were also available at the front desk of City Hall. The application was advertised multiple times through various outlets:

Tuesday, June 16	A listserv press release (Subscribers of City News, City Council Agenda, Climate Action Plan, or Diversity, Equity and Inclusion)
Thursday, June 18	The City's Top 4 e-news release
Monday, June 29	Social media posts on Facebook and Instagram
Tuesday, June 30	A listserv Kenmore Business News June newsletter (Subscribers of Business or Registered Businesses)

The King County Local Voters' Pamphlet Packet provides information and instructions for the Pro and Con Committees structure and responsibilities (Attachment 1).

The City is responsible for:

- Appointing no more than three members for each of the committees. The Council will be appointing the committee members at the July 20 Council meeting.
- Providing appointed committee members with the rules, procedures, and deadlines for submitting statements for the local voters' pamphlets. The Local Voter's Pamphlet Packet (Attachment 1) provides this information, and staff will provide it again to the appointed committee members.
- Filling out and submitting the Committee appointment form. Staff will submit to King County Elections prior to the August 4 deadline.

Each committee is responsible for:

- Reviewing the provided Local Voters' Pamphlet Packet for key deadlines and submission requirements.
- Submitting one statement and one rebuttal, if applicable, to King County Elections by the respective deadlines to be included in the Local Voters' Pamphlets for the November 2026 General Election.

The City received a total of 22 applications: 9 for the Pro Committee (Attachment 2) and 13 for the Con Committee (Attachment 3).

At tonight's Council meeting, from this pool of applicants, the City Council will appoint up to three members for the Pro committee and three members for the Con committee.

In reviewing the applications, the Council should be aware of the requirements to serve on the committees:

- Each committee member must reside in the City.
 - While being a registered voter is not a requirement to serve on a committee, King County Elections verifies residency using voter registration. If a committee member is not a registered voter, the member must complete a signed declaration of residency.
- Each committee member must commit to the side they have selected on their application to write a statement for, either in favor of (pro) or in opposition to (con) Prop 1.

Even though the Council may only appoint up to three members for each committee, the committees can have an unlimited number of people assisting them in preparing the statements for the voters' pamphlet.

To be compliant with state law, once the committee members are appointed, they will be independent from the City. It is each committee's responsibility to organize their own meetings and work products and meet their deadlines. There will not be meetings with Council nor City staff, except to answer factual questions. City resources that are not generally available to the public like printers, copiers, etc., will not be available for use by the committees.

Previous Council Action(s):

N/A

Fiscal Consideration:

N/A

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

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

Objective 1.1 Foster community engagement and inclusivity in decision-making.

Objective 4.1 Improve accessibility and inclusivity of communications across all channels.

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

1. Ensure financial sustainability through revenue enhancement and cost-cutting measures.
10. Broaden community engagement and fun.

King County Local Voters’ Pamphlet packet

Information for jurisdiction administrators

2026 election cycle

Who can participate?

King County automatically publishes a local voters’ pamphlet and all jurisdictions placing measures on the ballot are included.

The primary county accepts committee appointment forms, explanatory statements, and statements submitted by the pro and con committees.

Jurisdiction’s responsibilities

The jurisdiction placing a measure on the ballot must file a resolution or ordinance with King County Elections by 4:30 p.m. on the day of the deadline.

Jurisdictions are also responsible for the following:

- Coordinating with jurisdiction’s legal counsel to prepare an explanatory statement (250 word/5 paragraph limit).
- Appointing members to pro and con committees who are willing to write statements for the local voters’ pamphlet.
 - Committee members must reside in the district.
- Informing committees of the rules, procedures, and deadlines for submitting statements for the local voters’ pamphlet.
- Submitting all materials to King County Elections by 4:30 p.m. on the day of the deadline.
 - Resolution or ordinance
 - Ballot measure resolution cover sheet
 - Explanatory statement
 - Committee appointment form

King County Elections’ responsibilities

King County Elections will receive all materials from the jurisdiction as well as the pro and con committees.

Additionally we are responsible for the following:

- Sending a letter acknowledging receipt of the resolution or ordinance calling for an election.
- Following the deadline for pro and con statements, sending each to the opposing committee so rebuttals can be written.
- Sending finalized pamphlet to the printer for production and mailing.

King County is not responsible for the validity or accuracy of statements, arguments or rebuttals.

Pro/Con committees’ responsibilities

The pro and con committees will agree to submit statements in favor of and in opposition to the ballot measure for the local voters’ pamphlet.

Additionally they are responsible for the following:

- Submitting pro/con statement, following all guidelines, to King County Elections by 5:00 p.m. on the day of the deadline.
- Submitting rebuttal statement, following all guidelines, to King County Elections by 5:00 p.m. on the day of the deadline.

Need more information?

For more detailed information, consult the Jurisdiction Manual at kingcounty.gov/elections or contact Election Services at 206-296-1565 or election.services@kingcounty.gov.



Local voters’ pamphlet deadlines

Special elections

Election date	February 10	April 28
Pro/Con Committee Appointments	12/12/25	2/27/26
Explanatory Statement	12/12/25	2/27/26
Pro/Con Statement	12/16/25	3/3/26
Rebuttal Statement	12/18/25	3/5/26

Primary and general elections

Election date	August 4	November 3
Pro/Con Committee Appointments	5/1/26	8/4/26
Explanatory Statement	5/5/26	8/7/26
Pro/Con Statement	5/12/26	8/11/26
Rebuttal Statement	5/14/26	8/13/26

Note: A resolution requesting a local voters’ pamphlet is not required. Local voters’ pamphlets are automatically produced for all elections.

Pro and con committee appointment form

This form is to be completed by the jurisdiction administrator. The completed form must be submitted to King County Elections by 4:30 p.m. on the day of the deadline. If you have any questions on how to complete this form please contact Election Services at 206-296-1565.

Committee member names listed on this form will be published in the pamphlet following their statements. Contact information provided here will be used for communicating with the committee and verifying eligibility to serve on committee. Committee members provide contact information for publication, if any, when they submit their statement.

ballot measure information	name of jurisdiction/district	
	name of ballot measure (e.g., Proposition No. 1 or Levy Lid Lift)	
committee member information	Committee advocating approval (pro)	Committee advocating rejection (con)
	committee member name	committee member name
	phone number	phone number
	email address	email address
	residential address	residential address
	committee member name	committee member name
	phone number	phone number
	email address	email address
	residential address	residential address
	committee member name	committee member name
	phone number	phone number
	email address	mail address
submitter information	name of person submitting this form	
	title	
	phone number	date
new		

King County Local Voters’ Pamphlet packet

Information for pro and con committees

2026 election cycle

Who can participate?

Committees are formally appointed by a jurisdiction proposing a ballot measure. There is a limit of three members per committee but committees may seek advice of any person or persons. Each committee member must reside in the district.

If the jurisdiction fails to make committee appointments by the deadline, King County Elections has the authority to make such appointments.

If you would like to serve on a committee, contact the jurisdiction proposing the measure.

