



City of Kenmore
City Council Special and Regular
Meeting Agenda
Monday, July 27, 2026
6:20 PM

ZOOM - LINK: <https://kenmorewa-gov.zoom.us/j/88122004163>

Password: 072726

Telephone: Dial US: +1 253 215 8782

Webinar ID: 881 2200 4163

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 SPECIAL MEETING TO ORDER - 6:20 PM

2. EXECUTIVE SESSION

- A) Confidential Session of the Council – the City Council will enter an executive session to discuss potential litigation pursuant to RCW 42.30.110(1)(i) and real estate acquisition pursuant to RCW 42.30.110(1)(b). This executive session is slated to last approximately 30 minutes.

3. ADJOURN SPECIAL MEETING

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

5. ROLL CALL

6. 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.

7. FLAG SALUTE

8. AGENDA APPROVAL

9. WHERE'S THE FUN?

10. 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.

11. CONSENT AGENDA

- A) Approve City Council Special and Regular Meeting Minutes of Monday, July 13, 2026
1. City Council Special and Regular Meeting Minutes of Monday, July 13, 2026
- B) Authorize the City Manager to increase the construction contract authority up to \$3,600,000 (includes 10% contingency) to complete the 80th Ave NE (SR522-NE 185th St) Sidewalk and Bike Lane Project
1. Agenda Bill - 80th Construction Contract Authority
- C) Receive and file the March 2026 City Council Retreat Summary Sheet. Receive and file the Retreat Report from Pendleton Consulting, LLC. Adopt the 2027-2028 City Council Priorities
1. Agenda Bill - Council Retreat
 2. Attachment 1 - March 2026 City Council Retreat Summary Sheet
 3. Attachment 2 - Pendleton Consulting, LLC Retreat Report
 4. Attachment 3 - 2027-2028 City Council Priorities

12. BUSINESS AGENDA

- A) Adoption of Ordinance 26-0645 Authorizing the Acquisition by Negotiation or Condemnation of Certain Real Property interest needed for the NE 192nd St. Sidewalk and Culvert Replacement Project, *presented by John Vicente, Engineering Director, and Terri Bielenberg, Capital Projects Manager*
1. Agenda Bill - Condemnation Ordinance NE 192nd Project
 2. Attachment 1 - Property Map
 3. Attachment 2 - Ordinance 26-0645_NE 192nd Condemnation

4. Attachment 3 - 0114100149 -TCE1 - Exhibit-A-B
5. Attachment 4 - 0114100149 -TCE2 - Exhibit-A-B
6. Attachment 5 - 0114100152 -FEE - Exhibit-A-B
7. Attachment 6 - 0114100152 -TCE - Exhibit-A-B
8. Attachment 7 - 0114100163 -TCE - Exhibit-A-B
9. Attachment 8 - 0114100710 -FEE - Exhibit-A-B
10. Attachment 9 - 0114100710 -TCE - Exhibit-A-B
11. Attachment 10 - 0114100712 -FEE - Exhibit-A-B
12. Attachment 11 - 0114100712 -TCE - Exhibit-A-B
13. Attachment 12 - Address key 192nd
14. Attachment 13 - Presentation

B) Adoption of Ordinance No 26-0646 authorizing the acquisition by condemnation of certain property interests needed for the NE 169thSt. Culvert Replacement Project, *presented by Richard Sawyer, Environmental Services Director, and Andrew Silvia, Capital Projects Manager*

1. Agenda Bill - 169th Condemnation Ordinance
2. Attachment 1 - ORDINANCE 26-0646 Condemnation Ord. Ne 169th St. Culvert Replacement (final)
3. Attachment 2 - ORDINANCE 26-0646 Attachments A-C
4. Attachment 3 - Presentation

C) Adoption of Resolution 26-450 approving the MFTE Contract for Kenmore Inn Apartments and authorizing the City Manager to execute the agreement and take actions necessary to implement MFTE process established by Chap. 3.65 KMC, *presented by Samantha Loyuk, Development Services Director*

1. Agenda Bill - Resolution 26-450 Kenmore Inn Apartments MFTE
2. Attachment 1 - MFTE26-0028 Application Materials
3. Attachment 2 - City Manager Determination Letter
4. Attachment 3 - Resolution 26-450
5. Attachment 4 - Exhibit A of Resolution 26-450 (MFTE Contract)
6. Attachment 5 - 4.A. Exhibit A to the Rental Contract (Legal Description)
7. Attachment 6 - 4.B. Exhibit B to the Rental Contract (Project Site Plan)
8. Attachment 7 - 4.C. Exhibit C to the Rental Contract (Designation of Affordable Units)
9. Attachment 8 - 4.D. Exhibit D to the Rental Contract (Rental MFTE Covenant)
10. Attachment 9 - 4.E. Exhibit E to the Rental Contract (Type of Land Use Benefit) - OMITTED
11. Attachment 10 - 4.F. Exhibit F to the Rental Contract (ARCH Lease Rider)

D) 1st Quarter 2026 Financial Report, *presented by Melinda Merrell, Finance and Administration Director*

1. Agenda Bill - 1st Quarter 2026 Financial Report
2. Attachment 1 - Memo and Attachments
3. Attachment 2 - Presentation

E) Discussion and Potential Direction on a Zoning Approach for Parcels Adjacent to Swamp Creek, *presented by Debbie Bent, Assistant City Manager/Community Development*

Director, and Brittany Chue, Senior Planner

1. Agenda Bill - TOD Regulations
2. Attachment 1 - Staff Memo re TOD Regulations
3. Attachment 2 - Presentation

13. STAFF REPORTS

- A) Other - City Manager Teri Killgore

14. COUNCILMEMBER REPORTS & COMMENTS

15. ADJOURNMENT

UPCOMING MEETING SCHEDULE:

- A) Monday, August 10, 2026 7:00 PM - TENTATIVELY CANCELED
Monday, August 17, 2026 7:00 PM - TENTATIVELY CANCELED
Monday, August 24, 2026 7:00 PM - 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.

**City of Kenmore
City Council Meeting
Special and Regular Meeting Minutes
Monday, July 13, 2026**

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

PRESENT:

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

Staff: City Manager Teri Killgore
City Attorney Dawn Reitan
City Clerk Scott Passey
Co-Clerk Shannon Tipple-Leen
Community Development Director Debbie Bent
Michelle Kang, Interim Assistant to the City Manager

Public Comments Speaking Guests: Erv DeSmet, Kenmore
Ann Mitchell, Kenmore
Steve Yoder, Kenmore
John Hendrickson, Kenmore
Levona Miles, Everett WA
Ryan Makinster, Bellevue WA

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 6:45 PM.

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), the City Council entered an executive session to discuss potential litigation. This executive session was slated to last until approximately 7:02 PM. At 7:02 PM, the session was extended until 7:07 pm. At 7:07

PM, the session was extended until 7:12 PM. The Council exited the executive session at approximately 7:12 PM.

ACTION RELATING TO EXECUTIVE SESSION

MOTION: Rescind motion that passed June 22nd and instead authorize staff to submit comments regarding proposed federal rule amendments.

Moved by O'Cain; seconded by Loutsis.

VOTE: 6 Yes - O'Cain, Marshall, Adman, Loutsis, Sasson, Herbig; 1 No - Culver

MOTION PASSES.

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the meeting at approximately 7:12 pm.

CALL REGULAR MEETING TO ORDER

Mayor Herbig called the regular meeting to order at 7:12 PM.

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Mayor Herbig led the Council in the Pledge of Allegiance.

AGENDA APPROVAL

The agenda was approved as presented.

WHERE'S THE FUN?

City Manager Teri Killgore highlighted July 4th activities and events.

PUBLIC COMMENTS

The City Council provided an opportunity for public comments.

Timestamped link here: <https://youtu.be/TohcQMwOJzc?t=2021>

CONSENT AGENDA

A. Approve City Council Regular Meeting Minutes of Monday, June 15, 2026

B. Approve City Council Regular Meeting Minutes of Monday, June 22, 2026

C. Approve the following Voucher Certification and Approval:

- Total Check #s 58444 through 58514 totaling \$1,184,589.15

- Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 06/12/2025 in the amount totaling \$334,725.87
- Total EFT Payment #s 1996 through 1999 total \$627,458.52
- Total Wire Transfers totaling \$ 1,950,358.98

- E. Approve and authorize the Mayor to sign a letter to King County Metro regarding changes to Bus Route 372

Item D. was removed from the consent agenda by Councilmember Adman.

MOTION: Approve the consent agenda minus Item D.
Moved by Culver; seconded by Loutsis.
VOTE: Consent agenda was approved UNANIMOUSLY.

- D. Authorize City Manager to execute Agreement 26-3264 in an amount not to exceed \$197,789.00 to construct the Tributary 0057 Fish Barrier Removal Project

MOTION: Authorize City Manager to execute Agreement 26-3264 in an amount not to exceed \$197,789.00 to construct the Tributary 0057 Fish Barrier Removal Project
Moved by Culver; seconded by Loutsis.
VOTE: 6 Yes – O’Cain, Marshall, Loutsis, Culver, Sasson, Herbig; 0 No; 1 Abstain - Adman.

PUBLIC HEARINGS

- A. Public Hearing to Receive Public Comments on Ordinance No. 26-0642 and the draft Shelter, Transitional Housing, Emergency Housing and Permanent Supportive Housing (STEP) Housing Regulations, *presented by Debbie Bent, Assistant City manager/Community Development Director*

Mayor Herbig opened the Public Hearing at approximately 7:30 pm.
The City Council provided the opportunity for testimony.
Timestamped link here: <https://youtu.be/TohcQMwOJzc?t=3042>
Mayor Herbig closed the Public Hearing at approximately 7:35 pm.

- B. Public Hearing to Receive Public Comments on Ordinance No. 26-0643 relating to Park Impact Fees and Amendments to Chapter 20.47 KMC, *presented by Debbie Bent, Assistant City Manager/Community Development Director*

Mayor Herbig opened the Public Hearing at approximately 7:37 pm.
The City Council provided the opportunity for testimony.
Timestamped link here: <https://youtu.be/TohcQMwOJzc?t=3394>
Mayor Herbig closed the Public Hearing at approximately 7:41 pm.

BUSINESS AGENDA

- A. 2026 Salary Commission Process Information and Commissioners Confirmation, for confirmation, *presented by Interim Assistant to the City Manager Michelle Kang*

Interim Assistant to the City Manager Michelle Kang outlined the 2026 Salary Commission process, emphasizing that a three-member, independently acting commission—appointed by the mayor and confirmed by the council—sets mayor and council salaries, with open public meetings and no council authority to approve or reject the commission’s decision.

MOTION: Approve the mayor’s appointments to the Salary Commission.
Moved by Sasson; seconded by Loutsis.

MOTION: Amend to Open the Salary Commission to an application process lasting approximately three weeks.
Moved by Culver; seconded by Marshall.
VOTE: 4 Yes – Culver, Marshall, O’Cain, Adman; 3 No – Loutsis, Sasson, Herbig.
MOTION PASSES.

MAIN MOTION: Open the Salary Commission to an application process lasting approximately three weeks.
MOTION PASSES UNANIMOUSLY.

STAFF REPORTS

- A) Other – City Manager Teri Killgore

COUNCILMEMBER REPORTS & COMMENTS

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(b), the City Council entered an executive session to consider the acquisition of real estate. This executive session was slated to last 15 minutes until approximately 8:31 PM. The Council exited the executive session at approximately 8:31 PM.

ADJOURNMENT

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

Nigel Herbig, Mayor

Scott Passey, City Clerk

DRAFT

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/13/2026

Subject/Topic:	Proposed Council Action/Motion:
80th Ave NE (SR522-NE 185th St) Sidewalk and Bike Lane Project – Construction Contract Authority Department: Engineering Prepared by: Kent Vaughan, PE Senior Civil Engineer Attachments: None	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Authorize the City Manager to increase the construction contract authority up to \$3,600,000 (includes 10% contingency) to complete the 80th Ave NE (SR522-NE 185th St) Sidewalk and Bike Lane Project.

Approvals:

Department Head JV 7/01/2026 City Attorney NA Finance Director NA City Manager TK 7/1/2026 Optional NA

Summary/Background:

Project Description: The 80th Ave NE Sidewalk and Bike Lane project (NE Bothell Way - NE 185th Street) will reduce the speed limit from 35 MPH to 30 MPH. This project includes buffered / protected bike lanes, in-fill sidewalk improvements to provide continuous sidewalk on both sides of the street, traffic calming measures (chicanes), curb extensions/bulb-outs with reduced curb radii at side streets, curb ramps, three (3) new marked crosswalks across 80th Avenue NE with illuminated Rectangular Rapid Flashing Beacons (RRFB) signage, green pavement/bicycle intersection markings with bike box at SR522, storm drainage, channelization, signing and asphalt overlay. The estimated contract duration is 160 working days (8 months). Work begins in late June 2026 and will conclude in May 2027 (paving and striping). There will be a winter shutdown from December 2026 through February 2027.

Bid Opening: Bids were opened on May 13, 2026. The City received 6 bids summarized below:

CONTRACTOR	SCHEDULE A TOTAL	SCHEDULE B TOTAL	TOTAL BID AMOUNT (SCHEDULE A+B)	RANK	Over/(under) EE
KAMINS CONSTRUCTION	\$ 3,459,209.20	\$ 49,850.09	\$ 3,509,059.29	4	\$ 280,759.29
INTERWEST CONSTRUCTION	\$ 3,226,531.87	\$ 38,467.13	\$ 3,264,999.00	1	\$ 36,699.00
JANSEN INC.	\$ 3,431,521.00	\$ 18,173.03	\$ 3,449,694.03	3	\$ 221,394.03
GARY MERLINO CONSTRUCTION	\$ 3,383,591.00	\$ 54,797.04	\$ 3,438,388.04	2	\$ 210,088.04
GRANITE CONSTRUCTION	\$ 3,517,922.80	\$ 50,032.08	\$ 3,567,954.88	5	\$ 339,654.88

Staff received Council approval to award the construction contract in advance of opening the bids on April 13, 2026 for an amount up to \$3,300,000. The final engineer's estimate at the time of bid opening was \$3,228,300.

The low bid came in higher than the engineer's estimate by \$36,699 at \$3,264,999 but was within the approved contract authority. On May 18, 2026, staff awarded the construction contract to low bid contractor, Interwest Construction Inc. (ICI). Given that the awarded contract amount was so close to the pre-authorized amount, staff are requesting that the construction contract authority be bumped up to \$3,600,000 to re-establish a 10% contingency within the project budget for any unforeseen changes that may arise.

Previous Council Action(s):

June 26, 2023: Accept \$2,222,636 in state funding from WSDOT Pedestrian Bicycle Program to design and construct project.

January 12, 2026: Accept \$2,170,000 in state funding from Washington State Transportation Improvement Board (TIB) to construct project.

April 13, 2026: Authorize the City Manager to award and execute a contract with low bid contractor (To Be Determined-TBD) for an amount up to \$3,300,000 (includes 10% contingency) to complete the 80th Ave NE (SR522-NE 185th St) Sidewalk and Bike Lane Project construction.

Fiscal Consideration:

There is sufficient budget to cover the cost of construction contract and support services. The total 2025/2026 budget for this project is \$4,326,979. Project budget spent to date is approximately \$500k.

Grant funds cover 92% of the estimated project cost. The remainder is funded by Northshore Utility District and city funds.

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

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

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

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

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

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/27/2026

Subject/Topic:	Proposed Council Action/Motion:
March 2026 City Council Retreat Summary Sheet, Retreat Report, and 2027-2028 City Council Priorities Department: City Manager's Office Prepared by: Teri Killgore, City Manager Debbie Bent, Assistant City Manager /Community Development Director Attachments: 1. March 2026 City Council Retreat Summary Sheet 2. 2027-2028 City Council Priorities 3. Pendleton Consulting, LLC Retreat Report	☐ Information Only ☒ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Receive and file the March 2026 City Council Retreat Summary Sheet. Receive and file the Retreat Report from Pendleton Consulting, LLC. Motion to adopt the 2027-2028 City Council Priorities.

Approvals:

Department Head TK 7/17/26 City Attorney N/A Finance Director N/A City Manager TK 7/17/26 Optional _____

Summary/Background:

At the July 27 City Council Meeting, staff recommend that the City Council receive and file the March 2026 City Council retreat summary sheet (Attachment 1) and retreat report (Attachment 3). Staff further recommend that the City Council adopt the 2027-2028 City Council City Council Priorities based on City Council direction from the March 2026 retreat (Attachment 2).

Background and Summary:

The City Council held a two-day retreat March 21-22, 2026. The retreat report (Attachment 2) describes eighteen City Council "agreements". These "agreements" range from projects needing immediate action to potential research. Attachment #1 summarizes the status of the eighteen items, noted as agreements in the retreat report (Attachment 3) and the nineteenth item added at the April 6 City Council study session.

Similar to prior Council retreats, the Council discussed a wide range of issues and ideas to improve the City. In past years, no more than six "agreements" were reached that the City Manager had staff work on. The 2026 Retreat generated three times as many "agreements," and several of these were not simple ideas to merely do quick research on. Rather, they represented significant bodies of work with pressing time frames. As noted in "Agreement 14," the City Manager expressed concern about being

able to take on the growing list of “agreements” with current workloads. It was agreed that these ideas would be placed on a list and later prioritized.

Attachment 1 captures the items and then prioritizes them as “Workplan” items that staff is actively working on and “Future Ideas.” The City Manager recommends the Future Ideas items be revisited as part of the 2027 Council Retreat so that the items may be discussed in the context of the election results and 2027-2028 Budget actions.

Also, the facilitator for the Retreat produced a report similar in structure to past years that documented discussions chronologically. However, given that some discussions spanned multiple days, and direction changed, agreements on Day 1 were sometimes changed on Day 2. For this reason, staff has created a list to track the path of the various “agreements” (Attachment 1).

At the same time as the Retreat and throughout the subsequent months, the City Council was having serious conversations about the fiscal challenges ahead. This is reflected in the selection of fiscal sustainability as the top goal for the coming biennium, as it was in 2026, and the multiple fiscal-focused study sessions. The fiscal reality raises the practicality of adding new ideas in a time when the City is looking to reduce expenses and build a balanced 2027-2028 Biennial Budget this fall. That said, several of the agreements related to actions the Council was considering bringing additional revenues to the City. These items were approved as official Council direction at subsequent Council meetings, and staff has shifted workloads to begin implementation. In fact, several are completed as noted below or are underway.

Completed Items:

- **Fiscal Issues and Strategies (A5, A6, and A8):** Discussion and direction at the April 6 City Council meeting ultimately led to Council action on two revenue measures.
 - At the May 18 City Council meeting, the City Council adopted Ordinance No. 26-0641 adopting the councilmanic 0.1% public safety sales tax.
 - At the June 15 City Council meeting the City Council adopted Ordinance No. 26-0644, November 2026 General Election Ballot Measure City of Kenmore Proposition No. 1 Climate & Environmental Stewardship, Affordable Housing, and Human Services Levy.

Items In Progress:

- **Prop 1 Follow-Up (A7):** Once Council took action to place Proposition No. 1 on the ballot, the work did not end there. Staff managed the recruitment process for required Pro and Con Committees which the Council will take action to appoint committee members on at the July 20 Council meeting. Staff have been responding to residents’ questions and developing FAQs and factual information for the public which are made available on the City’s website. This work continues through November 2026.
- **Cost Efficiencies (A4 and A9):** During development of the 2027-1028 Biennial Budget the City Council will provide guidance on staff cuts and/or operational efficiencies for consideration to address the budget shortfall.
- **Police Services Study (A19):** At the March 2026 City Council retreat, there was initial direction given on Day 1 to proceed with a study. However, this direction was rescinded, and Staff were asked to bring the matter back to the upcoming Study Session. At the April 6 Study Session, City

Council gave direction to move forward with commissioning an update to the 2011 police services study to examine the costs and options for providing police services. Next steps are developing a scope of work and issuing a request for proposals for a consultant to complete the work. The goal is to issue a request for proposals in the fall of 2026 with City Council approval of a consultant contract in late 2026/early 2027. It is expected the Study will take most of 2027 to complete.