Pro and con committee statements

Arguments in favor of or in opposition to any ballot measure shall be filed with King County Elections no later than 5:00 p.m. on the day of the deadline.

Length and other specifications

Limitations on the length of committee arguments are based upon the space available within the pamphlet.

- Pro/con statements: 200 words/4 paragraphs
- Rebuttal statements: 75 words/2 paragraphs
- Space is limited, so formatting is very important. Format your statement as an essay; text must be written in paragraphs. Tables, lists and bullets are not allowed, and will be changed to a block paragraph with a semicolon to separate each item.
- Only use italics to emphasize specific words or statements. Bold, underline and all caps is not allowed. Words submitted with prohibited formatting will be changed to italics.

In the event of any question regarding length, the King County Elections Director’s decision shall be final.

Rebuttal statements

The day after the deadline to submit pro and con statements, King County Elections will email the opposing committee’s statement to all committee members.

Rebuttal statements are not required, however, it gives each committee an opportunity to write a few more words supporting their point of view.

Committee contact information

Only the names of the committee members (as submitted by the jurisdiction) are included in the pamphlet. Additionally, a phone number, email or website (as submitted by the committee) can be included. Government web and email addresses, such as those ended in .gov, may not be used. This information is in addition to the statement word limits. Committee members’ titles will not be included.

Submission of material

King County Elections prefers to receive statements submitted by email with a Word document attached. The submission of the initial statement must include a statement submission form. Statements can be submitted one of the following ways:

- Email* election.services@kingcounty.gov
- In person* King County Elections
- Mail* 919 SW Grady Way, Renton, WA 98057
- Fax* 206-296-0108

Review of statements

Prior to publication of the pro/con statements and rebuttal statements, King County Elections will email each committee a proof of their statements. Once they receive the proof, they can ensure there are no discrepancies between the proof copy and the information they submitted.

No changes to the originally submitted statements will be accepted and no new material will be accepted. The only changes that will be accepted are updates to the contact information section.

Need more information?

For more detailed information please contact Election Services at 206-296-1565 or election.services@kingcounty.gov.



Statement review deadlines

Election date	Special elections		Primary and general elections	
	February 10	April 28	August 4	November 3
Pro/con statements due	12/16/25	3/3/26	5/12/26	8/11/26
Rebuttal statements due	12/18/25	3/5/26	5/14/26	8/13/26
Proof emailed to committee	12/22/25	3/10/26	6/12/26	9/4/26
Response from committee due	12/24/25	3/12/26	6/15/26	9/8/26

Pro and con statement submission form

This form must be included with each committees' initial statement when it is submitted to King County Elections. If you have any questions on how to complete this form please contact Election Services at 206-296-1565.

Statements and submission forms can be submitted in the following ways:

Email election.services@kingcounty.gov	Mail or in person King County Elections 919 SW Grady Way Renton, WA 98057	Fax 206-296-0108
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ballot measure information	name of jurisdiction/district name of ballot measure (e.g., Proposition No. 1 or Levy Lid Lift)	
committee contact information for publication	This information will be published in the local voters' pamphlet and on our website at www.kingcounty.gov/elections. Committee members names, as submitted by the jurisdiction, will be listed following their statements. Committee members' titles will not be included. In addition, each committee may include <u>one</u> of the following so voters may contact them with any further questions: • an email address <i>or</i> • a website <i>or</i> • a phone number Government web and email addresses, such as those ended in .gov, may not be used. This listing of committee members and contact information is not included in the statement word counts. committee contact information (any <u>one</u> of the following: email address, website or phone number)	
statement submission	Which committee do you represent? ☐ Pro committee ☐ Con committee If you are submitting your statement separately from this form, how will you be submitting your statement? ☐ Email ☐ In person ☐ Mail ☐ Fax name of person submitting this form phone number	
for office use only		

Printed voters' pamphlet format

1. Ballot title

The language of the measure that will appear on the ballot.

This information is submitted by the jurisdiction and approved by the King County Prosecuting Attorney's Office.

2. Explanatory statement

A statement prepared or approved by the jurisdiction's legal counsel.

The explanatory statement describes the effect of the measure if passed into law.

Note: King County is not responsible for the validity or accuracy of statements, arguments or rebuttals. Statements do not represent the position of the county on any ballot measure.

Submissions will not be proofed for any errors in spelling, punctuation or syntax.

80

City of Tukwila

King County Elections does not correct punctuation, grammar, or fact check candidate and measure statements.

1

Proposition No. 1

City of Tukwila Seeks Voter Approval to Annex into the Puget Sound Regional Fire Authority to Maintain Current Fire and EMS Services

Should the City of Tukwila be annexed into and be a part of the Puget Sound Regional Fire Authority to maintain current fire and emergency medical service levels, effective January 1, 2024, per City of Tukwila Council Resolution No. 2070?

Yes

No

The complete text of this measure is available at the Elections Office or online at kingcounty.gov/elections.

!

You will be voting
Yes or No
on Proposition No.1

Requirement passage: simple majority (RCW 52.26.300)

2

Explanatory statement

Tukwila Resolution No. 2070 seeks voter approval to annex the City of Tukwila into the Puget Sound Regional Fire Authority ("PSRFA"). Previously, the City's Fire Department provided fire protection and emergency medical services ("EMS") to the City of Tukwila. On January 1, 2023, PSRFA began providing fire protection and EMS to the City, pursuant to an interlocal agreement. The Tukwila City Council has determined that annexing into, and being a part of, the PSRFA will ensure the long-term sustainability of funding to maintain the current fire protection and EMS service levels.

PSRFA currently serves the cities of Kent, Covington, SeaTac, and Maple Valley, as well as unincorporated areas of King County Fire District No. 37 and King County Fire District No. 43.

If this annexation is approved, City representatives will be on the Governing Board of the PSRFA, and the PSRFA will continue to provide fire and EMS services to the City.

If this annexation is rejected, the City must seek a second annexation vote. If a second annexation vote fails, the City would need to negotiate a new agreement with PSRFA or another agency, or reconstitute the City Fire Department.

More information is available at www.pugetsoundfire.org.

For questions about this measure, contact:

Kari Sand
City Attorney
(206) 447-2250
Kari.Sand@TukwilaWa.gov

Printed voters' pamphlet format

3. Statement in favor

An argument advocating voters' approval of the measure.

This statement is submitted by the committee favoring the measure (pro committee).

4. Statement in opposition

An argument advocating voters' rejection of the measure.

This statement is submitted by the committee opposing the measure (con committee).

5. Rebuttal of statement in opposition

A response to the statement in opposition.

This statement is submitted by the committee favoring the measure (pro committee) after having the opportunity to review the statement in opposition.

6. Rebuttal of statement in favor

A response to the statement in favor.

This statement is submitted by the committee opposing the measure (con committee) after having the opportunity to review the statement in favor.

7. Submitted by

This area lists the names of all committee members as submitted by the jurisdiction (maximum of three). Additionally, committees can include one of the following: email address, website or phone number. This section is not included in the allowable word limits for statements.

City of Tukwila		King County Elections does not correct punctuation, grammar, or fact check candidate and measure statements.	81
3	7	Statement in favor Verna Seal, Jovita McConnell, Sally Blake IAFF1747.org/tukwila	Statement in opposition Peggy Ives McCarthy, Diane Myers, Sharon Mann www.TukwilaWatch.org
		Annexation is the final step in securing fire services for our city. Annexation maintains the enhanced services we currently enjoy with the RFA, creates fair, and equitable governance, and establishes a stable funding model to sustain fire services. A Committee of residents, business leaders, and non-profit leaders studied this issue over the last two years. The Committee, Mayor, City Councilmembers, and your fire fighter's recommendation is to vote Yes to annexation. <i>Now is the time.</i> The Regional Fire Authority (RFA) provides more services than the former city fire department. Voting Yes maintains these services of enhanced fire marshal services, community relations/Public Education, and a full time Nurse and mental health CARES unit. <i>We gain services.</i> We currently have a single non-voting "advisory" member on the RFA Board. Voting Yes allows the city to appoint three Tukwila city council voting members to a nine-member decision making voting RFA Board. <i>We gain a voice.</i> With annexation, Fire services would be removed from the constant competition for funding from the city budget. Using property taxes and a Fire Benefit Charge allows the costs of fire services to be properly allocated to the users of those services. <i>Vote Yes on Proposition 1.</i>	Why pay new taxes, lose control of our fire stations, and subsidize other cities - for nothing in return? Annexation is a mistake. It's not about maintaining fire/EMS services - these will continue through contract with PSRFA - it's about shifting costs from the city's budget to the community through new taxes. Renters and those with limited incomes, including seniors, are hit hardest. Taxes increase as much as 32% for single-family homes - \$400 for a \$500,000 house - and up to 87% for apartments, almost three times more - <i>with no increase in fire/EMS services.</i> Tukwila will pay more than its share. The city pays PSRFA \$12 million now for fire/EMS services. If annexed, property owners will pay \$16 million - benefiting PSRFA by millions. Taxes will grow - 7% historically - no voter approval required. Tukwila loses decision-making power, ending accountability. Fire stations may close, services cut, response times lengthened - at PSRFA's discretion with no recourse for Tukwila. All fire stations transfer to PSRFA for \$1 each - even with 16 years remaining of voter-paid bond debt. <i>Vote No.</i> Keep Tukwila money in Tukwila, decision-making local, and our community free of new taxes. Protect those least able to pay.
5		Rebuttal of statement in opposition Annexation is not a new tax, and most voters will pay less for fire services. The <i>Con</i> statement misrepresents the numbers and is full of scare tactics, not facts. This is about sharing resources, getting the best services for our community, and financial sustainability. Annexation provides meaningful control of fire services, staffing is set to increase, and no stations will be closed. Together we're providing superior fire services at a lower cost. <i>Vote Yes!</i>	Rebuttal of statement in favor No gain in services with annexation. Enhanced services already being received through the contract e.g. Cares unit - <i>with no new taxes.</i> Other cities chose to contract not annex. Why? Annexation, we lose local control; 3/9 votes can't determine outcomes - as does the contract. PSRFA decides what we need - closing stations? Community pays the \$77M bond, PSRFA owns the stations. A committee of 12 - underinformed/misinformed with inaccurate/incomplete data recommended annexation. <i>Vote No!</i>

Note: King County is not responsible for the validity or accuracy of statements, arguments or rebuttals. Statements do not represent the position of the county on any ballot measure.

Submissions will not be proofed for any errors in spelling, punctuation or syntax.

1. Full Name

Corina Pfeil, Former Kenmore Councilmember

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028-2645

5. Which committee are you interested in serving? (Select one)

PRO committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

This is an important issue for kenmore's future. Our community has come to expect services considered to be essential like Housing and Human Services; Environmental Sustainability & climate change. I have served on several pro-committees on initiatives & ballot measures as part of a team effort, approved by voters: ie. 2 fire propositions, the Regional Fire Merger; & NSD Capital Bond Planning Committee. My experience: public policy, gov. & Public Health. It would be an honor to be considered.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Edouard Lassalle

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

PRO committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

Proper funding on critical infrastructure and needs is a key component of a successful city and city vision and I would be honored to help explain those needs for a most important proposition

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Fen Regelein

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028-1920

5. Which committee are you interested in serving? (Select one)

PRO committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I'm applying because even as an impacted homeowner, I know that if we do not take immediate, aggressive action to support climate resilience, Kenmore will not be a pleasant place to live. It will impact more than just our property values, but the health of the ecosystem for generations to come. Funding the CAP is the long overdue right thing to do.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Jack Jensen

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

PRO committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I believe in what we are doing on a grassroots level to mitigate climate impacts. Being able to continue helping our community in continuing this is important to me personally. That's my main focus. But I also believe in the power of helping our fellow neighbors through affordable housing and human services. I strongly believe in the power of positively shaping community through service. When we show up for each other and the environment in which we live, we create a space for all to thrive.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Juliana Pooley

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028-4813

5. Which committee are you interested in serving? (Select one)

PRO committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I care deeply about Housing & Human Services in Kenmore. I want Kenmore to be a community where every resident can work, live and thrive. During these tumultuous economic times it's especially important for cities to take care of their vulnerable residents. I worry about the environmental crises that disproportionately hurt our marginalized neighbors. I would be an asset to this committee because my Master's degree, DEIA volunteering, and career are all centered on housing and human services.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Mariana Lassalle

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

PRO committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

As a member of Kenmore's climate action advisory committee, I believe that climate action and environmental stewardship should be at the center of all of the city's actions. I believe that prop 1 would deliver positive outcomes for our city in that context.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Mariel Mehdipour

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

PRO committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

Budgets are reflections of a community's values. As a city, we all have an important role to play in ensuring that the most vulnerable amongst us have connections to supports (human services and affordable housing) as well as mitigating the challenges that stem from climate change. Being good stewards of public resources includes focusing on long-term benefits and not just the short term. I welcome and appreciate the opportunity to support in this critical endeavor.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.



Proposition 1

PRO or CON Committee Appointment Application

Deadline: 4:00 PM Monday, July 6, 2026

Please print or type your responses.

Name: Steve Yoder

Phone: _____

Address: _____

Kenmore, WA
98028

Email: _____

Which committee are you interested in serving (select one): ☒ PRO

☐ CON

Are you a resident of the City of Kenmore?

☒ YES

☐ NO

Are you a registered voter?

☒ YES

☐ NO

Please tell us, in a short paragraph, why you are seeking appointment to this committee for the Proposition 1 ballot measure. For more information about Proposition 1, please visit kenmorewa.gov/prop1.

I am eager to contribute my voice to help ensure that Kenmore remains a welcoming and forward-thinking place to live. I am supporting a "Pro" position on this ballot measure to help our city fund ongoing improvements. Inflation has outpaced budgets in all of our expenses both personal and in our municipalities. This small increase will help Kenmore continue to move forward with the next steps in protecting our environment and supporting affordable housing and services.

Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. **The rest of your application will be made public.** Please sign below to indicate you understand.

Steve Yoder
Signature

Please email a completed application to mkang@kenmorewa.gov or deliver to the Front Desk of Kenmore City Hall at 18120 68th Avenue NE, Kenmore, Washington 98028.

The Kenmore City Council is scheduled to appoint up to three (3) committee members to each committee at the July 20 City Council Meeting.

1. Full Name

Tracy Banaszynski

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

PRO committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I seek appointment to the PRO committee, because climate and environmental stewardship, affordable housing, and human services are foundational to our resilience and we do not have the resources to address them. Our Climate Action Plan is not fully funded. We need public resources to build the affordable housing units we know save lives. Staff need funding to complete and implement a deferred Human Services Strategic Plan. I look forward to building community support for Prop 1. Thank you!

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Alun Jones

2. Phone

3. Email

4. Full Address

Kenmore 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

Lived here since 1998. Taxes are out of control. City needs to evaluate and re-prioritize how they arbitrarily spend tax payer dollars. Another tax is absolutely ridiculous, especially when the money is wasted on politically favored idealism

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Dale Walker

2. Phone

3. Email

4. Full Address

KENMORE, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I have been a resident since 1973. I am a United States Navy veteran, a volunteer firefighter for King County Fire District 16 (Kenmore, now Shoreline) for 15 years, and a retired insurance executive. During my insurance career, part of my responsibilities included drafting and editing detailed policy documentation. I would like to serve on this committee in order to explain why I believe the proposed tax increase is not practical or responsible.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Dave Postetter

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I'm seeking appointment to the Con committee to help ensure voters receive a clear, factual summary of concerns about Proposition 1. As an engaged Kenmore resident who follows city spending, capital projects, and levy planning, I want to contribute a concise explanation of the measure's fiscal impacts so residents can evaluate it with full information.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Geoffrey Chism

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I have lived in Kenmore for over 40 years and believe I have a good grasp on City finances. My past communications to the City and my many substantive posts to Kenmore Neighbors show that I do my homework, stick to the facts, and clearly define the issue. I think I can do as good a job as anyone in fairly and succinctly explaining to potential voters how Prop 1 fits into the bigger picture and isn't the best tool to fix the budget problem the City is facing.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

John Hendrickson

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

With my accounting background and eight years experience serving on the Kenmore City Council I have extensive knowledge of the City's financial history and challenges that will help the public make an informed decision.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Laurie Sperry

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I am volunteering for the CON committee to help with writing the voter's statement. I believe that as a former councilmember I can contribute a deep understanding of the municipal budget and levy process. I like the challenge of communicating complex concepts in a way that an average voter can understand. Also, as a 30 plus year resident and homeowner, I'm acutely aware of the burden and frankly the pain of paying higher property taxes each year. Thank you for considering my application.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Mark Prince

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I want to make sure that someone is speaking for the residents of Kenmore, the city must first demonstrate real cost savings before imposing a permanent levy to its residents. Rising costs affect every resident and households are having to cutback and tight their spending belts, a \$385,000 reduction in city spending is not meaningful belt-tightening when the city's biennial budget is well over \$110 million, that's less than 0.3% - that is not a serious attempt to reduce spending.

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I understand.

1. Full Name

Michael Birmingham

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

As a Kenmore property owner, I want to ensure our community has a balanced voter pamphlet that addresses the long-term financial impacts of this proposition. While the city faces a structural deficit, raising the levy rate while locking in an aggressive 6% annual increase through 2032 places an unfair, compounding burden on homeowners. This measure shifts funding toward broad, non-essential programs that duplicate county services instead of forcing necessary fiscal discipline at City Hall.

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I understand.

1. Full Name

michael vanderlinde

2. Phone

3. Email

4. Full Address

kenmore, wa 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I am a long-time supporter of the individual components of the proposed lift levy. BUT. I am concerned that the proposal is too broad and does not provide sufficient control over specific fund allocations. Consequently, voters who favor one or several but not all of the components proposed for funding will vote no and proposal will fail. I would bring this prospective to the committee and work to create a passable Proposition. Thank you for your consideration.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Nathan MacDonald

2. Phone

3. Email

4. Full Address

Kenmore, WA 980208

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I believe I am well-qualified to articulate the reasons against this measure. I am a former candidate for City Council and have interacted with many Kenmore residents who also oppose additional taxes.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Tiffany Stilwater

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I am interested in this committee as I believe greater transparency is required as to where and how exactly the proposed Proposition 1 funds will be used. For example, the city will provide funding to A Regional Coalition for Housing for low to moderate income households. Low to moderate households has not been defined. I am concerned with the way the city has been managing this aspect of housing development. As it would seem zoning changes have resulted in housing that is \$900k++.

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I understand.

1. Full Name

Vasily Khudyakov

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I've been Kenmore resident for 14 years. City used to have healthy balanced budget. Recent years things did change a lot and I think it is time to stop closing the budget gaps by adding more taxes.

9. Your application will be included in an upcoming City Council Meeting agenda packet when the Council appoints committee members. Staff will redact your phone number, email, and street address in the packet materials. THE REST OF YOUR APPLICATION WILL BE MADE PUBLIC.

I understand.

1. Full Name

Vincent Keane

2. Phone

3. Email

4. Full Address

Kenmore, WA 98028

5. Which committee are you interested in serving? (Select one)

CON committee

6. Are you a resident of the City of Kenmore?

Yes

7. Are you a registered voter?

Yes

8. Please tell us, in a short paragraph (500 character limit), why you are seeking appointment to this committee for the Proposition 1 levy lid lift ballot measure. (For more information on Proposition 1, please visit kenmorewa.gov/prop1)

I am a reasonable resident when it comes to funding municipal services. I was on the Walkways and Waterways committee and served on the financial sustainability taskforce. But the financial system in Washington state is broken and these structural issues need to be addressed at the state level. In addition the initiatives outlined for this tax increase would be more efficiently addressed by a larger population than we have in Kenmore.

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I understand.

CITY OF KENMORE

PROPOSITION NO. 1

Pro AND Con COMMITTEE APPOINTMENTS

JULY 20, 2026



AGENDA

- TIMELINE
- CITY'S RESPONSIBILITIES
- COMMITTEES' RESPONSIBILITIES
- REMINDERS
- COUNCIL APPOINTMENTS



TIMELINE AND DEADLINES

- June 15 Adopt Ordinance No. 26-
 - June 16 Applications Opened
 - Advertised four times, various outlets
 - July 6 Applications Closed
 - July 20 TONIGHT: Council Appointments
-
- August 4 Committee Appointment Form to King County Elections
 - August 11 Pro and Con Statements Due to King County Elections
 - August 13 Rebuttal Statements Due to King County Elections
 - November 3 General Election

CITY'S RESPONSIBILITIES

- Open Applications
- Appoint up to three members to each committee
- Inform committees of rules, procedures, and deadlines
 - (Attachment 1 of Agenda Bill)
- Submit to King County Elections: Committee Appointment Form

COMMITTEES' RESPONSIBILITIES

- Provide the City with correct information for the Committee Appointment Form
- Submit statement, following all guidelines, by deadline
 - (Guidelines on Attachment 1 of Agenda Bill)
- Submit rebuttal, following all guidelines, by deadline

Committees can have an unlimited number of people assisting them

REMINDERS

Once committee members are appointed, they will be independent from the City. It is each committee's responsibility to organize their own meetings and work products to meet their deadlines.