- **Review of Retreat Topics (A14):** The City manager will review the growing list of topics/programs identified at the retreat and inform the City Council which policy analysis issues can be addressed within existing resources. Given City Council direction to pursue cost efficiencies, staff does not recommend adding new policy issues, topics, and programs to the 2026 work program. Revenue measures and updating the police services study are also both substantial additions to 2026 work programs, leaving no additional capacity or resources for new policy issues, topics, and programs. Therefore, staff recommend that the following retreat topics discussed at the March 2026 retreat be deferred for further discussion and prioritization at the 2027 City Council Retreat. These topics are new policies, topics, or programs that require additional staff resources to research and/or implement.

Items to be Further Discussed at the 2027 City Council Retreat:

Based on the reasons noted above (see review of retreat topics), staff recommend that the following topics discussed at the March 2026 Retreat be deferred for further discussion and prioritization at the 2027 City Council Retreat.

- Washington Creative District application and designation (A1)
- Community pea patch policy and program (A2)
- Small business coordination (A3)
- E-bike policy and program (A10)
- Lime scooter policy and program (A11)
- Light pollution lighting policy (A12)
- Noise camera policy and program (A13)
- Artificial Intelligence (AI) policy (A15 and A16)
- Youth representation on boards and commissions (A17)
- Naming and memorial policy (A18)

Previous Council Action(s):

- At the May 18 City Council meeting, the City Council adopted Ordinance No. 26-0641 adopting the councilmanic 0.1% public safety sales tax, previously discussed at the February 23 study session, March 21-22 City Council retreat and April 6 study session. Link to May 18 City Council agenda [City Council Regular Meeting of Monday, May 18, 2026 • City of Kenmore Agendas and Minutes • CivicClerk](#)
- At the June 15 City Council meeting, the City Council adopted Ordinance No. 26-0644, November 2026 General Election Ballot Measure City of Kenmore Proposition No. 1 Climate & Environmental Stewardship, Affordable Housing, and Human Services Levy. Previously discussed at the February 23 study session, March 21-22 City Council retreat, April 6 study session and May 4 City Council meeting. Link to June 15 City Council agenda [City Council Regular Meeting of Monday, June 15, 2026 • City of Kenmore Agendas and Minutes • CivicClerk](#)

Fiscal Consideration:

None to approve the retreat report and adopt the 2027-2028 priorities.

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

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

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

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

As stated in the preamble to the City Council Priorities “The City’s top priority will always be fulfilling its core mission, which includes City governance.....”

2026 MARCH CITY COUNCIL RETREAT SUMMARY SHEET

#	WORKPLAN ITEMS	STATUS
A4	Fiscal Issues and Strategies: Staff will develop detailed revenue enhancement packages and cut/efficiency options.	IN PROGRESS: 2027-2028 budget development in progress and will be brought forth to Council in the fall
A5	Fiscal Issues and Strategies: Staff will develop ordinance options and implementation logistics for the 0.1% councilmanic sales tax options so the City Council can act without delay once a decision is made.	COMPLETED: Ordinance No. 26-0641 adopted at the May 18 Council Meeting, 0.1% councilmanic public safety sales tax
A6	Fiscal Issues and Strategies: Staff will fully flesh out ballot ready option strategies for a 2026 property tax measures discussed above with pros/cons, message complexity, timing, etc.	COMPLETED: Ordinance No. 26-0644 adopted at the June 15 Council Meeting, Proposition No. 1 to the November General Election Ballot
A7	Fiscal Issues and Strategies: Staff will identify any additional community outreach and issue polling that may be completed as part of the decision making process.	IN PROGRESS
A8	Fiscal Issues and Strategies: The City Council will meet again on April 6, 2026 to further discuss and possibly decide on the exact approach(es) to be implemented in 2026 to address the budget shortfall.	COMPLETED
A9	Fiscal Issues and Strategies: The City Council will provide guidance on desired staff cuts and/or operational efficiencies that should be a part of the plan to address the revenue shortfall.	IN PROGRESS
A14	Review of Topics/Programs: The City Manager will review the growing roster of topics/programs identified at this retreat and inform the City Council which policy analysis issues can be addressed within existing resources.	IN PROGRESS
A19*	Conduct a police services study.*	IN PROGRESS: *This workplan item was originally not agreed to at the March Council Retreat. Council directed Staff to move forward with a police services study at the April 6 study session.

#	FUTURE ITEMS - Revisit at 2027 Retreat	STATUS
A1	Washington Creative District: Staff will research and bring back to the City Council a scope of work on developing an application and possibly being designated a Washington Creative District	TO BE DETERMINED
A2	Community Pea Patch: Staff will do research on the nature, location and other factors that guide the creation and operation of publicly accessible Pea Patches. Staff will report back to the City Council in future meetings the findings of the research and the possible implications for establishing Pea Patches within the city.	TO BE DETERMINED
A3	Small Business Alliance: Councilmember Marshall would bring this topic back to the City Council at a future meeting.	TO BE DETERMINED
A10	Electric Mobility: Deputy Mayor Sasson will contact the Sheriff's Office, Northshore School District and the Cascade Bicycle Club to gather safety program ideas and report back the information to the City Manager.	TO BE DETERMINED
A11	Lime Bikes: Staff will reach out to Lime and return to the City Council with ideas concerning operating agreements, including various approaches to mitigating clutter.	TO BE DETERMINED
A12	Pollution: Staff will add light pollution/safe lighting policy analysis to the growing roster of policy issues to be addressed if there is time/resources available to conduct the analysis.	TO BE DETERMINED
A13	Pollution: Staff will include the noise camera program analysis in the roster of possible policy issues to be researched.	TO BE DETERMINED
A15	Artificial Intelligence (AI): Staff will add AI governance to the growing list of policy analysis items identified and referenced above.	TO BE DETERMINED
A16	Artificial Intelligence (AI): The City Manager will review emerging AI policies being developed by other jurisdictions.	TO BE DETERMINED
A17	Youth Council and Youth Representation: Staff will work with interested Councilmembers to draft policy changes that would create a "youth seat" on various boards and commission for full review by the City Council.	TO BE DETERMINED
A18	Naming Ordinance : The naming and memorial policy will be included in the policy analysis considerations referenced above to be returned to the City Council for further discussion and review.	TO BE DETERMINED

**THE
KENMORE CITY COUNCIL
RETREAT**

March 20th and 21st, 2026

Summary Report

Introduction

The Kenmore City Council held their annual retreat on March 21st and 22nd 2026 at the Seabrook East Main Building in Pacific Beach, WA (March 21st) and the Quinault Beach Resort in Ocean Shores, WA (March 22nd). The purpose of this retreat was to discuss, in depth, key projects and policy issues identified by the participants during a pre-retreat interview to establish the agenda. The following agenda guided the discussions during this council retreat and provides the basis of this summary report (note: a complete recording and supporting print documents of the retreat is retained by the City of Kenmore):

1. Building Community and Economic Development
2. Walking Tour of Seabrook and Debriefing Discussion
3. Fiscal Issues and Strategies
4. Electric Mobility
5. Light and Noise Pollution
6. Housing
7. Artificial Intelligence
8. Bastyr University
9. Youth Council
10. Miscellaneous Topics
11. City Council Priorities for 2027 and 2028

Building Community and Economic Development

The first discussion module focused on the importance and role of a long term 30 to 100 year vision for shaping the future identity of the city. The possibility of Kenmore becoming a “destination” community, the role of the city in guiding private development, the approach to the impacts of SR 522 were some of the questions addressed in these discussions.

Planned communities and a 30-year vision. The participants first discussed the possibility of Kenmore becoming a long term, human scale, environmentally focused destination community. It was noted that it could be possible for Kenmore to move away from a car-oriented design to a more walkable charming place with a strong architecture and public realm. It was

noted that it would be important to leverage the few “blank slate” opportunities for development into a long-term vision as a leader in environmental stewardship while attracting businesses and high-quality jobs. It was noted, however, that such a long-term vision should retain the existing character of the city.

Participants discussed the strengths and weakness of various communities including Seabrook and older communities in the greater Seattle area. It was noted that caution is necessary so as to not “reinvent” the city as if nothing that currently exists is not working or desirable. Finally, participants noted the possibilities of shaping the future of the city through long term visioning, updated plans, codes and design standards, and a strategic but fiscally cautious approach to land acquisition.

Finally, it was noted that the upcoming Downtown Planning work could be a primary vehicle to consider many of the issues and suggestions discussed. In addition, it was noted that creating a “century agenda” could become a future City Council goal. (see goal setting section below).

Walking Tour of Seabrook

The participants next went on a guided walking tour of the Seabrook planned community.

Tour Debrief and Discussion: Upon completion of the tour, the participants conducted a debrief discussion during their lunch break. It was noted that many of the qualities observed during the tour could be transferable to Kenmore, such as walkability the narrow streets, mid-block crossing etc. Other similarities such as a strong connection to nature and the prioritization of public spaces were noted. The importance of retail and other amenities was noted along with importance of cores services such as grocery, clinics, schools and transit access. The attention to design detail and specifically how it was intended to impact human behavior and sentiment were noted and discussed.

Participants noted a range of emotional reactions to the town such as the appeal of ‘walkability’, an old town feel, and discomfort with the “high-end” nature of the various spaces. The difference between “blank space” development and impacting development with already constructed spaces was noted and discussed.

Specific applications and limitations of the Seabrook model were discussed to include private vs. public ownership, blank land verses existing

built environment, high end costs/affordability vs a range of capacity for ownership.

Finally, it was noted that affordability and equity was a question with the Seabrook development. These issues are important in Kenmore and any future vision and subsequent development must address these issues.

Washington Creative Districts. Participants next discussed a state program known as the Creative District Program. This program focuses on the development of arts and cultural activity and businesses that lead to a local identity that attracts tourism and job growth. This program requires qualification and application by communities which then can open access to tools, technical assistance and grants. It was noted that the city had several creative assets already such as Brew Row, the Arts of Kenmore and the Kenmore Heritage Society. Concerns about the boundaries of such a district, impacts on staff time and related costs were noted. After a discussion the participants agreed to the following:

Agreement One: Staff will research and bring back to the City Council a scope of work on developing an application and possibly being designated a Washington Creative District.

SR 522 Gateway. Participants discussed the visual importance of the east bound entry to the city on SR 522. The participants noted prior conversations and thoughts on how to use the Cozy property and other factors to address the aesthetics of the entry to the city on balance with preserving tax-generating commercial uses. Other ideas such as the use of zoning, design guidance, tree planting and other ways to improve the appeal of this gateway to the city.

Pop-up shops and incubators. The next discussion module focused on the nature and role of pop-up shops and the business incubator concept. Such an approach, which was initiated in the city in times past, would support small business when addressing the need for start-up space that was highly visible that could graduate into permanent space in city. While it was note that something similar had been tried in the past, this approach would could be simpler, more retail oriented financially sustainable. Such approaches might include temporary use of the public works yard, the old city hall/post office area and include space for food trucks and small shops.

Community Pea Patches. Participants next discussed establishing space for small community garden plots often on public owned land, known as “Pea Patches”. It was noted that with tough economic times, providing space for people grow food would be useful for the community. It was noted that other

communities provide such places generally on public land often within publicly owned parks or vacant land. After a discussion the participants agreed to the following:

Agreement Two: Staff will do research on the nature, location and other factors that guide the creation and operation of publicly accessible Pea Patches. Staff will report back to the City Council in future meetings the findings of the research and the possible implications for establishing Pea Patches within the city.

Apprenticeship Programs and Jobs. The sponsoring City Council member decided to save this topic for another time.

Small Business Alliance. The participants next discussed the Kenmore Small Business Alliance (KBA) within the city. The importance of a strong linkage between the Alliance and the City Council was noted along with the possibility that a member of the City Council should attend Alliance meeting to establish effective two-way communication. It was noted that various City Council members often attend the meetings on their own simply to stay informed. It was also noted that city staff both attend the Kenmore Business Alliance and often provide briefings. After a discussion the participants agreed to the following:

Agreement Three: Council Member Marshall would bring this topic back to the City Council at a future meeting.

Fiscal Issues and Strategies

The next discussion module focused on the looming budget short falls that have both projected and discussed on several prior occasions (see 2025 City Council Retreat report). The City Manager initiated the conversation with a review of the financial forecasts, the consequences of continuing to wait to address the shortfall problem and the range of Councilmanic revenue options (Transportation sales tax, Public Safety sales tax, Car Tab Fee, Utility Tax increase.). It was noted there is concern with layering many councilmanic increases on top of voter measures (discussed below).

The City Manager asked for City Council direction on commissioning an updated police services study to examine the costs and options for contracting with other police service providers and/or developing an inhouse police department. After a discussion, it was noted that with the exception of one Council Member the participants favored spending the funds to conduct the study.

The City Manager next outlined four property tax based revenue options (if passed by the voters) to address the shortfall:

1. Public Safety levy lid lift
2. Public Safety plus human services levy lid lift.
3. Metropolitan Park District (MPD)
4. A “KenMore” style levy focused on climate action, affordable housing, economic development, and human services.

The numerous pros and cons of each of the four approaches above were discussed at length. The participants were repeatedly concerned with equity, affordability and accountability as they related to each approach and the range of impacts on Kenmore citizens and particularly low income and senior citizens.

The participants also discussed the importance and nature of cost cutting approaches within the existing city budget. The importance of budget tightening was noted and discussed at length. It was finally noted that no amount of cutting, however, is enough to address the projected shortfall. Participants discussed various approaches to cutting to include the removal or reduction of “special projects”, cutting in reverse order using the City Councils priorities, broad across the board cuts, and finally, to continue to spend down reserves.

After a long discussion the following areas of consensus emerged:

1. The problem is urgent and the current sitting City Council needs to address the issue.
2. The strategies used to address the short fall should include some combination of both councilmanic options, voter approved measure(s) and cost cutting.
3. Proceed with the police services study.
4. There is low if any support for a stand-alone public safety or public safety-human services measure.
5. The MPD is seen by most as the structurally strongest approach with likely high community support.
6. There is interest in the KenMORE levy but more details are required.

After a long discussion the following next steps were identified:

Staff:

- Initiate a police services study
- Refine and return to the City Council clearer revenue package options using a combination of tools identified above.

- Develop various budget building approaches for 2027 and 2028 reflecting budget cuts.
- Research options for low-income rebate programs that can be linked to various property tax measures.

Council:

- Revisit the mix and timing of revenue measures at upcoming meeting.
- Provide clear policy guidance on the order and depth of budget cuts.

Prior to adjournment the participants agreed to spend the evening considering the above discussion and then return to the next retreat session (next day) and spend the first 30 minutes discussing the fiscal shortfall issue.

Fiscal Issues and Strategies: Session Two

The second day started with a continuation of the discussion from day one. Several Council Members indicated they had thought about the discussion from the prior day and were eager to continue the discussion. The City Manager provided a brief summary of the implications of filling the 3.6 million dollar budget shortfall with purely personnel reductions. It is estimated that to fill that gap, 23 employee positions or roughly 30 percent of the work force would need to be eliminated. Participants agreed while cost cutting needs to be a part of the approach, personnel cuts of 30 percent is not realistic or desirable. The participants continued to discuss the various tax based and councilmanic options presented and discussed on day one (see page 5 above). With each option the participants factored in both the timing of the various ballot measures, the accompanying councilmanic options that could also be implemented, the pros and cons of asking voters to consider two ballot measures in the same year, and several other factors. It was noted that the fourth option, known as the KenMORE levy seemed conceptually attractive, but needed more definition.

After a long discussion the following areas of consensus seemed to emerge:

1. Cutting staff to meet the shortfall is not realistic.
2. There is a shared sense of urgency that substantial action needs to be implemented in 2026.
3. Budget cuts and other efficiencies need to be a part of the solution.

4. Implementation of one councilmanic option in the near term should occur.
5. The majority favors the MPD but when to go to the voters is unclear.
6. Staff should more fully develop scenarios to include the MPD levy, the KenMORE option, and detail specific staff cuts that could be included in the overall effort.

In addition, the participants agreed to the following:

Agreement Four: Staff will develop detailed revenue enhancement packages and cut/efficiency options.

Agreement Five: Staff will develop ordinance options and implementation logistics for the 01% councilmanic sales tax options so the City Council can act without delay once a decision is made.

Agreement Six: Staff will fully flesh out ballot ready option strategies for a 2026 property tax measures discussed above with pros/cons, message complexity, timing etc.

Agreement Seven: Staff will identify any additional community outreach or issue polling that may be completed as part of the decision making process.

Agreement Eight: The City Council will meet again on April 6th, 2026 to further discuss and possibly decide on the exact approach(s) to be implemented in 2026 to address the budget shortfall.

Agreement Nine: The City Council will provide clear guidance on desired staff cuts and/or operational efficiencies that should be a part of the plan to address the revenue short fall.

Electric Mobility

Participants next discussed issues surrounding e bike and moped travel within the city.

E-motorcycles. Participants noted concerns about the growing trend in high speed (40mph) use of e-bikes and mopeds particularly by younger people. It was noted that it might be time for a e-bike safety program that might focus on high school students. It was noted that there is a work group convened by state

government to develop regulations covering e-bikes and e-motorcycles. After a discussion participants agreed to the following:

Agreement Ten: Deputy Mayor Sasson will contact the Sheriff's Office, Northshore School District and the Cascade Bicycle Club to gather safety program ideas and report back the information to the City Manager.

Lime Scooters. Participants next focused on the possibility of a Lime Scooter program for the city. It was noted that there is a demand for first and last mile solutions to using various transit options that the Lime Scooter program could address. It was noted there can be issues of sidewalk clutter and blockage with a scooter program. Other issues such as geofencing, vendor managed corrals and other mitigations were noted. After a discussion the participants agreed to the following:

Agreement Eleven: Staff will reach out to Lime and return to the City Council with ideas concerning operating agreements, including various approaches to mitigating clutter.

Light and Noise Pollution

The next discussion module focused on the concern with light and noise pollution within the city and ways to address these concerns. It was noted that increasing noise from cars needs to be addressed and that there are "noise-camara" systems, and that the state has passed laws addressing identification and fining of offenders. It was noted that there is a cost for such noise camara programs (\$30,000) and this would require a budget line item.

In addition, participants discussed the growing concern and awareness of light pollution the need for "safe lighting". It was noted that some cities have enacted "safe lighting" ordinances and such an approach should be considered for Kenmore. Such programs place an emphasis on brightness, shielding, color temperature, street light heights, etc. It was also noted that these programs take into account and try to mitigate impacts on health and the environment. After a discussion the participants agreed to the following:

Agreement Twelve: Staff will add Light pollution/safe lighting policy analysis to the growing roster of policy issues to be addressed if there is time/resources available to conduct the analysis.

Agreement Thirteen: Staff will include the noise-camara program analysis in the roster of possible policy issues to be researched.

Agreement Fourteen: The City Manager will review the growing roster of topic/programs identified at this retreat and inform the City Council which policy analysis issues can be addressed within existing resources.

Housing

The next discussion focused upon several housing related topics.

Social Housing. The emergence of social housing was noted and discussed which features a European style, mixed income approach to social housing. It was noted that Seattle is currently the only jurisdiction presently considering implementing social housing, although King County is exploring a potential county wide levy to fund such an approach. Interest was expressed in supporting a countywide effort, but that a city program was currently not financially feasible.

Investment Pool. Participants next discussed the ideal of an affordable housing investment pool, similar to some surrounding cities programs that help with funding of housing using a dedicated local option sale tax. It was noted that the city's current fiscal issues preclude, at this time, exploring such a concept.

Modular/mobiles Units. Participants discussed the use of modular units for transitional/emergency housing that can be plumbed/unplumbed and configured in a flexible manner. It was noted that these units are promising tools that could fit into any future city housing strategies.

Artificial Intelligence (AI)

Participants next discussed the emergence of Artificial Intelligence (AI) into organizational life. It was noted that as AI grows and becomes a major feature of life it will likely increase leisure time, social isolation and put stress on human in-person connections. It was noted that the impacts on people oriented services and community activities will be significant. The economic impacts of AI were noted, likely increasing the need for stronger human services safety nets. Other issues were discussed such as the impacts of AI "hallucinations" and the accuracy of AI based information and direction. It was noted that it is likely the citizens will prefer talking to humans rather than an AI agent and it is likely AI will not replace front line employees. It was noted that there will be an increasing need for AI related policy and procedure. After a discussion the participants agreed to the following:

Agreement Fifteen: Staff will add AI Governance to the growing list of policy analysis items identified and referenced above.

Agreement Sixteen: The City Manager will review emerging AI policies being developed by other jurisdictions.

Bastyr University

Participants next discussed the importance of the Bastyr University to the city and related importance of the campus presence and access to athletic fields. Participants agreed that there is a strong interest in keeping the University in the community but that the future will be determined by Bastyr. The importance of keeping in close contact with the university was noted.

Youth Council and Youth Representation

The next discussion module focused on the creation of a youth council and other ways to increase involvement of young people in city issues and processes. It was suggested that rather than establishing a stand alone youth council, it could be more effective to designate one seat on some or all of the current city boards and commissions for a youth member. The goal would not be to simply get “free labor” but rather create a genuine youth voice and perspective on the many topics and activities within city boards and commissions. After a discussion participants agreed to the following:

Agreement Seventeen: Staff will work with interested Council Members to draft policy changes that would create a “youth seat” on various boards and commission for full review by the City Council.

Miscellaneous Topics

Participants next discussed, briefly, a series of individual topics.

Naming Ordinance. Participants expressed an interest in clarifying the city’s naming and memorial policy. After a discussion participants agreed to the following:

Agreement Eighteen: The naming and memorial policy will be included in the policy analysis considerations referenced above to be returned to the City Council for further discussion and review.

Tree ordinance/downtown. Participants discussed the tension between strong tree protection and downtown growth, and indicated a commitment to revisit tree regulation as it fits into the city work plan and code update discussions.

Parking Enforcement. The participants noted and agreed that improving enforcement of parking ordinances is important and should be added to the

policy analysis roster noted above with a focus on existing authority, the need for additional resources and other options.

Sammamish River Dredging. It was noted that there is a growing need to have specific areas of the Sammamish River dredged as the river depths are decreasing making navigation difficult. It was noted that dredging has occurred in the past and should be considered an on-going maintenance activity. It was noted that it will be important to stay engaged with other regional partners on the implementation of dredging.

Big Project Process. It was noted that there may be a need for a tighter process that involves the City Council during the implementation of large city projects. While participants agreed it was important to stay in touch with projects as they are implemented, there is a need not to overstep and “micro-mange” a project. Participants were open to “light-touch enhancements” to project processes such as sections in agenda bills for major items rather than a more established formal review process.

City Council Priorities

The participants next reviewed current 2025 and 2026 City Council priorities established at last year’s retreat. The participants then revised the existing priorities based upon completion and desire for revised wording. Finally, the participants used a Paired Comparison Methodology to select the order of their priorities for the period beginning in 2027 through 2028. See the notes below for additional information on the formation of the final goal list.

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

City Council Priorities for 2027 and 2028

- 1. Enact revenue enhancement and operational efficiency measures to ensure financial sustainability (48 points).* see Note below.**
- 2. Continue to implement the adopted Climate Action Plan and environmental stewardship, including water, air, forest, and habitat restoration and preservation (57 points).* see Note below.**

3. Create opportunities to activate the Lakepointe property in service of environmental, housing, economic development, and parks and recreation priorities (43 points).
4. Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness (39 points).
5. Promote sustainable economic development strategies that enhance downtown and attract and support residents, small businesses, and visitors (36 points).
6. Enhance multimodal transportation, including pedestrian and bicycle safety (34 points).
7. Develop a Human Services Strategic Plan (33 points).
8. Explore opportunities to expand parks and recreation (30 points).
9. Continue to implement the Diversity, Equity, Inclusion and Accessibility (DEIA) Strategic Plan and promote social justice (30 points).
10. Broaden community engagement and fun (21 points).

Note One: At the completion of the initial pared comparison voting, the City Council voted to revote on the number one and number two goals. On a 5-2 vote the City Council voted to reverse the order of these two goals.

Note Two: An 11th goal was nominated entitled “Century Agenda”. This goal received 11 points coming in last on the initial roster of paired comparison votes. After the initial vote the City Council agreed to not include the “Century Agenda” on the goal list for 2027 and 2028.

Appendix One Retreat Participants

Mayor
Nigel Herbig

Deputy Mayor
Valorie Sasson

Council Member
Eric Adman

Council Member
Jon Culver

Councilmember
Nathan Loutsis

Councilmember
Joe Marshall

Councilmember
Melanie O'Cain

City Manager
Teri Killgore

Debbie Bent
Community Development Director

Michelle Kang
Interim Assistant to the City Manager

Scott Passey
City Clerk

Facilitator
Michael Pendleton



2027-2028 KENMORE CITY COUNCIL PRIORITIES

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

- 1. Enact revenue enhancement and operational efficiency measures to ensure financial sustainability.**
- 2. Continue to implement the adopted Climate Action Plan and environmental stewardship, including water, air, forest, and habitat restoration and preservation.**
- 3. Create opportunities to activate the Lakepointe property in service of environmental, housing, economic development, and parks and recreation priorities.**
- 4. Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.**
- 5. Promote sustainable economic development strategies that enhance downtown and attract and support residents, small businesses, and visitors.**
- 6. Enhance multimodal transportation, including pedestrian and bicycle safety.**
- 7. Develop a Human Services Strategic Plan.**
- 8. Explore opportunities to expand parks and recreation.**
- 9. Continue to implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan and promote social justice.**
- 10. Broaden community engagement and foster fun.**

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/27/2026

Subject/Topic:	Proposed Council Action/Motion:
NE 192nd St. Sidewalk and Culvert Replacement Project Condemnation Ordinance Department: Engineering Prepared by: Terri Bielenberg Capital Projects Manager John Vicente, P.E. Engineering Director/City Engineer Attachments: Attachment A: Property Map Attachment B: Condemnation Ordinance 26-0645 Legal descriptions will be updated week of 7/20/26	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Adopt Ordinance: 26- 0645 Authorizing the Acquisition by Negotiation or Condemnation of Certain Real Property interest needed for the NE 192nd St. Sidewalk and Culvert Replacement Project.

Approvals:

Department	City	Finance	City
Head <u>JV 7/9/2026</u>	Attorney <u>DR 6/24/26</u>	Director <u>NA</u>	Manager <u>Initials & Date</u>
			Optional <u>NA</u>

Summary/Background:

The NE 192nd St Sidewalk and Culvert Replacement Project ("Project"), is replacing the NE 192nd Culvert (Little Swamp Creek Tributary 01) with a fish passable culvert, connecting sidewalks and adding bike lanes on NE 192nd Street from 73rd Ave NE to 75th Ave NE. Adopting Ordinance, No. 26-0645, would allow the City to move forward with the project to make sure that we meet the in-water work window aka "Fish Window." This project has federal funding and there are special requirements concerning Right of Way (ROW) for federal funded projects.

The City has initiated ROW acquisition where necessary on the Project. The Project will be acquiring needed property rights from 4 or 5 properties (the necessity for the 5th property will be dependent upon final analysis from a licensed arborist). The acquisitions will include real property rights such as fee simple purchases and temporary construction easements (TCE).

To date, all property owners have been sent an invitation to meet with City staff and our right-of-way consultant, RES Group NW. Staff will continue to pursue meeting with property owners until property rights have been secured. Every property owner has also received a certified letter notifying them of this requested Council action and Council meeting information. The scheduled adoption of the Ordinance has also been advertised in the Seattle Daily Journal.

Staff will work closely with all property owners; however, in the unlikelihood that agreements cannot be made, utilization of eminent domain will be necessary to meet our construction schedule. The attached condemnation ordinance (Attachment B) authorizes the City Manager to pursue condemnation if negotiations reach an impasse. Note that condemnation is a tool that the City will utilize only if needed. Other effective tools/strategies that will be utilized include: in-person property owner meetings, formal offer letters, utilization of Possession and Use (P&U) Agreements, and continued negotiations. Also, it is typical to file condemnation if the property owner will not sign a P&U Agreement, but much success can be achieved through mediation.

The right of way process for this project must comply with State and Federal regulations. Right of Way acquisition generally follows the same steps for all properties.

- Meeting with property owners and tenants when appropriate to discuss project schedule, acquisition needs, and right of way acquisition process.
- Administrative Offer Summaries prepared (for property acquisitions less than \$25,000)
- Appraisals prepared (for property acquisitions estimated to exceed \$25,000) none of these
- Independent 3rd party review of all appraisals.
- Offers to property owners.
- Negotiations (includes Possession and Use Agreements)
- Condemnation (as needed)
- Settlement

As mentioned, during the negotiations we will make every reasonable effort to reach agreement on acquisition. Our right-of-way consultants, RES Group NW, understand Federal and State acquisition requirements and the need to provide property owners with the time to consider offers and ask questions. We will also share appraisal information with property owners upon request. However, there are times when negotiations reach an impasse and condemnation is necessary.

The Possession and Use Agreement (P&U) is a powerful tool, and staff will encourage property owners to enter into this agreement. P&U's are signed when the property owner agrees to the property rights sale but does not agree to the price. Signing the P&U allows the City to pay what has been offered (appraised value) and allows the City to go to construction. Negotiations would then continue.

Through Ordinance 26-0645, Council would authorize the use of eminent domain for all project needs at the same time. This strategy makes sense for several reasons: efficiency of process, fairness to all property owners, and protection of privacy for property owners. It also avoids delays to the project and demonstrates the City's intent to acquire land and proceed with the project. Without the condemnation ordinance at this time, the City would have to wait until an impasse is reached with a property owner and then schedule consideration of a condemnation ordinance for the specific property. This process would interject several months into the project schedule and would also single out a specific property owner that has elected to go through condemnation proceedings.

Previous Council Action(s):

No previous council actions on this topic.

Fiscal Consideration:

The project is currently funded by federal funds (for the culvert replacement) and state funds (for the sidewalk portion). City dollars will cover the required match for the federal funds (no match required for the state funds). There is sufficient funding in both grants and in City dollars to cover the cost of acquisition.

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

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

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

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

#1 Climate Action Plan – to promote environment stewardship including water, air, forest, and habitat restoration and preservation.

#6 Enhance multimodal transportation, including pedestrian and bicycle safety

ATTACHMENT A



SIDEWALK



BIKE LANE



AMENITY STRIP



RIGHT OF WAY (ROW)
IN PROJECT AREA



PROPERTY IMPROVEMENT PERMITS
DESIRED BUT NOT NECESSARY



NEEDED PROPERTY RIGHTS
(TEMPORARY AND PERMANENT)

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 26-0645**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AUTHORIZING THE ACQUISITION BY NEGOTIATION OR
CONDEMNATION OF CERTAIN REAL PROPERTY INTERESTS NEEDED
FOR THE NE 192ND ST. SIDEWALK AND CULVERT REPLACEMENT
PROJECT, WHICH CONTEMPLATES THE CONSTRUCTION OF A NEW
CULVERT, SIDEWALK, AND BIKE PATH.**

WHEREAS, the City of Kenmore is working towards designing and constructing a replacement culvert, new sidewalk and bike path, known as the NE 192nd St Sidewalk and Culvert Replacement Project; and

WHEREAS, the City desires to construct certain improvements to NE 192nd Avenue which improvements are now known and referred to by the City and in this Ordinance as the NE 192nd St Sidewalk and Culvert Replacement Project; and

WHEREAS, the NE 192nd Sidewalk and Culvert Replacement Project contemplates the construction of a culvert (replacement), sidewalk on North side of the street, bike path on the North side of the street, drainage improvements, landscaping, utility relocation, and mitigation; and

WHEREAS, pursuant to State and Federal policies and regulations, the City is acquiring real property interests, including necessary rights-of-way and easements, through negotiations with owners of property along NE 192nd St., and also will provide relocation assistance to legal occupants of land whose personal property are displaced as a result of the NE 192nd Sidewalk and Culvert Replacement Project, if any; and

WHEREAS, City staff and consultants have reviewed and analyzed alternatives for the NE 192nd Sidewalk and Culvert Replacement Project and have recommended that the City acquire certain portions of and interests in real property in the form of rights-of-way. In order to construct the NE 192nd Sidewalk and Culvert Replacement Project, it is necessary to acquire, condemn, appropriate, take and damage portions of and interests in real property, in the form of rights-of-way, as legally described and depicted in **Attachment A**, attached hereto and incorporated by this reference, and said real property is further identified by King County Tax Parcel Nos. 0114100163, 0114100149, 0114100152, 0114100710, 0114100712.

WHEREAS, if the City is unable to acquire the necessary rights-of-way and easements in a timely manner, the City must file a petition in eminent domain

(condemnation petition) in order to meet funding and construction deadlines for the NE 192nd Sidewalk and Culvert Replacement Project; and

WHEREAS, the City is authorized by Chapter 35A.64 RCW to exercise the power of eminent domain pursuant to Chapters 8.12 and 8.28 RCW; and

WHEREAS, the City has complied with the notice requirements set forth in RCW 8.25.290 by providing notice to the owners of the real property identified herein of the planned final action of adopting this Ordinance, and published notice of such planned final action in the manner set forth in RCW 8.25.290; and

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

Section 1. Incorporation of Recitals. The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

Section 2. Acquisition of Real Property. Acquisition of the rights and interests in the real property described and depicted on Attachment A ("Property") is necessary for the construction of the NE 192nd Sidewalk and Culvert Replacement Project, which project is for a public use. The rights and interests in the Property herein described is hereby condemned, appropriated, taken and damaged in fee for rights-of-way, easements and temporary easements for public purposes, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

Section 3. Source of Funds. The cost and expense of acquiring all rights and interests in the Property shall be paid for from multiple funding sources.

Section 4. Condemnation Authorization. City staff, the City Attorney, and all City consultants for the Project are authorized and directed to enter into any and all negotiations and agreements necessary to acquire the rights and interests in the Property as described in Attachment A. If such negotiations fail to acquire such interests in the Property in a timely manner, as determined by the City Manager, the City Attorney is authorized to prosecute proceedings provided by law to condemn, appropriate and take the Property and carry out and implement the provisions of this Ordinance.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ 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.:
DATE OF PUBLICATION:
EFFECTIVE DATE:

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 13, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS AT PAGE 4, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, KING COUNTY SHORT PLAT NO. 1085011, RECORDED UNDER RECORDING NO. 8710291271, BEING A PORTION OF LOT 13, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS AT PAGE 4, IN KING COUNTY, WASHINGTON;

THENCE ALONG THE SOUTH LINE OF SAID LOT 13 SOUTH 79°43'00" EAST 26.71 FEET;

THENCE DEPARTING SAID SOUTH LINE NORTH 39°03'17" EAST 2.81 FEET;

THENCE NORTH 56°55'31" WEST 20.89 FEET;

THENCE NORTH 71°53'23" EAST 19.87 FEET;

THENCE SOUTH 79°43'00" EAST 23.25 FEET;

THENCE SOUTH 10°17'00" WEST 18.57 FEET;

THENCE NORTH 85°47'13" WEST 13.49 FEET TO THE SOUTH LINE OF SAID LOT 13;

THENCE ALONG SAID SOUTH LINE NORTH 79°43'00" WEST 9.40 FEET TO THE **POINT OF BEGINNING**.

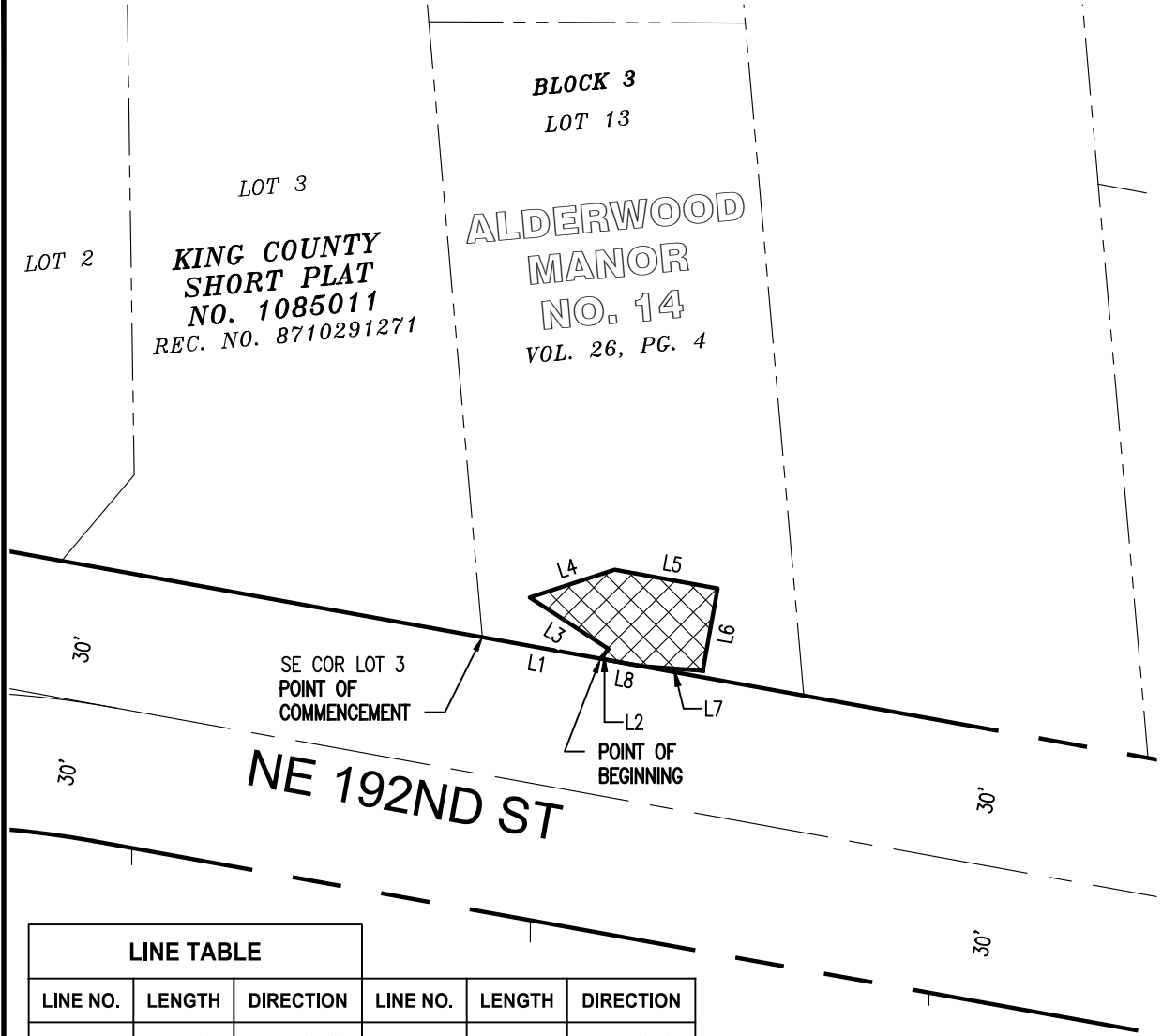
SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 599 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

EXHIBIT B

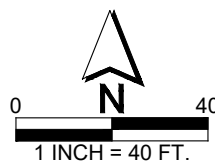
SW 1/4 OF SECTION 1, TOWNSHIP 26 N, RANGE 4 E, W.M.
KENMORE, KING COUNTY, WASHINGTON
TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE					
LINE NO.	LENGTH	DIRECTION	LINE NO.	LENGTH	DIRECTION
L1	26.71'	S79°43'00"E	L5	23.25'	S79°43'00"E
L2	2.81'	N39°03'17"E	L6	18.57'	S10°17'00"W
L3	20.89'	N56°55'31"W	L7	13.49'	N85°47'13"W
L4	19.87'	N71°53'23"E	L8	9.40'	N79°43'00"W

Parametrix

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PRELIMINARY

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION**

THAT PORTION OF LOT 13, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS AT PAGE 4, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 2.00 ACRES THEREOF AS DESCRIBED IN DEED RECORDED UNDER KING COUNTY RECORDING NO. 3020835 WITH THE SOUTH LINE OF SAID LOT 13;
THENCE ALONG SAID SOUTH LINE NORTH 79°43'00" WEST 36.48 FEET;
THENCE DEPARTING SAID SOUTH LINE SOUTH 85°47'13" EAST 36.48 FEET;
THENCE SOUTH 80°43'24" EAST 3.46 FEET TO THE SAID WEST LINE OF THE EAST 2.00 ACRES THEREOF;
THENCE ALONG SAID WEST LINE SOUTH 04°57'58" WEST 3.46 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH THAT PORTION OF SAID LOT 13, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, KING COUNTY SHORT PLAT NO. 1085011, RECORDED UNDER RECORDING NO. 8710291271, BEING A PORTION OF LOT 13, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS AT PAGE 4, IN KING COUNTY, WASHINGTON;
THENCE ALONG THE SOUTH LINE OF SAID LOT 13 SOUTH 79°43'00" EAST 26.71 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 39°03'17" EAST 2.81 FEET;
THENCE NORTH 56°55'31" WEST 20.89 FEET;
THENCE SOUTH 58°10'31" WEST 12.63 FEET TO THE EAST LINE OF LOT 3 OF SAID SHORT PLAT;
THENCE ALONG SAID EAST LINE SOUTH 04°57'58" EAST 2.16 FEET TO THE **POINT OF BEGINNING**.