City Staff are available to answer factual questions.

COUNCIL APPOINTMENTS



THANK YOU

MICHELLE KANG
INTERIM ASSISTANT TO THE CITY MANAGER
MKANG@KENMOREWA.GOV





Subject/Topic:	Proposed Council Action/Motion:
Temporary Homeless Shelters Department: Development Services Prepared by: Reilly Rosbotham Planner Attachments: - Attachment 1: Ordinance No. 25-0626 - Attachment 2: Exhibit A to Ordinance No. 25-0626: Amendments to Chapter 18.100 of the Kenmore Municipal Code.	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Motion to Adopt Ordinance No. 25-0626, relating to easing restrictions on temporary homeless shelters. Amending Chapter 18.100 of the Kenmore Municipal Code and establishing an effective date.

Approvals:

Department		City		Finance		Acting		HHS
Head	SL 6/2/26	Attorney	DR 6/9/26	Director	MM 6/9/26	City	7/8/26	Manager:
				Manager				

Summary/Background:

The State of Washington recognizes that individuals living in temporary settings are especially vulnerable and often lack access to the services available to those in stable housing. Hosted outdoor encampments can serve as a bridge to support services, improved health, financial stability, and permanent housing (Engrossed Substitute House Bill 1754, Section 1).

To align with state law (RCW 35A.21.360), the City of Kenmore ("City") is proposing updates to Chapter 18.100 of the Kenmore Municipal Code (KMC), as outlined in Exhibit A. These changes aim to increase flexibility for temporary homeless shelters and severe-weather low-barrier shelters, remove regulatory inconsistencies, and simplify the application process.

These changes align with the STEP housing amendments. Temporary homeless shelters included in these amendments are considered a subset of the "Emergency Shelter" housing type, which is the "S" in STEP housing. Permanent shelters and indoor temporary shelters that are permitted by the underlying zone will be subject to the STEP regulations in Chapter 18.77 KMC. Temporary outdoor shelters and temporary shelters that are not permitted by the underlying zone will be subject to the standards amended under this ordinance in KMC 18.100.200 and 18.100.210. The standards for permanent emergency shelter are addressed in depth in the STEP housing amendments.

State Law Context

In 2020, the Washington State Legislature amended RCW 35A.21.360, limiting how cities may regulate homeless shelters hosted by religious organizations. Kenmore code must be consistent with certain provisions of the new code, while it is exempt from certain other provisions. Some key changes include:

- Cities may not restrict outdoor encampments hosted by religious organizations to fewer than six months per calendar year. (Exempt)
- Cities may not limit the number of concurrent religious encampments. (Exempt)
- Religious sponsoring organizations retain the authority to allow sex offenders to remain on the property. (Not exempt)

Incorporating previous Council direction and ensuring alignment with State law, the following updates are proposed:

Proposed Changes to Temporary Shelters (KMC 18.100.200)

- Extend maximum duration of temporary outdoor shelters from 125 days to 6 months
- Remove the city-wide one-shelter-per-year limit
- Require three months separation between shelters on the same site
- Allow simultaneous shelters if at least 1,000 feet apart
- Simplify the application and public notice process
- Remove the prohibition on sex offenders, while retaining the background check requirement
- Allow City staff to present shelter status updates to City Council

Proposed Changes to Severe-Weather Low-Barrier Shelters (KMC 18.100.210)

- Expand shelter operations to all severe weather events, not just cold weather, per King County Regional Homelessness Authority (KCRHA) definitions
- Allow shelters to apply for a 12-month permit, enabling activation during qualifying severe weather events with 24-hour notice
- Remove background check requirements for shelter guests
- Allow shelters to operate day and night, if needed
- Allow simultaneous shelters if at least 1,000 feet apart

Previous Council Action(s):

- Ord. 23-0580 § 5 – Adopted July 24, 2023
- Ord. 18-0466 – Adopted October 15, 2018

Fiscal Consideration:

None. The proposed changes do not create new City expenditures.

City Council Priorities or Budget Objective Being Addressed:

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

- City Council Priority #8: Continue to implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, including social justice reform.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 25-0626**

**AN ORDINANCE OF THE CITY OF KENMMORE, WASHINGTON, AMENDING
CHAPTER 18.100 OF THE KENMORE MUNICIPAL CODE TO ALLOW
GREATER FLEXIBILITY FOR TEMPORARY HOMELESS SHELTERS
CONSISTENT WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Washington Growth Management Act (GMA) requires fully planning local governments to plan for and accommodate housing affordable to all income levels, and all cities and counties planning under the GMA must update their comprehensive plans and development regulations according to the schedule in RCW 36.70A.130; and

WHEREAS, all fully planning jurisdictions must document sufficient land capacity for emergency housing, emergency shelters, and permanent supportive housing. (RCW 36.70A.070(2)(c)); and

WHEREAS, the Washington State Legislature amended RCW 35A.21.360, which limits the ability of local jurisdictions to regulate hosting of the homeless by religious organizations; and

WHEREAS, pursuant to RCW 35A.21.360, the City desires to amend Chapter 18.100 KMC, as set forth in Exhibit A (Temporary Homeless Shelter Amendments) to comply with state law; and

WHEREAS, the City Council's second highest priority from 2025 to 2026 is to "preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness"; and

WHEREAS, the City Council's eighth highest priority from 2025 to 2026 is to "continue to implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, including social justice reform"; and

WHEREAS, the proposed amendments set forth in Exhibit A increase the allowed duration, number, and ease of applications for temporary homeless shelters; and

WHEREAS, on June 23, 2025 the City's SEPA Responsible Official issued a threshold determination on nonsignificance for the Temporary Homeless Shelter Amendments, and the City received no comments relating to the same; and

WHEREAS, pursuant to RCW 36.70A.106, the City notified Commerce of the proposed Temporary Homeless Shelter Amendments; and

WHEREAS, on July 28, 2025, the City Council held an informational discussion on the proposed Temporary Homeless Shelter Amendments, and duly considered the same; and

WHEREAS, on October 13, 2025, the City Council held a public hearing on the proposed Temporary Homeless Shelter Amendments, and duly considered the same; and

WHEREAS, the City Council desires to meet the mandates of state law and to adopt the proposed Temporary Homeless Shelter Amendments in compliance with RCW 35A.21.360; and

WHEREAS, the City Council finds that the Temporary Homeless Shelter Amendments meet the decision criteria of KMC 19.20.090.A and .C; and

WHEREAS, the City Council finds that the proposed Temporary Homeless Shelter Amendments will benefit the public health and welfare of its residents;

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

Section 1. Recitals. The recitals set forth above are incorporated herein as findings in support of this Ordinance.