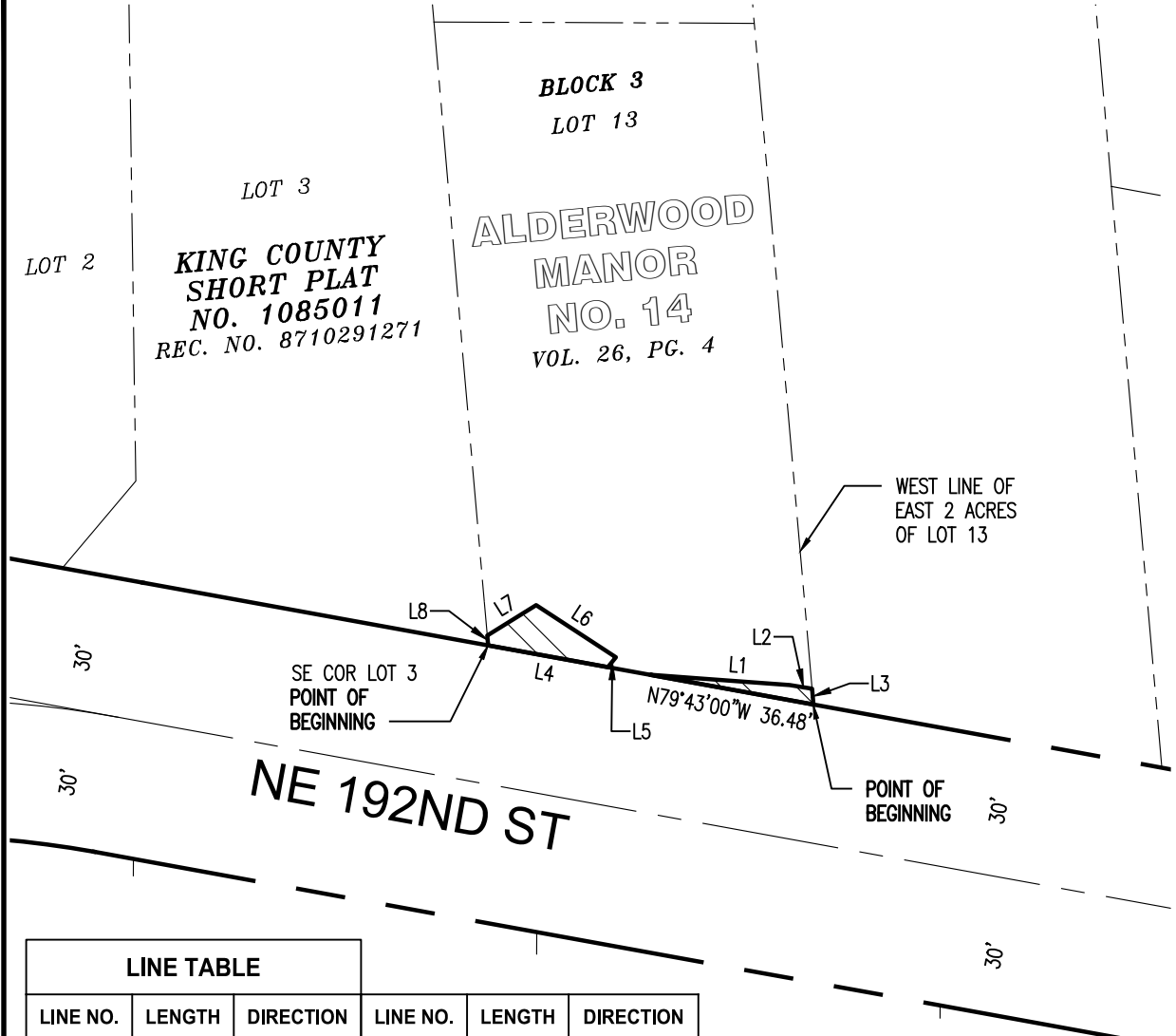
SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 250 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

EXHIBIT B

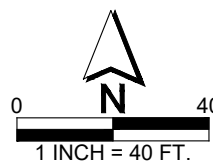
SW 1/4 OF SECTION 1, TOWNSHIP 26 N, RANGE 4 E, W.M.
KENMORE, KING COUNTY, WASHINGTON
TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE					
LINE NO.	LENGTH	DIRECTION	LINE NO.	LENGTH	DIRECTION
L1	20.08'	S85°47'13"E	L5	2.81'	N39°03'17"E
L2	4.98'	S80°43'24"E	L6	20.89'	N56°55'31"W
L3	3.46'	S04°57'58"E	L7	12.63'	S58°10'31"W
L4	26.71'	S79°43'00"E	L8	2.16'	S04°57'58"E

Parametrix

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Ph: 206.394.3700



PRELIMINARY

**EXHIBIT A
FEE ACQUISITION
LEGAL DESCRIPTION**

THAT PORTION OF LOT 13, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS AT PAGE 4, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;
THENCE ALONG THE EAST LINE OF SAID LOT, ALSO BEING THE WESTERLY MARGIN OF 75TH AVENUE NORTHEAST, NORTH 04°57'58" WEST 10.46 FEET;
THENCE DEPARTING SAID EAST LINE, SOUTH 22°52'47" WEST 3.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 9.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 58°12'55" FOR AN ARC LENGTH OF 9.14 FEET TO THE SOUTH LINE OF SAID LOT 13;
THENCE ALONG SAID SOUTH LINE SOUTH 79°43'00" EAST 9.37 FEET TO THE **POINT OF BEGINNING**.

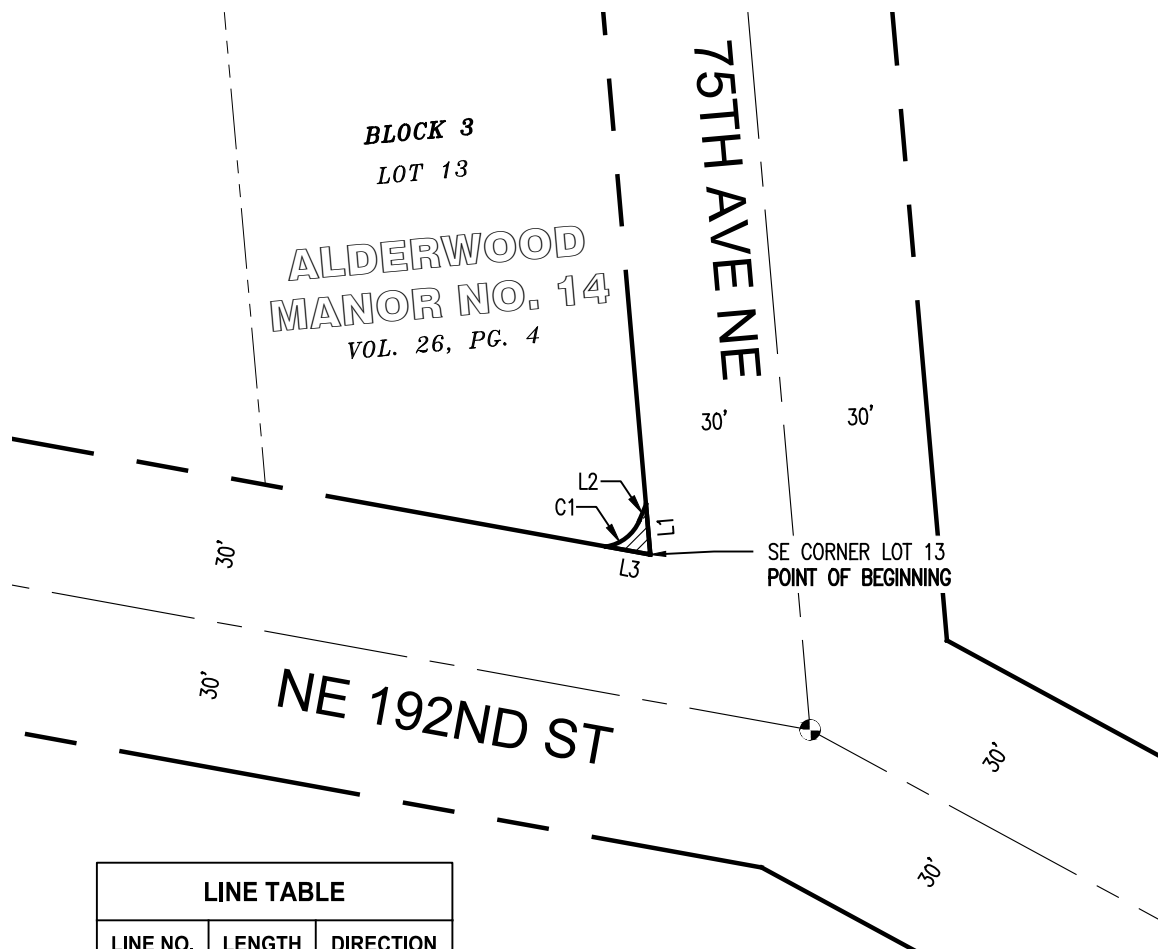
SAID FEE ACQUISITION CONTAINS 33 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

EXHIBIT B

SW 1/4 OF SECTION 1, TOWNSHIP 26 N, RANGE 4 E, W.M.
KENMORE, KING COUNTY, WASHINGTON
FEE ACQUISITION



LINE TABLE

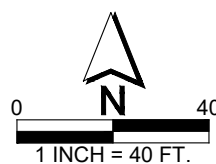
LINE NO.	LENGTH	DIRECTION
L1	10.46'	N04°57'58"W
L2	3.64'	S22°52'47"W
L3	9.37'	S79°43'00"E

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA
C1	9.14'	9.00'	58°12'55"

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PRELIMINARY

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION**

THAT PORTION OF LOT 13, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS AT PAGE 4, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 13;
THENCE ALONG THE EAST LINE OF SAID LOT, ALSO BEING THE WESTERLY MARGIN OF 75TH AVENUE NORTHEAST, NORTH 04°57'58" WEST 10.46 FEET TO THE **POINT OF BEGINNING**;
THENCE DEPARTING SAID EAST LINE, SOUTH 22°52'47" WEST 3.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 9.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 58°12'55" FOR AN ARC LENGTH OF 9.14 FEET TO THE SOUTH LINE OF SAID LOT 13;
THENCE ALONG SAID SOUTH LINE NORTH 79°43'00" WEST 5.00 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 10°17'00" EAST 4.50 FEET;
THENCE SOUTH 79°43'00" EAST 2.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 4.00 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 77°24'12" FOR AN ARC LENGTH OF 5.40 FEET;
THENCE NORTH 22°52'47" EAST 13.10 FEET TO THE EAST LINE OF SAID LOT 13;
THENCE ALONG SAID EAST LINE SOUTH 04°57'58" EAST 10.70 FEET TO THE **POINT OF BEGINNING**.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 94 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

BLOCK 3
LOT 13

**ALDERWOOD
MANOR NO. 14**
VOL. 26, PG. 4

75TH AVENUE NE

NE 192ND ST

30'

30'

30'

30'

30'

30'

30'

POINT OF BEGINNING

SE CORNER LOT 13
POINT OF COMMENCEMENT

L1, L2, L3, L4, L5, L6, C1, C2

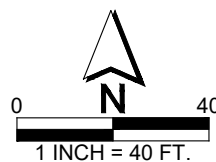
LINE TABLE		
LINE NO.	LENGTH	DIRECTION

CURVE TABLE		

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	10.46'	N04°57'58"W
L2	3.64'	S22°52'47"W
L3	5.00'	N79°43'00"W
L4	4.50'	N10°17'00"E
L5	2.04'	S79°43'00"E
L6	13.10'	N22°52'47"E
L7	10.70'	S04°57'58"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	9.14'	9.00'	58°12'55"
C2	5.40'	4.00'	77°24'12"

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PRELIMINARY

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF LOT 3, KING COUNTY SHORT PLAT NO. 1085011, RECORDED UNDER RECORDING NO. 8710291271, BEING A PORTION OF LOT 13, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS AT PAGE 4, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, KING COUNTY SHORT PLAT NO. 1085011, RECORDED UNDER RECORDING NO. 8710291271, BEING A PORTION OF LOT 13, BLOCK 3, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS AT PAGE 4, IN KING COUNTY, WASHINGTON;

THENCE ALONG THE SOUTH LINE OF SAID LOT 13 NORTH 79°43'00" WEST 23.36 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 79°43'00" WEST 61.69 FEET;

THENCE DEPARTING SAID SOUTH LINE NORTH 21°10'12" EAST 34.23 FEET;

THENCE SOUTH 87°17'07" EAST 42.90 FEET;

THENCE SOUTH 45°44'40" EAST 15.32 FEET;

THENCE SOUTH 10°17'00" WEST 30.71 FEET TO THE **POINT OF BEGINNING**.

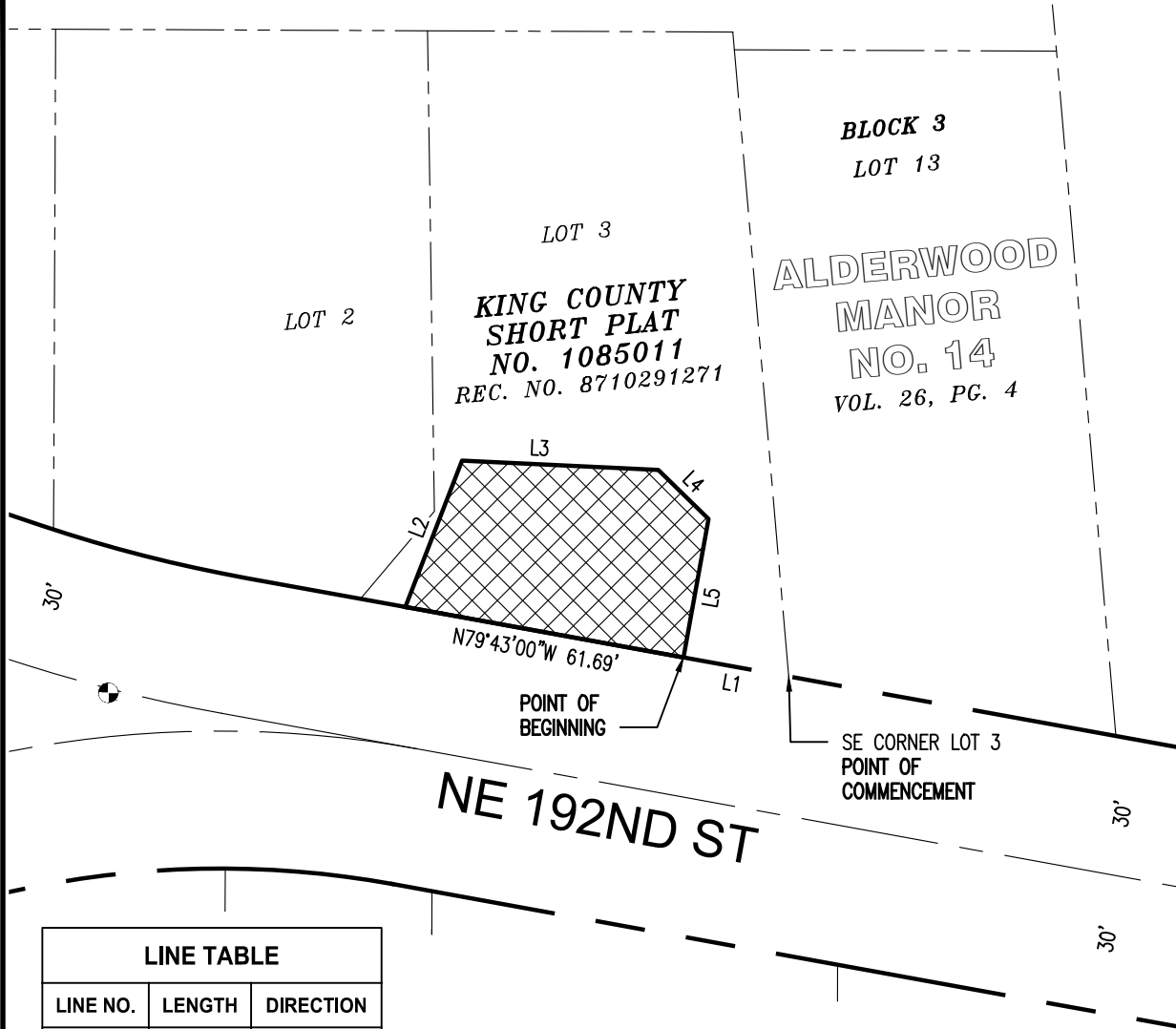
SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 2103 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

EXHIBIT B

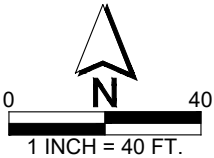
SW 1/4 OF SECTION 1, TOWNSHIP 26 N, RANGE 4 E, W.M.
 KENMORE, KING COUNTY, WASHINGTON
 TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	23.36'	N79°43'00"W
L2	34.23'	N21°10'12"E
L3	42.90'	S87°17'07"E
L4	15.32'	S45°44'40"E
L5	30.71'	S10°17'00"W

Parametrix

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 Ph: 206.394.3700



PRELIMINARY

**EXHIBIT A
FEE ACQUISITION
LEGAL DESCRIPTION**

THAT PORTION OF LOT C OF KING COUNTY LOT LINE ADJUSTMENT NO. 5801019, APPROVED ON MAY 27, 1980, AND RECORDED OCTOBER 24, 1990, UNDER KING COUNTY RECORDING NO. 9010241450, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT C;
THENCE ALONG THE SOUTH MARGIN OF NORTHEAST 192ND STREET FOR THE FOLLOWING TWO COURSES;
NORTH 79°21'16" WEST 8.79 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 210.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 03°02'07" FOR AN ARC LENGTH OF 11.15 FEET;
THENCE DEPARTING SAID SOUTHERLY MARGIN SOUTH 07°14'53" WEST 7.99 FEET;
THENCE SOUTH 79°43'00" EAST 20.97 FEET TO THE EAST LINE OF SAID LOT C;
THENCE NORTH 00°15'34" EAST 8.34 FEET TO THE **POINT OF BEGINNING**.

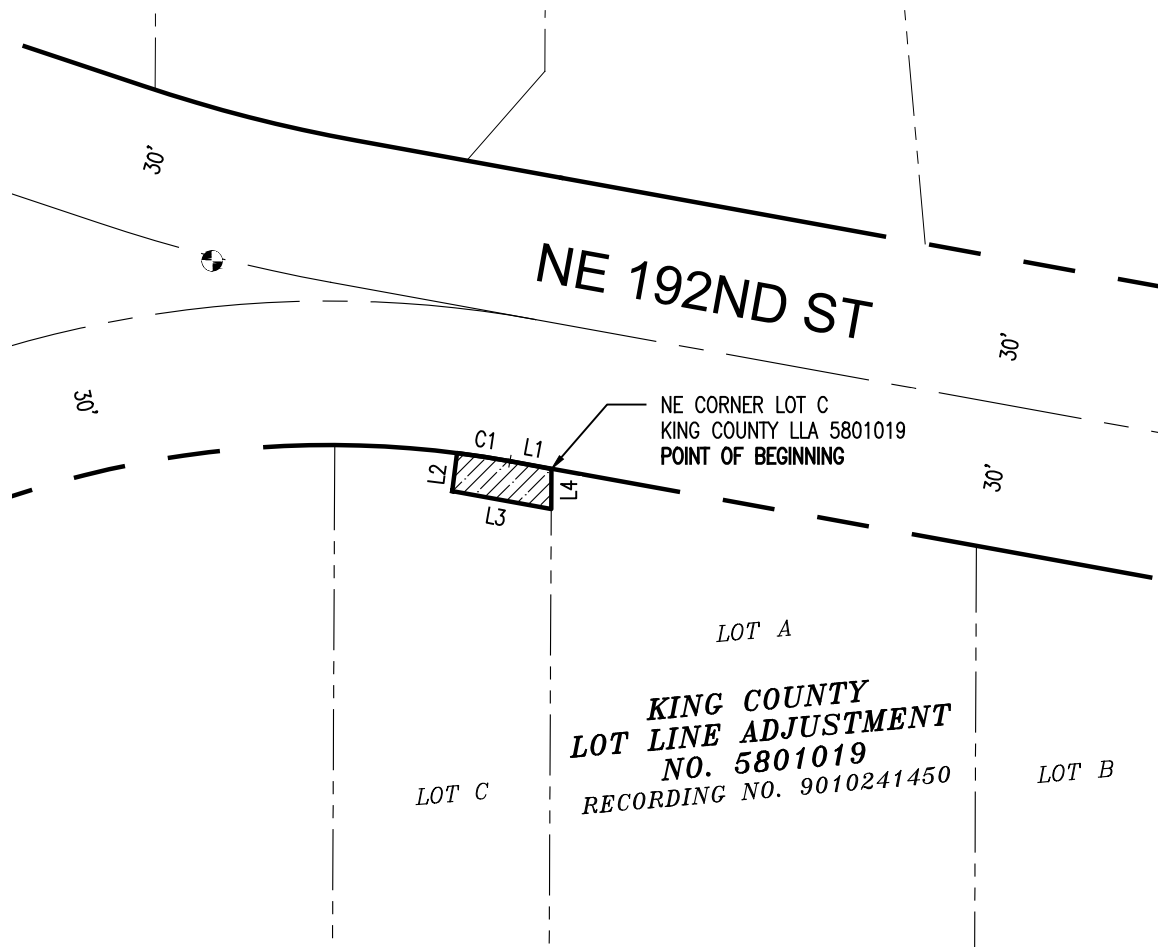
SAID FEE ACQUISITION CONTAINS 168 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

EXHIBIT B

SW 1/4 OF SECTION 1, TOWNSHIP 26 N, RANGE 4 E, W.M.
KENMORE, KING COUNTY, WASHINGTON
FEE ACQUISITION

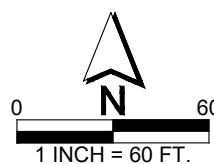


LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	8.79'	N79°21'16"W
L2	7.99'	S07°14'53"W
L3	20.97'	N79°43'00"W
L4	8.34'	N00°15'34"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	11.15'	210.50'	3°02'07"

Parametrix

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PRELIMINARY

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION**

THAT PORTION OF LOT C OF KING COUNTY LOT LINE ADJUSTMENT NO. 5801019, APPROVED ON MAY 27, 1980, AND RECORDED OCTOBER 24, 1990, UNDER KING COUNTY RECORDING NO. 9010241450, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT C;
THENCE ALONG THE SOUTH MARGIN OF NORTHEAST 192ND STREET FOR THE FOLLOWING THREE COURSES;
NORTH 79°21'16" WEST 8.79 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 210.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 03°02'07" FOR AN ARC LENGTH OF 11.15 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING WESTERLY ALONG SAID CURVE THROUGH A DELTA ANGLE OF 06°57'05" FOR AN ARC LENGTH OF 25.54 FEET TO THE WEST LINE OF SAID LOT C;
THENCE ALONG SAID WEST LINE SOUTH 00°15'34" EAST 43.86 FEET;
THENCE SOUTH 89°44'26" EAST 45.15 FEET TO THE EAST LINE OF SAID LOT C;
THENCE ALONG SAID EAST LINE NORTH 00°15'34" EAST 30.72 FEET;
THENCE NORTH 79°43'00" WEST 20.97 FEET;
THENCE NORTH 07°14'53" EAST 7.99 FEET TO THE **POINT OF BEGINNING**.

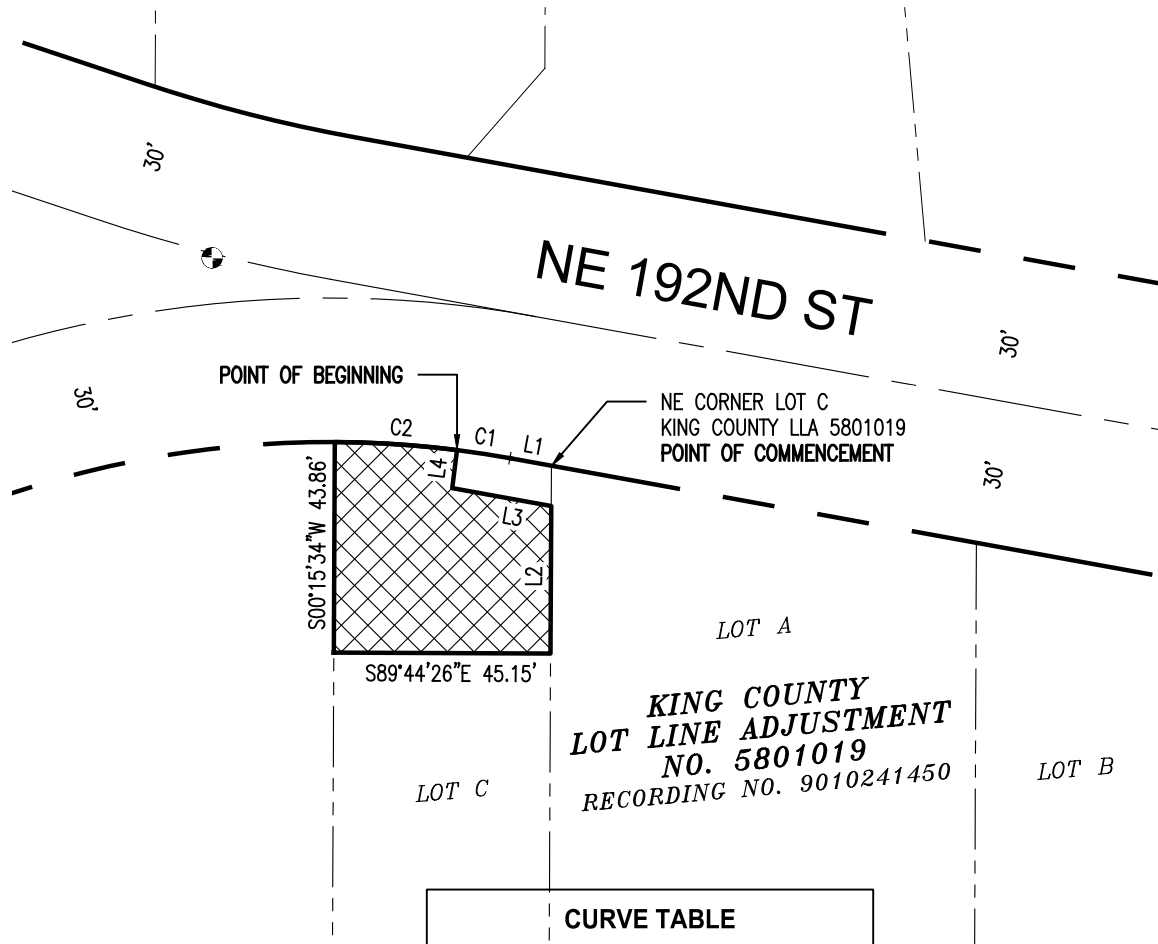
SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1,739 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

EXHIBIT B

SW 1/4 OF SECTION 1, TOWNSHIP 26 N, RANGE 4 E, W.M.
KENMORE, KING COUNTY, WASHINGTON
TEMPORARY CONSTRUCTION EASEMENT



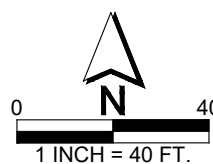
KING COUNTY
LOT LINE ADJUSTMENT
NO. 5801019
RECORDING NO. 9010241450

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	8.79'	N79°21'16"W
L2	30.72'	N00°15'34"E
L3	20.97'	N79°43'00"W
L4	7.99'	N07°14'53"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	11.15'	210.50'	3°02'07"
C2	25.54'	210.50'	6°57'05"

Parametrix

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PRELIMINARY

**EXHIBIT A
FEE ACQUISITION
LEGAL DESCRIPTION**

THAT PORTION OF LOT A OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. 5801019 RECORDED UNDER KING COUNTY RECORDING NO. 9010241450, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT A;
THENCE ALONG THE WEST LINE OF SAID LOT A, SOUTH 00°15'54" WEST;
THENCE DEPARTING SAID WEST LINE, SOUTH 79°43'00" EAST 7.93 FEET;
THENCE NORTH 10°17'00" EAST 8.27 FEET TO THE SOUTHERLY MARGIN OF NORTHEAST 192ND STREET;
THENCE NORTH 79°43'00" WEST 9.39 FEET TO THE **POINT OF BEGINNING**.

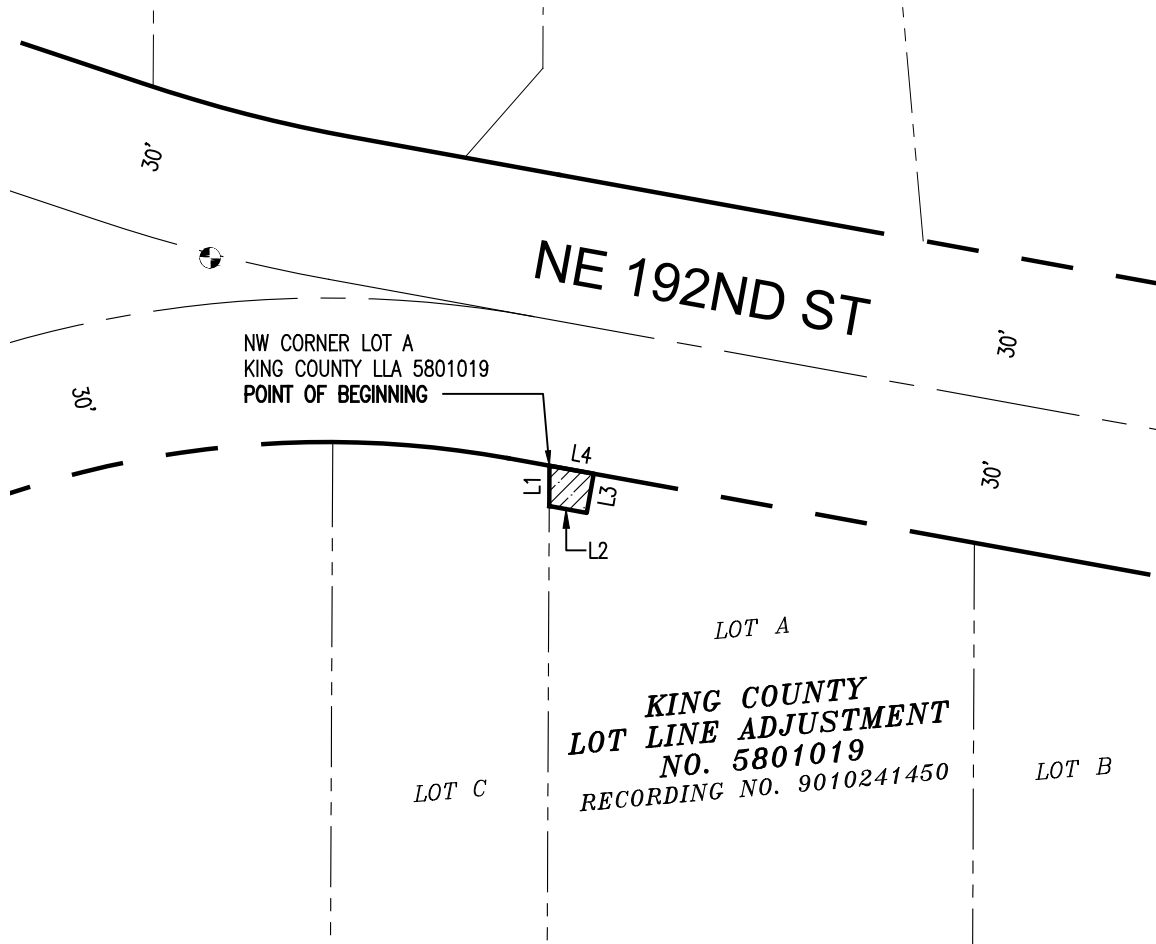
SAID FEE ACQUISITION CONTAINS 72 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

EXHIBIT B

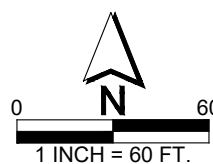
SW 1/4 OF SECTION 1, TOWNSHIP 26 N, RANGE 4 E, W.M.
KENMORE, KING COUNTY, WASHINGTON
FEE ACQUISITION



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	8.40'	S00°15'34"W
L2	7.93'	S79°43'00"E
L3	8.27'	N10°17'00"E
L4	9.39'	N79°43'00"W

Parametrix

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PRELIMINARY

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION**

THAT PORTION OF LOT A OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. 5801019 RECORDED UNDER KING COUNTY RECORDING NO. 9010241450, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT A;
THENCE ALONG THE WEST LINE OF SAID LOT A, SOUTH 00°15'34" WEST 8.34 FEET TO **POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID WEST LINE SOUTH 00°15'34" WEST 30.72 FEET;
THENCE SOUTH 89°44'26" EAST 2.16 FEET;
THENCE NORTH 44°33'51" EAST 40.12 FEET;
THENCE NORTH 10°17'00" EAST 5.00 FEET TO THE SOUTHERLY MARGIN OF NORTHEAST 192ND STREET;
THENCE ALONG SAID SOUTHERLY MARGIN, NORTH 79°43'00" WEST 22.14 FEET;
THENCE DEPARTING SAID SOUTHERLY MARGIN, SOUTH 10°17'00" WEST 8.27 FEET;
THENCE NORTH 79°43'00" WEST 7.93 FEET TO THE **POINT OF BEGINNING**.

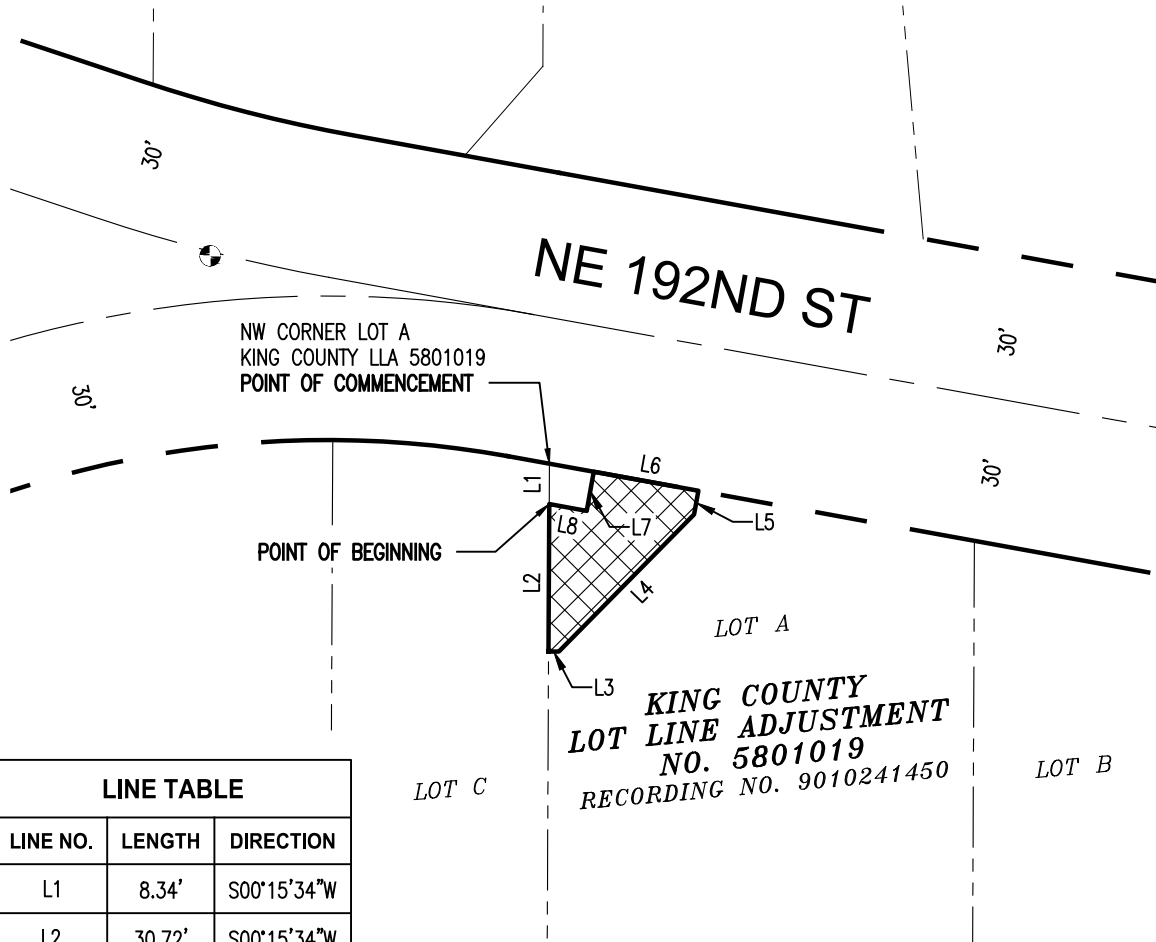
SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 629 SQUARE FEET, MORE OR LESS.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

PRELIMINARY

EXHIBIT B

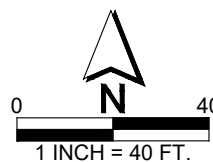
SW 1/4 OF SECTION 1, TOWNSHIP 26 N, RANGE 4 E, W.M.
KENMORE, KING COUNTY, WASHINGTON
TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	8.34'	S00°15'34"W
L2	30.72'	S00°15'34"W
L3	2.16'	S89°44'26"E
L4	40.12'	N44°33'51"E
L5	5.00'	N10°17'00"E
L6	22.14'	N79°43'00"W
L7	8.27'	S10°17'00"W
L8	7.93'	N79°43'00"W

Parametrix

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PRELIMINARY

Parcel	Address	Type	
0114100149	7338 NE 192 nd St	TCE 1	Tree
0114100149	7338 NE 192 nd St	TCE 2	maybe need for access of tree
0114100152	19205 75 th Ave NE	Acquisition	intersection corner
0114100152	19205 75 th Ave NE	TCE	construction of corner
0114100163	7330 NE 192 nd St	TCE	placement of culvert
0114100710	7335 NE 192 nd St	Acquisition	property for the culvert
0114100710	7335 NE 192 nd St	TCE	construction for culvert
0114100712	7331 NE 192ND ST	Acquisition	property for the culvert
0114100712	7331 NE 192ND ST	TCE	construction for culvert