Section 2. Amendment. The City Council amends Chapter 18.100 of the Kenmore Municipal Code as set forth in Exhibit A, attached hereto and incorporated by reference as if set forth in full.

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

Section 4. Effective Date. This ordinance shall be published in the City's newspaper of record, 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 22ND DAY OF JUNE, 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.: 25-0626
DATE OF PUBLICATION:
EFFECTIVE DATE:

EXHIBIT A TO ORDINANCE 25-0626

I. KMC 18.100.200 is amended to read as follows:

18.100.200 Indoor and outdoor temporary homeless shelters.

A. This section regulates indoor and outdoor temporary homeless shelters, which include temporary homeless encampments (“tent cities”) and temporary homeless indoor shelters, but exclude ~~cold severe~~-weather low-barrier shelters, which are regulated by KMC [18.100.210](#). **Indoor and outdoor temporary homeless shelters are a type of emergency shelter in which the duration of the shelter use is temporary.**

B. In recognition of the need for temporary housing for homeless persons, the purpose of this section is to allow sponsoring religious, nonprofit, and governmental organizations (hereafter, “sponsoring organizations”) to use property owned or controlled by them for indoor and outdoor temporary homeless shelters (hereafter, “temporary homeless shelters” or “shelters”), while preventing harmful effects associated with such **uses**, including but not limited to the possibility of impediments to emergency services, the possibility of environmental degradation, the use of improper sanitary facilities, and the possibility of any other factors that would be considered a nuisance under applicable laws. An outdoor temporary homeless shelter shall include all land and buildings that are used for the shelter, and an indoor temporary homeless shelter shall include all buildings and outdoor areas that are used for the shelter (hereafter, “shelter site”).

C. Temporary homeless shelters may be permitted in accordance with the following procedures, requirements and standards, which shall apply instead of KMC [18.100.120](#) through [18.100.140](#):

1. The **city manager** is authorized to issue temporary use permits for shelters only upon demonstration by the sponsoring organization that all public health and safety requirements of this section have been satisfied or adequately addressed. The **city manager** may administratively adjust such requirements upon entry of findings and conclusions to support the adjustment. ~~The city manager may terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or disorderly or disorganized activities that adversely impact the safety, health, and welfare of the neighborhood adjacent to the shelter site.~~

2. An application for a temporary homeless shelter shall include the following:

- a. The dates of the start and termination of the shelter;
- b. The maximum number of residents proposed;
- c. The location, including parcel number(s) and address(es);
- d. The name(s) of the sponsoring organization(s);
- e. A proposed plan regarding self-management;

f. A site plan, which shall:

(1) Show components of the shelter, including but not limited to: dwelling, eating, living, potable water, sanitary, solid waste, and administrative facilities and areas; entry and exit points; pathways; parking areas; and access routes for emergency services; and

(2) Demonstrate compliance with all safety and health requirements of this section, as applicable;

g. A transportation plan, which shall detail the plan for the pick-up and delivery of residents, if any, and include the walking routes from nearby transit stops to the shelter, and provisions for public transit tickets for residents, if any; and

h. A code of conduct, which shall at a minimum:

(1) Require residents to agree to the code prior to being permitted to dwell on site; and

(2) Prohibit drugs, alcohol, weapons, and open flames; prohibit violent behavior and loitering in the area surrounding the site; and establish and require observance to quiet hours.

3. A temporary homeless shelter must meet or the sponsoring organization must implement all of the following health and safety standards:

a. Have a maximum of 50 residents, which the *city manager* may reduce due to property and shelter conditions or considerations.

b. For outdoor shelters, have a total site area of at least 150 square feet per resident.

c. Have a maximum duration of *six (6) consecutive months* ~~125 consecutive days~~.

d. At approximately the 60-day mark, file a report with the *city manager* using forms provided by the *city manager*. The sponsoring organization and/or the *city manager* shall ~~that contains topics, data and information required by the city manager, and thereafter~~ summarize the report at a city council meeting.

e. Enclose outdoor shelters on all sides with a minimum six-foot-tall, sight-obscuring *fence*; provided, that if the shelter cannot be viewed by a person standing on the ground of or looking out of the window of a building on an abutting property, the *fence* does not need to be constructed along such abutting property.

f. Use existing permanent *structures* and not construct new permanent *structures*.

g. At all times, have a point of contact who can be reached by phone.

h. Prohibit overnight stays by children under the age of 18, unless accompanied by a parent or guardian.

i. Before admitting a potential resident, contact the King County sheriff's communications center, or other agency or office approved by the **City**, to determine whether the potential resident is registered as a sex offender or has an active warrant. If the potential resident **is a registered sex offender or** has an active warrant, prohibit admission to the shelter.

j. Provide adequate sanitary facilities and satisfy all applicable public health requirements.

k. Allow inspections by **City** and King County health, fire, and police **departments** at any reasonable time and without notice.

l. Provide a minimum of two off-street **parking spaces** per 25 residents, except for an indoor shelter with a fluctuating number of residents, which shall require a minimum of four off-street **parking spaces**. **Not A temporary homeless shelter shall not** displace any required parking for the principal/existing **use** on the property. **as a result of the shelter.**

m. Restrict smoking to a designated smoking area, which must be a minimum of 25 feet from adjacent properties.

n. Observe quiet hours in accordance with KMC [8.05.025](#).

o. Be a minimum of 1,000 feet from any other temporary shelter or severe-weather shelter.

4. The sponsoring organization applicant shall accomplish the following:

a. A minimum of 30 days before submittal of the application, mail a notice by first class mail to owners, residents, and tenants of all property within 1,000 feet of the shelter site. The notice at a minimum shall inform these persons of the proposed duration and operation of the shelter, the applicable standards and requirements of this section, the provisions of the proposed code of conduct, and the mechanisms for obtaining information regarding shelters in general and the proposed shelter in particular. At least two business days before mailing the notice, the sponsoring organization shall submit a copy of the draft notice to the city manager.

b. Hold an informational meeting before the city manager's decision on the application. A minimum of 14 calendar days before the city manager's decision on the application, the City of Kenmore shall mail notice by first class mail to owners, residents, and tenants of all property within 1,000 feet of the subject property, advising them of the date, time, and location of a public informational meeting hosted by the sponsoring organization. At the meeting, the sponsoring organization shall inform the attendees of the proposed duration and operation of the shelter,

conditions that will likely be placed on the operation of the shelter, and provisions of the code of conduct, and shall answer questions regarding the proposed shelter.

5. A minimum of 14 calendar days before the city manager's decision on the application, the City shall update the City's website with the date of the application, shelter location, and proposed duration and operation of the shelter.

4. The sponsoring organization/*applicant* shall:

a. Submit a complete temporary use permit application to the *City* no fewer than 90 calendar days prior to the proposed opening date of the shelter.

b. Host an informational public meeting to present details about the proposed temporary use and respond to community questions.

c. Prepare a public notice for the informational public meeting. At a minimum, the notice shall include:

(1) The time, place, and purpose of the meeting;

(2) The proposed duration and operational details of the shelter;

(3) The name of the sponsoring organization and their website, if available, for those seeking additional information;

(5) The provisions of the proposed code of conduct—or, if extensive, a summary along with details on where the full code of conduct can be accessed (e.g., a website link); and

(6) Any other relevant operational information.

d. Provide the draft notice to the city legislative authority at least ninety-six hours prior to the scheduled public meeting. The *City* will provide community notice of the meeting, by:

(1) Posting the notice on the *City* website; and

(2) Prominently displaying the notice at the meeting site.

5. The *city manager* is authorized to terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or activities that adversely impact the safety, health, and welfare of the occupants and/or neighbors adjacent to the shelter site. To terminate a permit, the *city manager* will provide notice of termination to the sponsoring organization/*applicant* and the property owner of the host site by first class mail. A minimum of 21 days after the *city*

manager mails the notice, the shelter use shall be discontinued. If the shelter use continues after 21 days following notice of termination, it is a violation subject to the enforcement, penalty, and abatement provisions of Chapter [1.20 KMC](#).

6. Whenever any use or activity at a temporary homeless shelter in violation of this code immediately threatens the health and safety of the occupants of the premises or any member of the public, the City may issue an emergency order pursuant to Section [1.20.250 KMC](#).

D. The following conditions shall apply to all temporary homeless shelters:

~~1. Only one indoor or outdoor temporary shelter shall operate in the City per calendar year.~~

~~a. The City will accept notices of intent to file an application for a temporary shelter during the month of October.~~

~~b. The notice of intent must be for operation of a temporary shelter in the subsequent calendar year only.~~

~~c. If more than one letter of intent is filed during the month of October, the city council must rank all potential applicants during the first two weeks of November, after determining a ranking procedure and considering a report from the city manager.~~

~~d. The potential applicant with the highest ranking must file a complete application and pay all applicable fees on or before December 30th.~~

~~e. If the potential applicant with the highest ranking fails to file a complete application and pay all applicable fees by the deadline or withdraws a complete application, or if the City denies the application, the City shall accept and process applications from other potential applications, in the order of ranking by the city council.~~

1. A minimum of three months of separation is required between subsequent or established temporary homeless shelters at a particular site.

~~2. There can be one temporary homeless shelter under this section and one cold-weather low-barrier shelter under KMC [18.100.210](#) in the same calendar year.~~

~~3.~~ 2. Shelters are prohibited in wetlands, streams, lakes, fish and wildlife habitats of importance, landslide hazard areas, flood hazard areas ~~critical areas~~ and their buffers.

3. Any sponsoring organization partnering with a publicly funded managing agency must work with the City to utilize Washington's homeless client management information system, as provided for in RCW 43.185C.180. When the sponsoring organization does not partner with a managing agency, the sponsoring organization is encouraged to partner with a local homeless services provider using the Washington homeless client managing

information system. Any managing agency receiving any funding from local continuum of care programs must utilize the homeless client management information system. Temporary shelters provided in religious organization buildings do not need to meet this requirement.

4. A sponsoring organization hosting temporary shelters that receives funds from any government agency may not refuse to host any resident, or prospective resident because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, as these terms are defined in RCW 49.60.040.

II. KMC 18.100.210 is amended to read as follows:

18.100.210 Cold Severe-weather low-barrier shelters.

A. This section regulates cold severe-weather low-barrier shelters. Cold Severe-weather low-barrier shelters are indoor emergency shelters for the homeless that operate for 31 consecutive days or less during periods of extreme cold, extreme heat, or hazardous air quality conditions (such as wildfire smoke). Severe-weather low-barrier shelters may be permitted to operate during conditions classified as severe weather by the King County Regional Homelessness Authority (KCRHA). Severe-weather low-barrier shelters are a type of *emergency shelter* in which the duration of the proposed shelter use is temporary. ~~between October and April and restrict operation to nighttime hours.~~

B. In recognition of the need for shelter from the cold severe weather for homeless persons, the purpose of this section is to allow sponsoring religious, nonprofit, and governmental organizations (hereafter, "sponsoring organizations") to use property owned or controlled by them for cold severe-weather low-barrier shelters (hereafter, "cold severe-weather shelters" or "shelters"), while preventing harmful effects associated with such uses, including but not limited to the possibility of impediments to emergency services, the possibility of environmental degradation, the use of improper sanitary facilities, and the possibility of any other factors that would be considered a nuisance under applicable laws. A cold severe-weather shelter shall include all buildings and outdoor areas that are used for the shelter (hereafter, "shelter site").

C. Cold Severe-weather shelters may be permitted in accordance with the following procedures, requirements and standards, which shall apply instead of KMC [18.100.120](#) through [18.100.140](#) and [18.100.200](#):

1. The city manager is authorized to issue temporary use permits for shelters only upon demonstration by the sponsoring organization that all public health and safety requirements of this section have been satisfied or adequately addressed. The city manager may administratively adjust such requirements upon entry of findings and conclusions to support the adjustment. ~~The city manager may terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or disorderly or disorganized activities that adversely impact the safety, health, and welfare of the neighborhood adjacent to the shelter site.~~

2. A sponsoring organization may apply for a temporary use permit to operate a severe-weather shelter within a specified 12-month period. Once approved, the shelter may open during severe-weather events, as defined by the King County Regional Homelessness Authority. The applicant must provide written notice to the city manager at least 24 hours in advance of activating the shelter in response to a severe-weather event.

~~2.~~ 3. An application for a cold severe-weather shelter shall include the following:

~~a. The dates of the start and termination of the shelter;~~

~~b.~~ a. The maximum number of residents proposed;

~~c.~~ b. The address of the proposed shelter site;

~~d.~~ c. The name(s) of the sponsoring organization(s);

~~e.~~ d. A proposed plan regarding self-management;

~~f.~~ e. A site plan, which shall:

(1) Show components of the shelter, including but not limited to: dwelling, eating, living, potable water, sanitary, solid waste, and administrative facilities and areas; entry and exit points; pathways; parking areas; and access routes for emergency services; and

(2) Demonstrate compliance with all safety and health requirements of this section, as applicable;

~~g.~~ f. A transportation plan, which shall detail the plan for the pick-up and delivery of residents, if any, and include the walking routes from nearby transit stops to the shelter, and provisions for public transit tickets for residents, if any; and

~~h.~~ g. A code of conduct, which shall at a minimum:

(1) Require residents to agree to the code prior to being permitted to dwell on site; and

(2) Prohibit drugs, alcohol, and weapons; prohibit violent behavior and loitering in the area surrounding the shelter site; and establish and require observance to quiet hours.