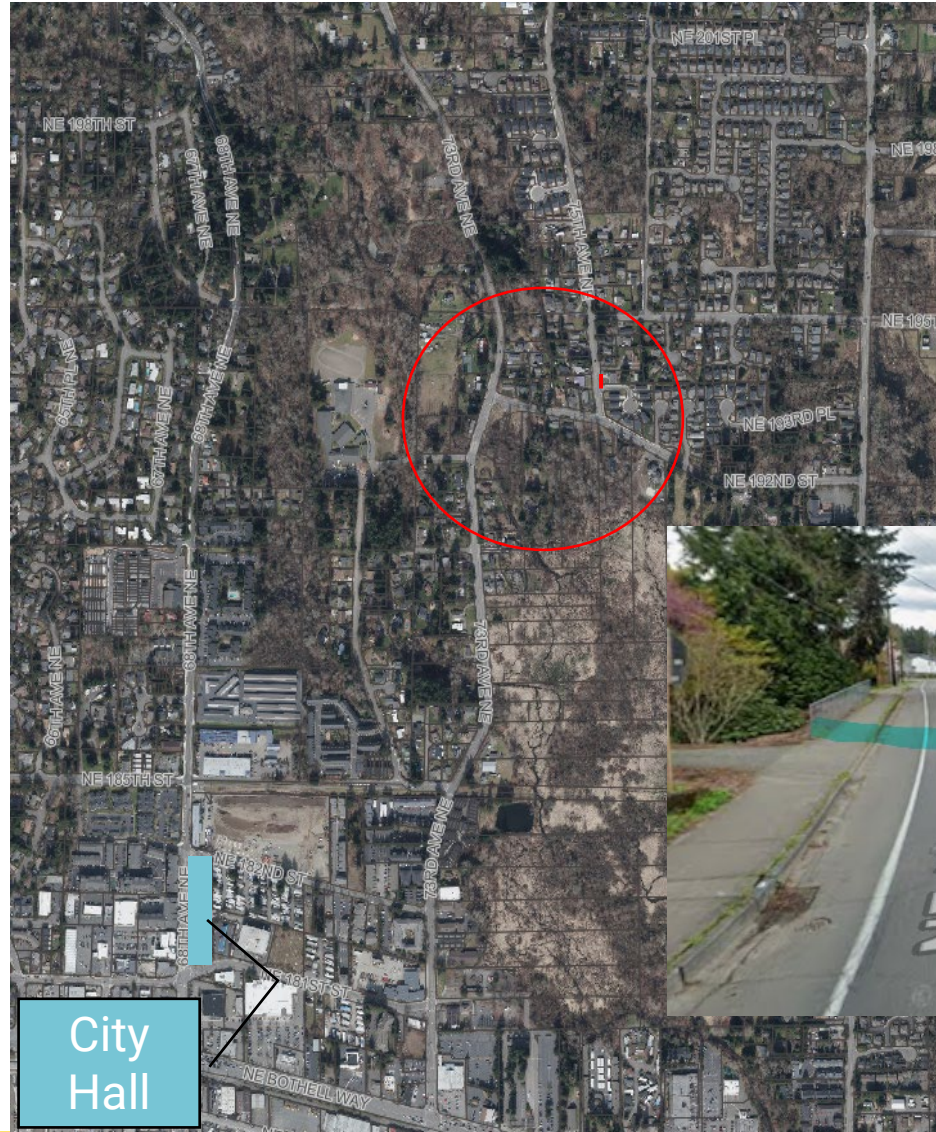
CITY OF KENMORE
Engineering

NE 192nd St. Culvert replacement and Sidewalk Project

Presented by: Terri Bielenberg

Background

- NE 192nd Culvert Replacement and 192nd Sidewalk Project tied together
- Little Swamp Creek Tributary 1
- Potentially Fish bearing stream (runs through NE 192nd St East of 73rd Ave NE)



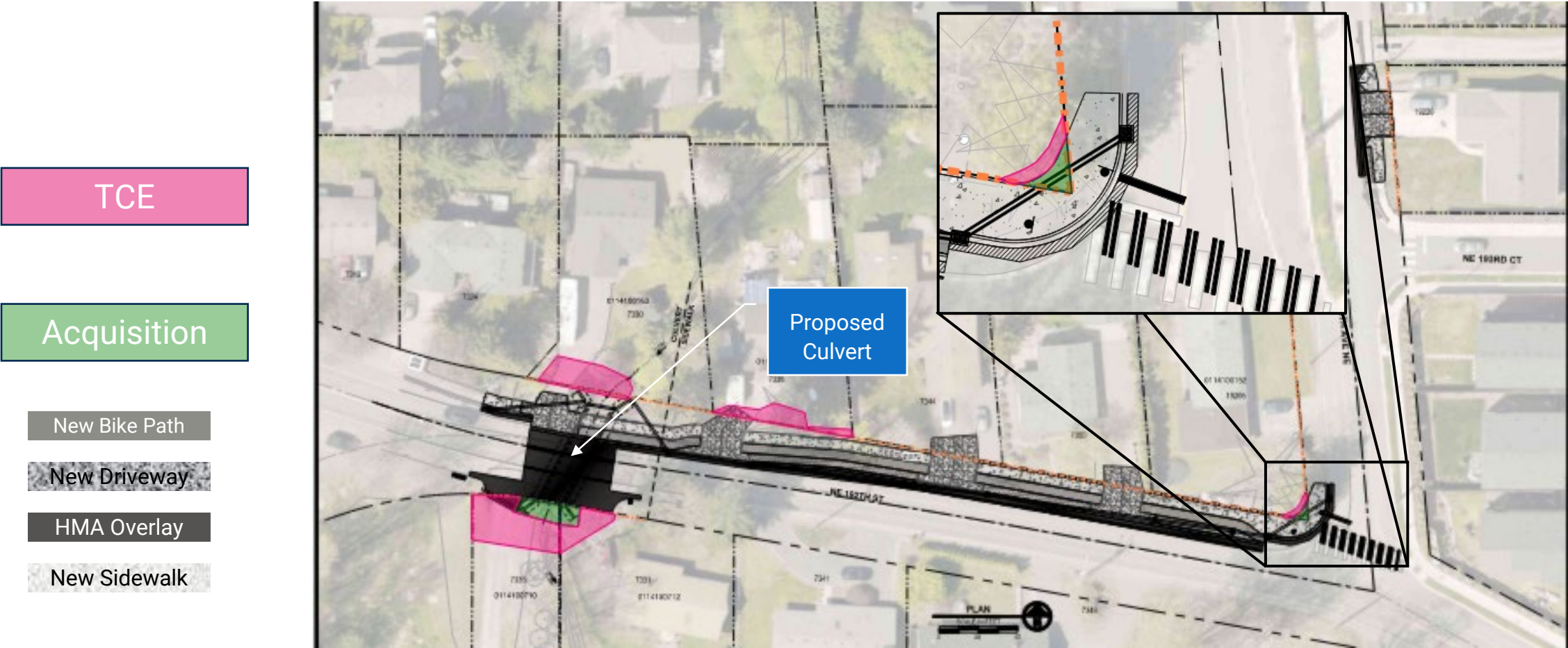
Project Status

- Currently in design
 - Permits in process
 - Plans progressing to 90% complete
 - Fish Window generally July 15th to September 30th
 - Utility coordination in process – relocations needed
 - PSE (gas and electrical),
 - Northshore Utility District (water, sewer)
 - Ziply fiber and communication
 - King County (sewer)
 - Beginning conversations with property owners

Property Rights Needed

- 8 Properties Impacted
 - 3 Permanent Acquisitions
 - 2 at the Culvert
 - 1 at the NE 192nd St and 75th Ave NE intersection
 - 4 to 5 Temporary Construction Easements (TCE)
 - Constructing the culvert
 - Stream corridor mitigation
 - Intersection improvements
 - Possible tree impacted
 - 6 Improvement Permits (not required)
 - Driveways

Property Rights



Condemnation Ordinance

- Authorizes staff to utilize eminent domain
- Not starting this process on any parcel at this time
- Authorizing now saves on time
- Listing all properties avoids singling out individual property owners

Steps Before Condemnation

- Present offer to property owner
- Good faith negotiations
- 30-day review of offer
 - We give each property owner 30 days to review
- Settlement negotiations if needed
 - The city enters into settlement negotiations if needed
- Option for Possession and Use
 - If a settlement cannot be agreed upon, we have the option of Possession and Use.
 - This allows the City to use the property while negotiations continue.
- Condemnation process if P&U not granted

Recommendation

Adopt Ordinance No 26-0645 authorizing the acquisition by condemnation of property interest as needed for the NE 192nd St. Culvert Replacement and Sidewalk Project.



City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/27/2026

Subject/Topic:	Proposed Council Action/Motion:
NE 169th Street Culvert Replacement Project Condemnation Ordinance Department: Environmental Services Prepared by: Andrew Silvia Surface Water Capital Project Manager Richard Sawyer Environmental Services Director Attachments: Ordinance 26-0646 Exhibits A-C to Ordinance 26-0646	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Adopt Ordinance No 26-0646 authorizing the acquisition by condemnation of certain property interests needed for the NE 169th St. Culvert Replacement Project.

Approvals:

Department Head RS 7/9/26 City Attorney DR 7/16/26 Finance Director MM 7/16/26 City Manager TK 7/17/26 Optional NA

Summary/Background:

The NE 169th Street Culvert Replacement project is included in the adopted 2025-2026 capital improvement plan (CIP ID SW-0267). The project was initiated in 2025 and is scheduled to be completed in 2027. Having recently advanced the design to a 60% complete level, the project team has confirmed the need for temporary construction and monitoring easements to perform work on three private properties during next year's construction phase and monitor the improvements for an expected five-year period thereafter, respectively. The affected properties and approximate limits of the temporary work are illustrated in Figure 1 below.

The temporary construction and monitoring easements are necessary to address the following requirements:

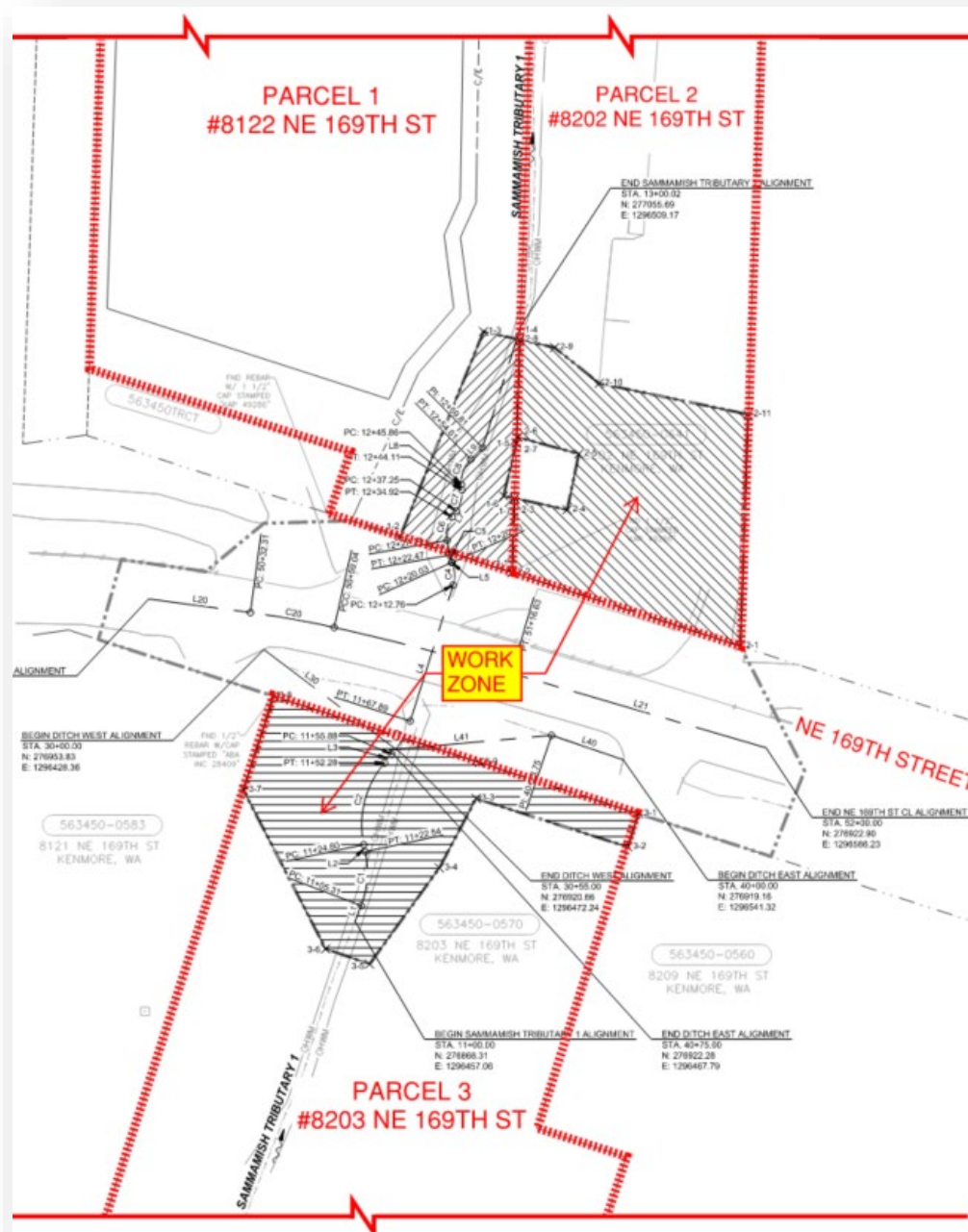
1. Provide construction access and staging area.
2. Perform stream restoration work (grading, step control installation, etc.) necessary to eliminate the existing fish passage barrier and obtain applicable permits from the WA Dept. of Fish and Wildlife and US Army Corps of Engineers.
3. Monitor constructed improvements within the project footprint for an expected five-year period following construction, a typical condition of the aforementioned permits.

The work to be performed on these properties will not include any demolition, disturbance, or occupation of existing pavements, walls, or structures on private property. Some existing vegetation,

including invasive species, within the temporary easement areas will be removed, but will be replaced with native trees and other plants.

Staff have been in close contact with the property owners regarding this proposed property use and will continue to seek mutual agreement with owners on the terms of these temporary construction and monitoring easements. While these negotiations are still progressing, staff requests that Council adopt the proposed ordinance to ensure timely acquisition of the necessary property rights to prevent delays to construction beyond 2027 if voluntary agreements cannot be reached.

Figure 1: Limits of proposed work on three residential parcels



Previous Council Action(s):

Council adopted Ordinance 25-0634 on October 20, 2025 authorizing the City Attorney to file a petition in eminent domain to secure temporary access easements on the same three private properties, which were needed for the performance of data collection activities supporting project design. This legal action was ultimately not pursued as the property owners voluntarily granted access to their properties for the data collection work shortly after the ordinance was adopted.

Fiscal Consideration:

The City's adopted 2025-2026 Biennium Budget allocated \$2.56 million to the Project based on a predesign estimate. The best available estimate of the right of way (ROW) acquisition component of the total project cost is \$25,000. Ultimately, the cost of acquiring these easements will be based on a professional appraisal and negotiations with property owners. Funding is available in the Surface Water Capital fund to support this ROW acquisition cost. Funding for the remainder of project costs will be supported by the Surface Water Capital Fund as well as a \$750,000 grant from the King County Flood Control District secured in 2025.

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

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

The project supported by this proposed action addresses DEIA Strategic Plan Objective 5.3.5, which reads as follows:

"Equitably replace assets before reaching the end of their expected life cycle; use a fair, systematic approach to asset replacement and repair rather than the "squeaky wheel" approach."

This project was identified and scheduled for delivery based on its high priority (5th out of 56 barriers evaluated) per a 2022 independent fish barrier prioritization study. Programming project delivery in this way also aligns with the "Evidence-Based Decision Making" criterion in the City's Equity Framework Toolkit.

The proposed action would also support the "Consideration of Marginalized Populations" element of the Equity Framework Toolkit in that it would advance a project that will improve habitat for the local salmonid species that serve as an important subsistence, cultural, and economic resource for the indigenous tribespeople of the Pacific Northwest. Eliminating fish barriers serves to uphold the historical treaty rights of local tribes.

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

This project addresses Council Priority #2: Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 26-0646**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AUTHORIZING THE ACQUISITION BY NEGOTIATION OR
CONDEMNATION OF CERTAIN REAL PROPERTY INTERESTS NEEDED
FOR THE NE 169th ST. CULVERT REPLACEMENT PROJECT, WHICH
CONTEMPLATES IMPROVEMENTS TO NE 169TH STREET INCLUDING
THE CONSTRUCTION OF A NEW STREAM CULVERT; AND AUTHORIZING
ACTIONS TO IMPLEMENT THIS ORDINANCE.**

WHEREAS, the City of Kenmore is working towards designing and constructing certain improvements to NE 169th Street, which include replacing an existing undersized stream culvert with a new, fish passable culvert, roadway and drainage improvements, landscaping, and utility relocation, which is known as the NE 169th St Culvert Replacement Project ("Project"); and

WHEREAS, the existing undersized culvert crossing at NE 169th Street has led to long-term and routine local flooding, which has negatively impacted the maintenance and longevity of stormwater facilities, and negatively impacted the maintenance and longevity of NE 169th Street, which represents the only public access to dozens of residential properties, and created a fish passage barrier; and

WHEREAS, the Project is for public use and purposes, which include, but are not limited to, removal of barrier to fish passage, environmental protection, water quality, protection of streams and habitat restoration, enhanced stormwater management, reduction of flooding risks, and protection of public infrastructure such as stormwater facilities and public rights-of-way; and

WHEREAS, City staff and consultants have reviewed and analyzed alternatives for the Project and have identified the need for the City acquire certain portions of and interests in real property in the form of temporary easements. In order to construct the Project, it is necessary to acquire, condemn, appropriate, take, and damage portions of and interests in real property, in the form of temporary construction easements and temporary monitoring easements, and said interests are legally described and depicted in **Attachments A through C**, attached hereto and incorporated by this reference as if set forth in full ("Temporary Easements"), and the real properties subject to this Ordinance are further identified by King County Tax Parcel Nos. and site addresses as follows:

- **Tax Parcel No.** 5634500650; **Site Address:** 8122 NE 169th Street, Kenmore WA 98028
- **Tax Parcel No.** 5634500641; **Site Address:** 8202 NE 169th Street, Kenmore WA 98028

• **Tax Parcel No.** 5634500570; **Site Address:** 8203 NE 169th Street, Kenmore WA 98028

WHEREAS, if the City is unable to acquire by negotiation the necessary Temporary Easements in a timely manner, the City must file a petition in eminent domain (condemnation petition) in order to meet funding and construction deadlines for the Project; and

WHEREAS, the City is authorized by Chapter 35A.64 RCW to exercise the power of eminent domain pursuant to Chapters 8.12 and 8.28 RCW; and

WHEREAS, the City has complied with the notice requirements set forth in RCW 8.25.290 by providing written notice to the owners of the real properties identified herein of the planned final action of adopting this Ordinance, and publishing notice of such planned final action in the manner set forth in RCW 8.25.290; and

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

Section 1. Incorporation of Recitals. The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

Section 2. Acquisition of Real Property – Public Use & Necessity.

- A. The City Council finds and determines that the Project is for the public use and purposes identified in the incorporated recitals set forth above.
- B. The City Council finds and determines that it is necessary to acquire, condemn, appropriate, take, and damage those portions of and interests in the real properties as described and depicted on **Attachments A through C** for the construction of the Project, which is for a public use.
- C. Those certain rights and interests in the real properties herein described are hereby condemned, appropriated, taken, and damaged in the form of temporary construction easements and temporary monitoring easements as further described and depicted in **Attachments A through C**, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

Section 3. Source of Funds. The cost and expense of acquiring all rights and interests in the real properties described and depicted in **Attachments A through C** shall be paid for from the applicable general fund, which is the Surface Water Management Capital Fund.

Section 4. Condemnation Authorization. The City Manager, City staff, the City Attorney's Office and/or City consultants for the Project are authorized and directed to enter into any and all negotiations and agreements necessary to acquire the rights and interests in the real properties as described and depicted in **Attachments A through C**. If such negotiations fail to acquire such interests in the real properties in a timely manner, as determined by the City

Manager, the City Attorney's Office is authorized to file a Petition in Eminent Domain, prosecute proceedings provided by law to condemn, appropriate, take and damage the interests in the real properties, and take all actions necessary to carry out and implement the provisions of this Ordinance.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____
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.:
DATE OF PUBLICATION:
EFFECTIVE DATE:

ATTACHMENT A

PROPERTY DESCRIPTION EXHIBITS FOR
TEMPORARY CONSTRUCTION EASEMENT AND TEMPORARY MONITORING EASEMENT
PARCEL ID 5634500650 (#8122 NE 169th St)

EXHIBIT A

GRANTOR'S PARCEL NO. 563450-0650

LOT 1 OF KING COUNTY SHORT PLAT NO S91S0122, RECORDED UNDER KING COUNTY RECORDING NO 9507059006, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATED IN FRONT OF, ADJACENT TO OR ABUTTING THEREON.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 1 OF KING COUNTY SHORT PLAT NO S91S0122, RECORDED UNDER KING COUNTY RECORDING NO 9507059006, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATED IN FRONT OF, ADJACENT TO OR ABUTTING THEREON, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF KING COUNTY SHORT PLAT NO. S91S0122;

THENCE NORTH 72°06'51" WEST ALONG THE SOUTH LINE OF SAID LOT 1, AND THE NORTHERLY RIGHT OF WAY MARGIN OF NE 169TH ST., A DISTANCE OF 36.97 FEET;

THENCE NORTH 22°08'47" EAST 69.60 FEET;

THENCE SOUTH 77°17'17" EAST 11.69 FEET, TO THE EAST LINE OF SAID LOT 1;

THENCE SOUTH 1°55'32" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 32.61 FEET;

THENCE LEAVING THE EAST LINE OF SAID LOT 1 SOUTH 13°37'26" WEST 17.02 FEET;

THENCE SOUTH 77°42'01" EAST 3.51 FEET, TO THE EAST LINE OF SAID LOT 1;

THENCE SOUTH 1°55'32" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 23.37 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 1,674 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

7/02/2026



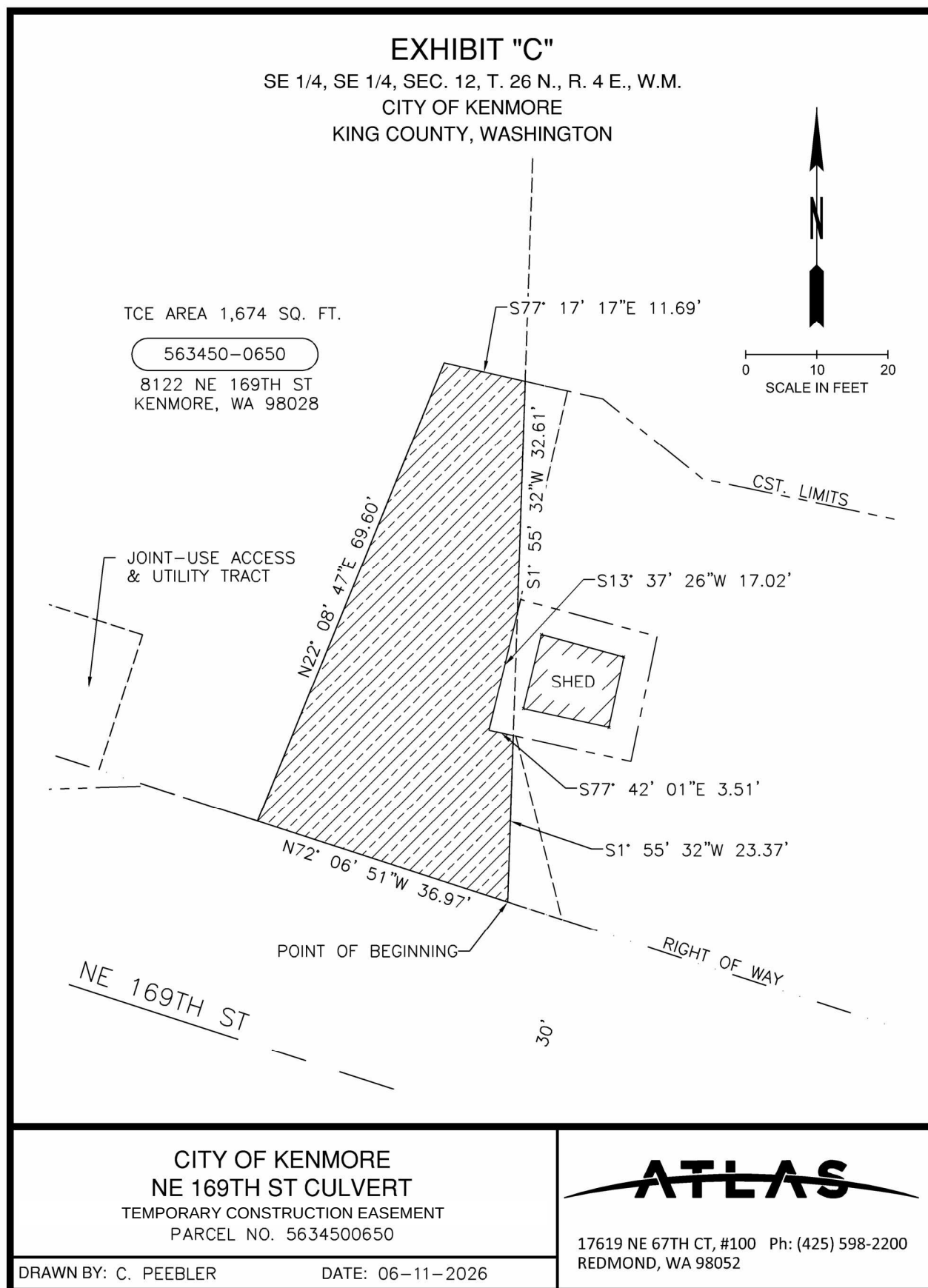


EXHIBIT A

GRANTOR'S PARCEL NO. 563450-0650

LOT 1 OF KING COUNTY SHORT PLAT NO S91S0122, RECORDED UNDER KING COUNTY RECORDING NO 9507059006, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATED IN FRONT OF, ADJACENT TO OR ABUTTING THEREON.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

TEMPORARY MONITORING EASEMENT

A PORTION OF LOT 1 OF KING COUNTY SHORT PLAT NO S91S0122, RECORDED UNDER KING COUNTY RECORDING NO 9507059006, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATED IN FRONT OF, ADJACENT TO OR ABUTTING THEREON, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF KING COUNTY SHORT PLAT NO. S91S0122;

THENCE NORTH 72°06'51" WEST ALONG THE SOUTH LINE OF SAID LOT 1, AND THE NORTHERLY RIGHT OF WAY MARGIN OF NE 169TH ST., A DISTANCE OF 36.97 FEET;

THENCE NORTH 22°08'47" EAST 69.60 FEET;

THENCE SOUTH 77°17'17" EAST 11.69 FEET, TO THE EAST LINE OF SAID LOT 1;

THENCE SOUTH 1°55'32" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 32.61 FEET;

THENCE LEAVING THE EAST LINE OF SAID LOT 1 SOUTH 13°37'26" WEST 17.02 FEET;

THENCE SOUTH 77°42'01" EAST 3.51 FEET, TO THE EAST LINE OF SAID LOT 1;

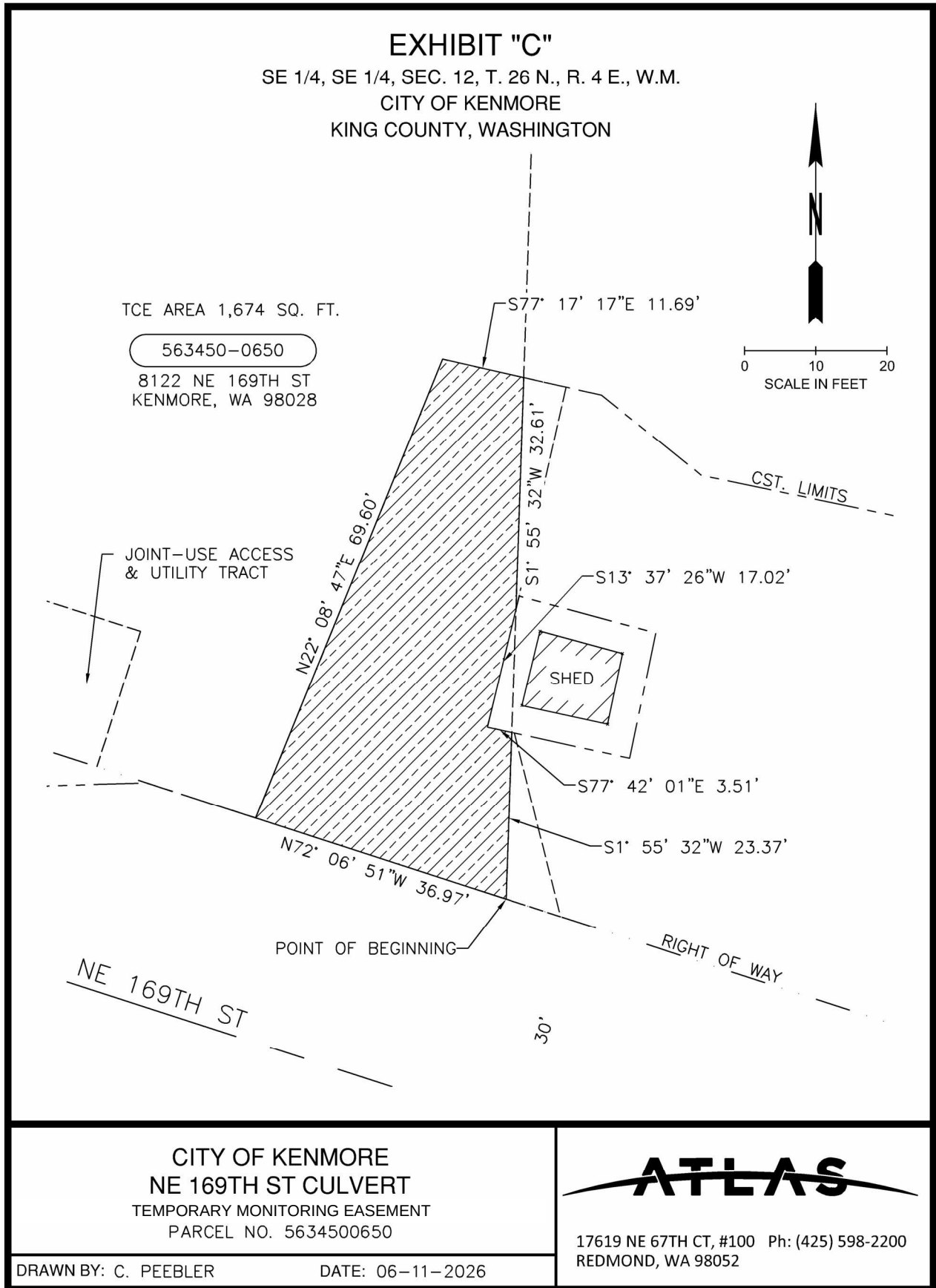
THENCE SOUTH 1°55'32" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 23.37 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 1,674 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

7/02/2026





ATTACHMENT B

PROPERTY DESCRIPTION EXHIBITS FOR
TEMPORARY CONSTRUCTION EASEMENT AND TEMPORARY MONITORING EASEMENT
PARCEL ID 5634500570 (#8203 NE 169th St)

EXHIBIT A

GRANTOR'S PARCEL KING COUNTY TAX PARCEL NO. 563450-0570

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID SUBDIVISION AT A POINT NORTH 0°57'20" EAST 832.75 FEET FROM THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 73°52'00" WEST 804.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 16°08'00" WEST 363.78 FEET;

THENCE SOUTH 37°29'10" EAST 120.00 FEET;

THENCE NORTH 51°50'53" EAST 91.44 FEET;

THENCE NORTH 16°08'00" EAST 360.72 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 73°52'00" WEST;

THENCE NORTH 73°52'00" WEST 150 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTHEASTERLY 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 3061594;

(BEING KNOWN AS TRACT 16, BLOCK 9, MOORLANDS, ACCORDING TO THE UNRECORDED PLAT THEREOF);

(ALSO KNOWN AS PARCEL B, CITY OF KENMORE BOUNDARY LINE ADJUSTMENT NO. BLA2007-040 RECORDED JULY 26, 2006, UNDER KING COUNTY RECORDING NO. 20070726900001);

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF NORTHEAST 169th STREET, WHICH IS NORTH 00°57'20" EAST 801.67 FEET AND NORTH 73°52'00" WEST 682.30 FEET FROM THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1;

THENCE NORTH 73°52'00" WEST ALONG SAID SOUTHERLY LINE 20.00 FEET;

THENCE SOUTH 16°08'00" WEST 20.00 FEET;

THENCE SOUTH 73°52'00" EAST 20.00 FEET;

THENCE NORTH 16°08'00" EAST 20.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF PARCEL B, CITY OF KENMORE BOUNDARY LINE ADJUSTMENT BLA2007-040, RECORDED UNDER KING COUNTY RECORDING NO. 20070726900001, RECORDS OF KING COUNTY, WASHINGTON, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY MARGIN OF NORTHEAST 169TH STREET;

THENCE SOUTH 72°06'51" EAST ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTHEAST 169TH STREET AND THE NORTH LINE OF SAID PARCEL B, 120.50 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B;

THENCE SOUTH 17°53'09" WEST 10.99 FEET ALONG THE EAST LINE OF SAID PARCEL B;

THENCE NORTH 72°15'43" WEST 50.05 FEET;

THENCE SOUTH 27°52'32" WEST 24.73 FEET;

THENCE SOUTH 35°57'57" WEST 37.35 FEET;

THENCE NORTH 70°52'03" WEST 14.61 FEET;

THENCE NORTH 27°22'14" WEST 56.26 FEET TO THE WEST LINE OF SAID PARCEL B;

THENCE NORTH 17°53'09" EAST ALONG THE WEST LINE OF SAID PARCEL B, 31.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,337 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

6/30/2026



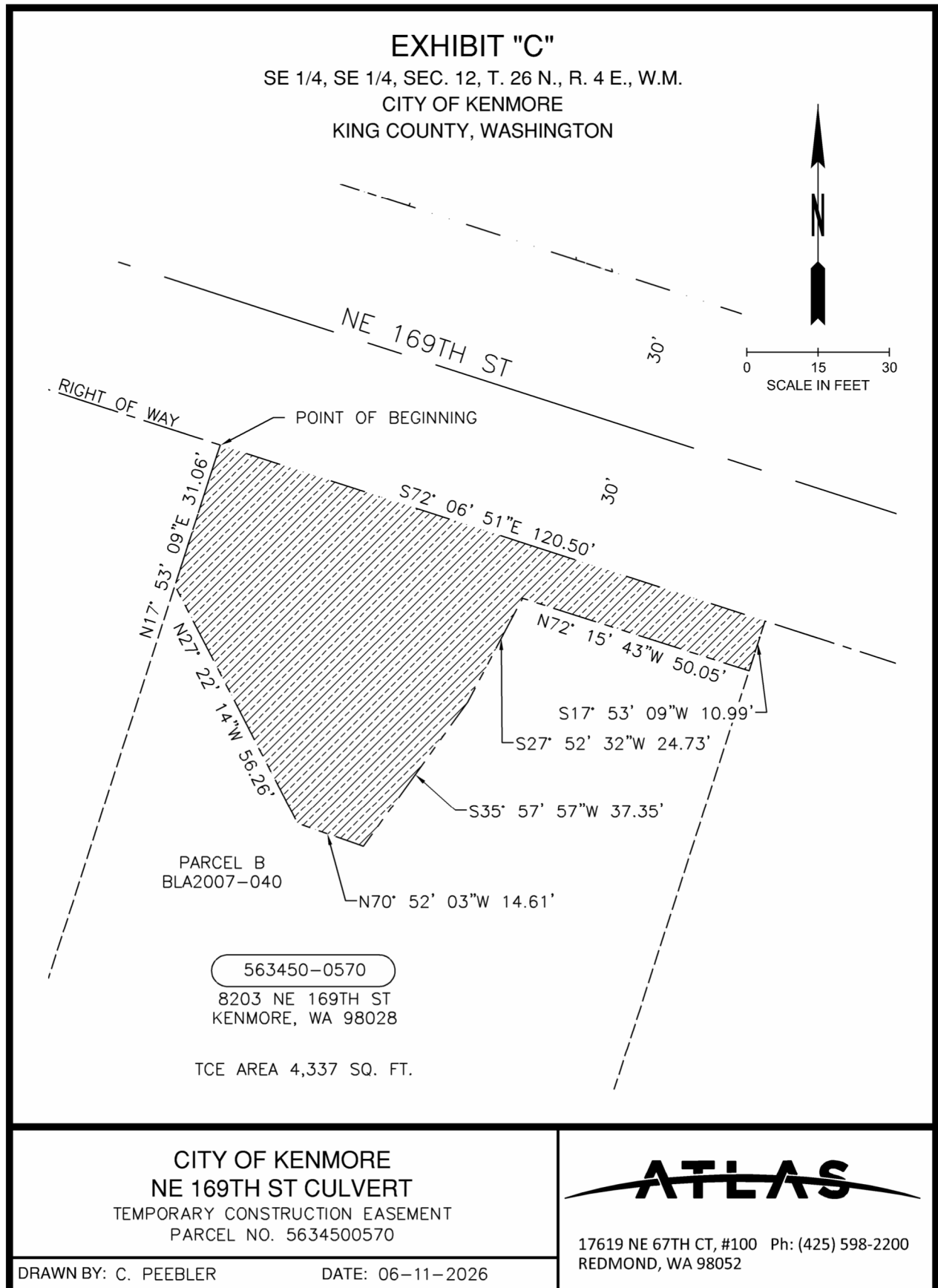


EXHIBIT A

GRANTOR'S PARCEL KING COUNTY TAX PARCEL NO. 563450-0570

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID SUBDIVISION AT A POINT NORTH 0°57'20" EAST 832.75 FEET FROM THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 73°52'00" WEST 804.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 16°08'00" WEST 363.78 FEET;

THENCE SOUTH 37°29'10" EAST 120.00 FEET;

THENCE NORTH 51°50'53" EAST 91.44 FEET;

THENCE NORTH 16°08'00" EAST 360.72 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 73°52'00" WEST;

THENCE NORTH 73°52'00" WEST 150 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTHEASTERLY 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 3061594;

(BEING KNOWN AS TRACT 16, BLOCK 9, MOORLANDS, ACCORDING TO THE UNRECORDED PLAT THEREOF);

(ALSO KNOWN AS PARCEL B, CITY OF KENMORE BOUNDARY LINE ADJUSTMENT NO. BLA2007-040 RECORDED JULY 26, 2006, UNDER KING COUNTY RECORDING NO. 20070726900001);

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF NORTHEAST 169th STREET, WHICH IS NORTH 00°57'20" EAST 801.67 FEET AND NORTH 73°52'00" WEST 682.30 FEET FROM THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1;

THENCE NORTH 73°52'00" WEST ALONG SAID SOUTHERLY LINE 20.00 FEET;

THENCE SOUTH 16°08'00" WEST 20.00 FEET;

THENCE SOUTH 73°52'00" EAST 20.00 FEET;

THENCE NORTH 16°08'00" EAST 20.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

TEMPORARY MONITORING EASEMENT

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF PARCEL B, CITY OF KENMORE BOUNDARY LINE ADJUSTMENT BLA2007-040, RECORDED UNDER KING COUNTY RECORDING NO. 20070726900001, RECORDS OF KING COUNTY, WASHINGTON, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY MARGIN OF NORTHEAST 169TH STREET;

THENCE SOUTH 72°06'51" EAST ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTHEAST 169TH STREET AND THE NORTH LINE OF SAID PARCEL B, 120.50 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B;

THENCE SOUTH 17°53'09" WEST 10.99 FEET ALONG THE EAST LINE OF SAID PARCEL B;

THENCE NORTH 72°15'43" WEST 50.05 FEET;

THENCE SOUTH 27°52'32" WEST 24.73 FEET;

THENCE SOUTH 35°57'57" WEST 37.35 FEET;

THENCE NORTH 70°52'03" WEST 14.61 FEET;

THENCE NORTH 27°22'14" WEST 56.26 FEET TO THE WEST LINE OF SAID PARCEL B;