3. 4. A ~~cold~~ ~~severe~~-weather shelter must meet or the sponsoring organization must implement all of the following health and safety standards:

a. Have a maximum of 40 residents, which the **city manager** may reduce due to property and shelter conditions or considerations.

~~b. Limit operating hours to between 7:00 p.m. and 7:00 a.m.~~

~~c.~~ b. Restrict smoking to a designated smoking area, which must be located outside of the building and a minimum of 25 feet from adjacent properties.

~~d. Prohibit reentry to residents after 10:00 p.m., including a return from the outside designated smoking area.~~

e. Limit duration of operation to 31 consecutive days or less between October and April.

f. c. Use existing permanent **structures** and not construct new permanent **structures**.

g. d. For up to 30 residents, have a minimum of two staff members who have been trained in de-escalation tactics present in the shelter during all operating hours. For more than 30 residents, have a minimum of three staff members who have been trained in de-escalation tactics present in the shelter during all operating hours.

h. e. At all times, have a point of contact who can be reached by phone.

i. f. Prohibit children under the age of 18 from the shelter.

j. Before admitting a potential resident, contact the King County sheriff's communications center, or other agency or office approved by the City, to determine whether the potential resident is registered as a sex offender or has an active felony warrant. If the potential resident is a registered sex offender or has an active warrant for a felony, prohibit admission to the shelter.

k. g. Provide adequate sanitary facilities and satisfy all applicable public health requirements.

l. h. Allow inspections by **City** and King County health, fire, and police **departments** at any reasonable time and without notice.

m. i. Observe quiet hours in accordance with KMC [8.05.025](#).

j. Be a minimum of 1,000 feet from any other temporary shelter or severe-weather shelter.

4. The sponsoring organization applicant shall accomplish the following:

a. A minimum of 30 days before submittal of the application, mail a notice by first class mail to owners, residents, and tenants of all property within 1,000 feet of the shelter site. The notice at a minimum shall inform these persons of the proposed duration and operation of the shelter, the applicable standards and requirements of this section, the provisions of the proposed code of conduct, and mechanisms for obtaining information regarding shelters in general and the proposed shelter in particular. At least two business days before mailing the notice, the sponsoring organization shall submit a copy of the draft notice to the city manager.

b. Hold an informational meeting before the city manager's decision on the application. A minimum of 14 calendar days before the city manager's decision on the application, the sponsoring organization shall mail notice by first class mail to owners, residents, and tenants of all property within 1,000 feet of the subject property, advising them of the date, time and location of a public informational

meeting regarding the application. At least two business days before mailing the notice, the sponsoring organization shall submit a copy of the draft notice to the city manager. At the meeting, the sponsoring organization shall inform the attendees of the proposed duration and operation of the shelter, conditions that will likely be placed on the operation of the shelter, and provisions of the code of conduct, and shall answer questions regarding the proposed shelter.

5. The sponsoring organization/*applicant* shall:

a. Submit a complete temporary use permit application to the *City* no fewer than 90 calendar days prior to the proposed opening date of the shelter.

b. Host an informational public meeting to present details about the proposed temporary use and respond to community questions.

c. Prepare a public notice for the informational public meeting. At a minimum, the notice shall include:

(1) The time, place, and purpose of the meeting;

(2) The proposed duration and operational details of the shelter;

(3) The name of the sponsoring organization and their website, if available, for those seeking additional information;

(5) The provisions of the proposed code of conduct—or, if extensive, a summary along with details on where the full code of conduct can be accessed (e.g., a website link); and

(6) Any other relevant operational information.

d. Provide the draft notice to the city legislative authority at least ninety-six hours prior to the scheduled public meeting. The *City* will provide community notice of the meeting, by:

(1) Posting the notice on the *City* website; and

(2) Prominently displaying the notice at the meeting site.

5. 6. A minimum of 14 calendar days before the *city manager*'s decision on the application, the *City* shall update the *City*'s website with the date of the application, shelter location, and proposed duration and operation details for of the shelter.

7. A minimum of 24 hours before the opening of a shelter for a severe-weather event, the sponsoring organization shall provide written notice to the *city manager*, police department, and fire department. The duration of the shelter shall be limited to the duration of the severe weather, as defined by the King County Regional Homelessness

Authority. The sponsoring organization shall provide written notice of shelter closure to the *city manager*, police department, and fire department a maximum of 24 hours following closure of the shelter.

8. The *city manager* is authorized to terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or activities that adversely impact the safety, health, and welfare of the occupants and/or neighbors adjacent to the shelter site. To terminate a permit, the *city manager* will provide notice of termination to the sponsoring organization/*applicant* and the property owner of the host site by first class mail. A minimum of 21 days after the *city manager* mails the notice, the shelter use shall be discontinued. If the shelter use continues after 21 days following notice of termination, it is a violation subject to the enforcement, penalty, and abatement provisions of Chapter 1.20 KMC.

9. Whenever any use or activity at a temporary homeless shelter in violation of this code immediately threatens the health and safety of the occupants of the premises or any member of the public, the *City* may issue an emergency order pursuant to Section 1.20.250 KMC.

D. The following conditions shall apply to all ~~cold~~ severe-weather shelters:

~~1. Only one cold-weather shelter shall operate in the City per calendar year.~~

~~a. The City will accept notices of intent to file an application for a shelter during the month of June.~~

~~b. The notice of intent must be for operation of a shelter in the subsequent cold-weather period (October to April only).~~

~~c. If more than one letter of intent is filed during the month of June, the city council must rank all potential applicants during the third or fourth week of July, after determining a ranking procedure and considering a report from the city manager.~~

~~d. The potential applicant with the highest ranking must file a complete application and pay all applicable fees on or before August 31st.~~

~~e. If the potential applicant with the highest ranking fails to file a complete application and pay all applicable fees by the deadline or withdraws a complete application, or the City denies the application, the City shall accept and process applications from other potential applicants, in the order of ranking by the city council.~~

~~2. There can be one cold-weather shelter under this section and one temporary homeless shelter under KMC 18.100.200 in the same calendar year.~~

~~3. 1. Shelters are prohibited in wetlands, streams, lakes, fish and wildlife habitats of importance, landslide hazard areas,, flood hazard areas ~~critical areas~~ and their ~~buffers~~.~~

~~4. The City shall not accept, process or approve any application for operation of a cold-weather shelter during the year of 2018.~~

2. Any sponsoring organization partnering with a publicly funded managing agency must work with the City to utilize Washington's homeless client management information system, as provided for in RCW 43.185C.180. When the sponsoring organization does not partner with a managing agency, the sponsoring organization is encouraged to partner with a local homeless services provider using the Washington homeless client managing information system. Any managing agency receiving any funding from local continuum of care programs must utilize the homeless client management information system. Severe-weather shelters provided in religious organization buildings do not need to meet this requirement.

3. A sponsoring organization hosting severe-weather shelters that receives funds from any government agency may not refuse to host any resident, or prospective resident because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, as these terms are defined in RCW 49.60.040.