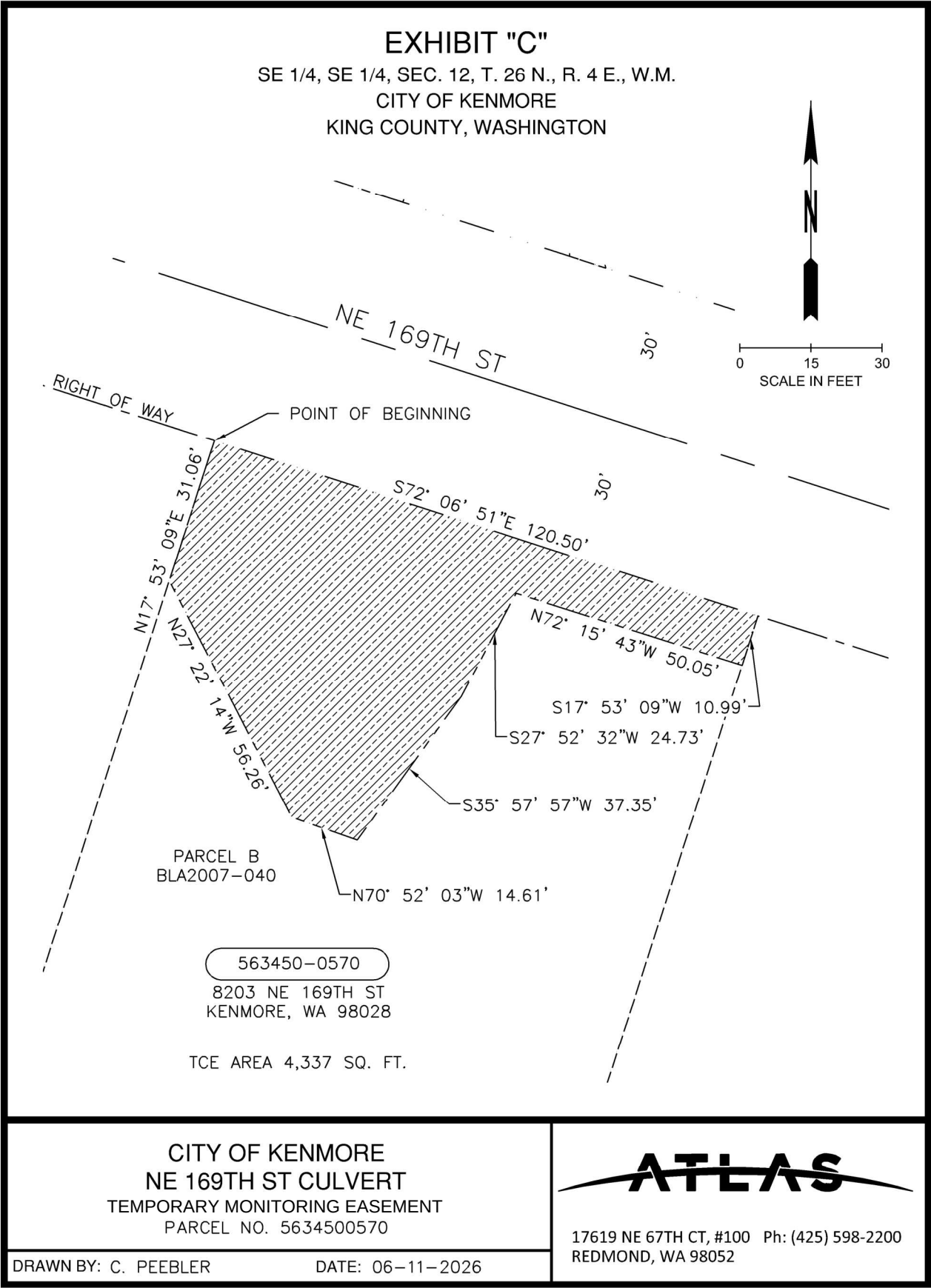
THENCE NORTH 17°53'09" EAST ALONG THE WEST LINE OF SAID PARCEL B, 31.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,337 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

6/30/2026





ATTACHMENT C

PROPERTY DESCRIPTION EXHIBITS FOR
TEMPORARY CONSTRUCTION EASEMENT AND TEMPORARY MONITORING EASEMENT
PARCEL ID 5634500641 (#8202 NE 169th St)

EXHIBIT A

GRANTOR'S PARCEL NO. 563450-0641

THAT PORTION OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON AND OF SECOND CLASS SHORELANDS ADJOINING, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID GOVERNMENT LOT 1 AT A POINT NORTH 0°57'20" EAST 832.75 FEET FROM THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 73°52'00" WEST 661.34 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 73°52'00" WEST 75.40 FEET;

THENCE NORTH 0°10'23" EAST TO THE SAMMAMISH RIVER;

THENCE EASTERLY ALONG SAID RIVER TO A POINT 72.50 FEET DISTANT EASTERLY FROM SAID LAST DESCRIBED BOUNDARY MEASURED AT RIGHT ANGLES TO SAME;

THENCE SOUTH 0°10'23" WEST TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTHERLY 30 FEET IN WIDTH THEREOF DEEDED TO KING COUNTY FOR ROAD UNDER KING COUNTY RECORDING NO. 3061594.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID GOVERNMENT LOT 1 AT A POINT NORTH 02°42'29" EAST 832.75 FEET FROM THE SOUTHEAST CORNER THEREOF, SAID POINT BEING THE INTERSECTION WITH THE CENTERLINE OF NE 169TH ST.;

THENCE NORTH 72°06'51" WEST ALONG THE CENTERLINE OF NE 169TH ST., A DISTANCE OF 736.74 FEET;

THENCE NORTH 01°55'32" EAST 31.20 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY MARGIN OF NE 169TH ST., AND THE **POINT OF BEGINNING**;

THENCE NORTH 1°55'32" EAST ALONG THE WEST PROPERTY LINE, A DISTANCE OF 23.37 FEET;

THENCE SOUTH 77°42'01" EAST 16.94 FEET;

THENCE NORTH 11°46'16" EAST 17.97 FEET;

THENCE NORTH 74°48'51" WEST 20.28 FEET TO THE WEST PROPERTY LINE;

THENCE NORTH 01°55'32" EAST ALONG THE WEST PROPERTY LINE 30.60 FEET;

THENCE SOUTH 77°17'17" EAST 11.19 FEET;

THENCE SOUTH 51°17'44" EAST 18.00 FEET;

THENCE SOUTH 78°12'35" EAST 47.80 FEET TO THE EAST PROPERTY LINE;

THENCE SOUTH 01°55'32" WEST ALONG THE EAST PROPERTY LINE 72.96 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF NE 169TH ST.;

THENCE NORTH 72°06'51" WEST ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NE 169TH ST., A DISTANCE OF 75.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,804 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

7/02/2026



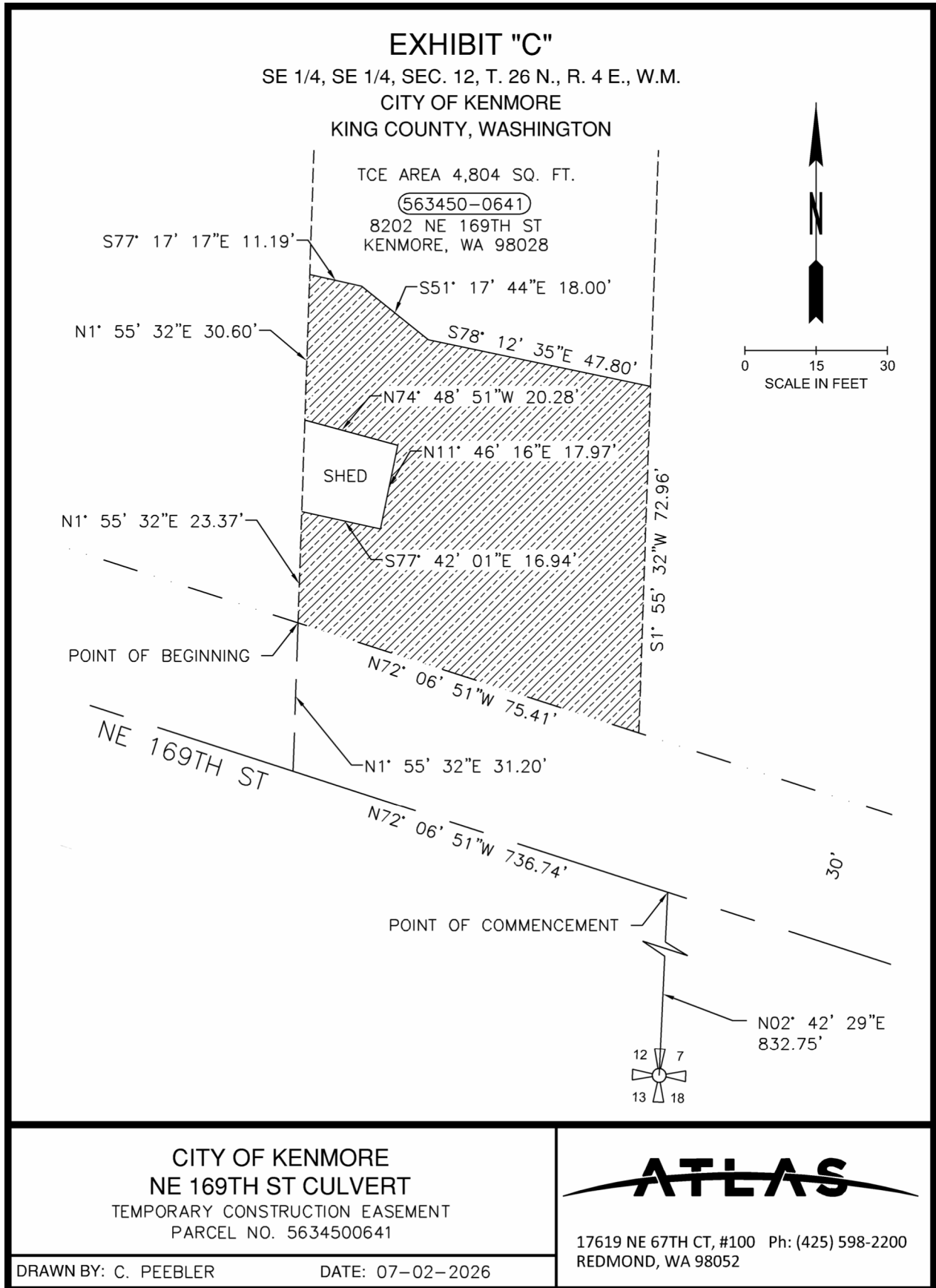


EXHIBIT A

GRANTOR'S PARCEL NO. 563450-0641

THAT PORTION OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON AND OF SECOND CLASS SHORELANDS ADJOINING, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID GOVERNMENT LOT 1 AT A POINT NORTH 0°57'20" EAST 832.75 FEET FROM THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 73°52'00" WEST 661.34 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 73°52'00" WEST 75.40 FEET;

THENCE NORTH 0°10'23" EAST TO THE SAMMAMISH RIVER;

THENCE EASTERLY ALONG SAID RIVER TO A POINT 72.50 FEET DISTANT EASTERLY FROM SAID LAST DESCRIBED BOUNDARY MEASURED AT RIGHT ANGLES TO SAME;

THENCE SOUTH 0°10'23" WEST TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTHERLY 30 FEET IN WIDTH THEREOF DEEDED TO KING COUNTY FOR ROAD UNDER KING COUNTY RECORDING NO. 3061594.

EXHIBIT B

TEMPORARY MONITORING EASEMENT

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID GOVERNMENT LOT 1 AT A POINT NORTH 02°42'29" EAST 832.75 FEET FROM THE SOUTHEAST CORNER THEREOF, SAID POINT BEING THE INTERSECTION WITH THE CENTERLINE OF NE 169TH ST.;

THENCE NORTH 72°06'51" WEST ALONG THE CENTERLINE OF NE 169TH ST., A DISTANCE OF 736.74 FEET;

THENCE NORTH 01°55'32" EAST 31.20 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY MARGIN OF NE 169TH ST, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 1°55'32" EAST 23.37 FEET ALONG THE WEST PROPERTY LINE, TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE SOUTH 77°42'01" EAST 0.34 FEET;

THENCE SOUTH 14°13'24" EAST 26.57 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF NE 169TH ST.

THENCE NORTH 72°06'51" WEST ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NE 169TH ST, 8.04 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION;

COMMENCING AT THE AFOREMENTIONED POINT "A";

THENCE NORTH 01°55'32" EAST ALONG THE WEST PROPERTY LINE 40.67 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE WEST PROPERTY LINE NORTH 01°55'32" EAST 32.61 FEET;

THENCE SOUTH 77°17'17" EAST 6.08 FEET;

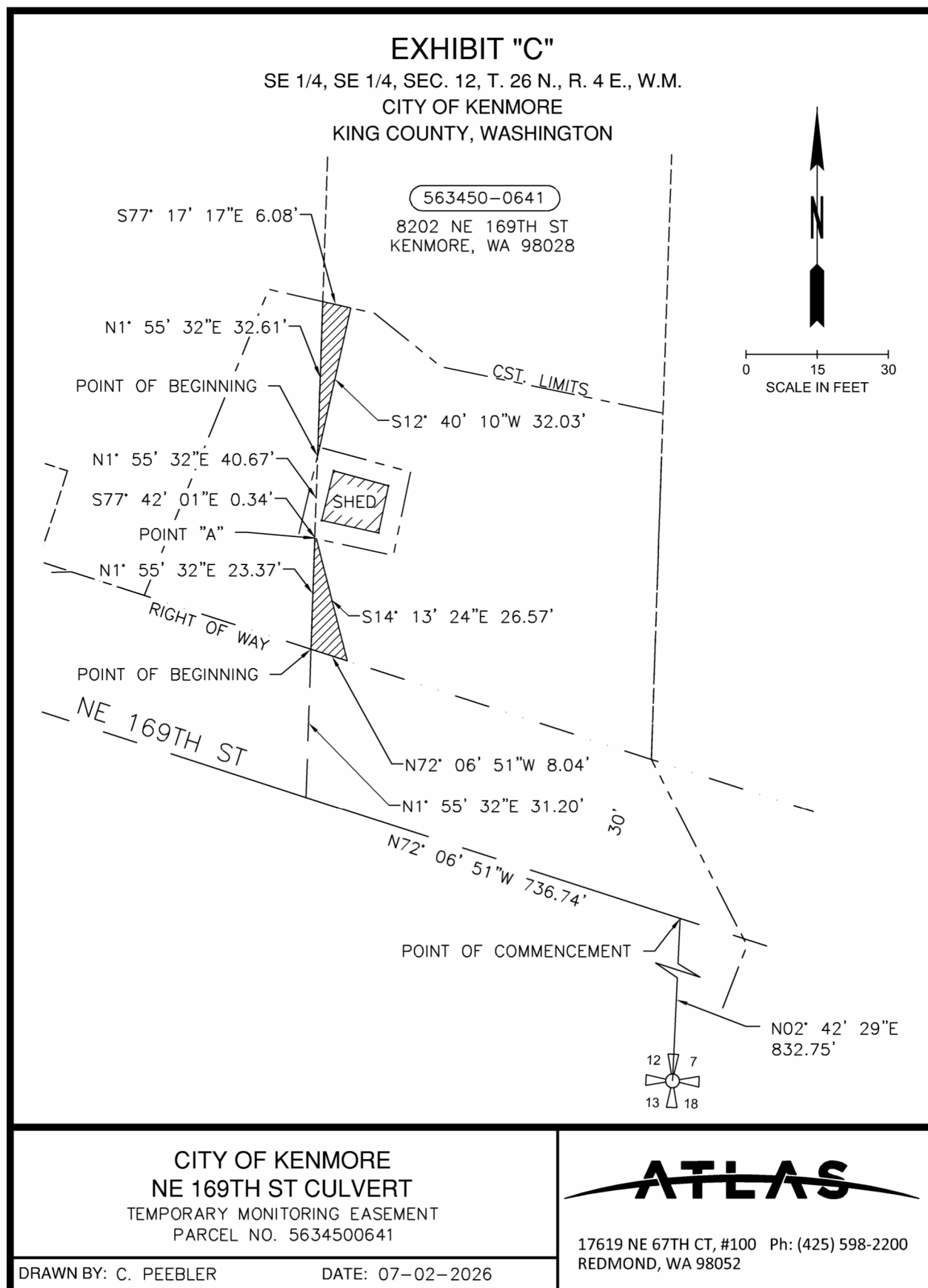
THENCE SOUTH 12°40'10" WEST 32.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A COMBINED AREA OF 192 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING, STATE OF WASHINGTON.

7/02/2026





Condemnation Ordinance for NE 169th St Culvert Replacement Project

Environmental Services Division (ESD)

Richard Sawyer, ESD Director

Andrew Silvia, ESD Project Manager



CITY OF KENMORE

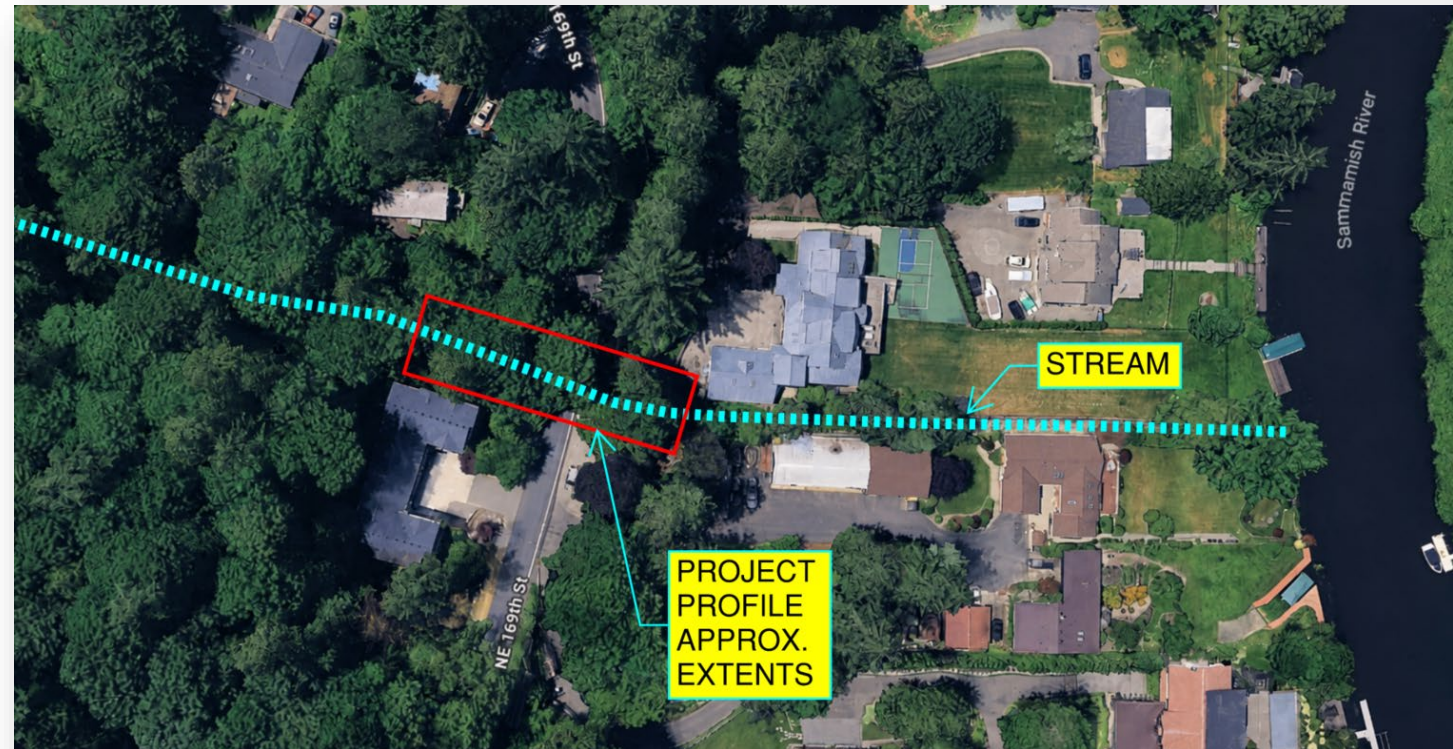
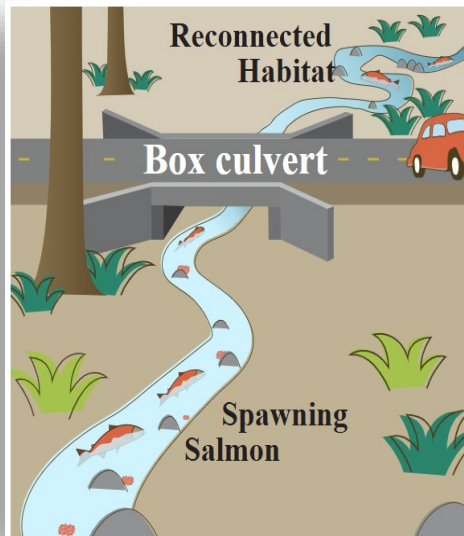
ENVIRONMENTAL SERVICES



Proposed Work on Private Property

Project Background

Project replaces undersized culvert under NE 169TH ST, enhances stormwater management, and removes fish passage barrier.



Images:

(Above) Project location at NE 169TH ST

(L) Origination of flooding at clogged culvert

(R) King County graphic illustrating habitat restoration due to culvert installation

Proposed Work on Private Property



Project Status

- Funding secured including \$750K King County grant
- Currently finishing final design
- Establishing property rights/access (this meeting)
- Permits in process
- Utility coordination in process
- Advertise early 2027
- Construction in summer 2027 (peak in July –Sept for in-stream work)

Proposed Work on Private Property

Property Rights Needed

- 3 private properties impacted
- 3 Temporary construction easements
 - Construct improvements (stream modifications, grading, planting)
 - Equipment and materials staging
 - Anticipated duration: 5± months
- 3 Temporary monitoring easements
 - Inspect improvements (plants, stream improvements) following construction as required by permits
 - Anticipated duration: 3-5± years

No Permanent Acquisition Required – Only Temporary Access

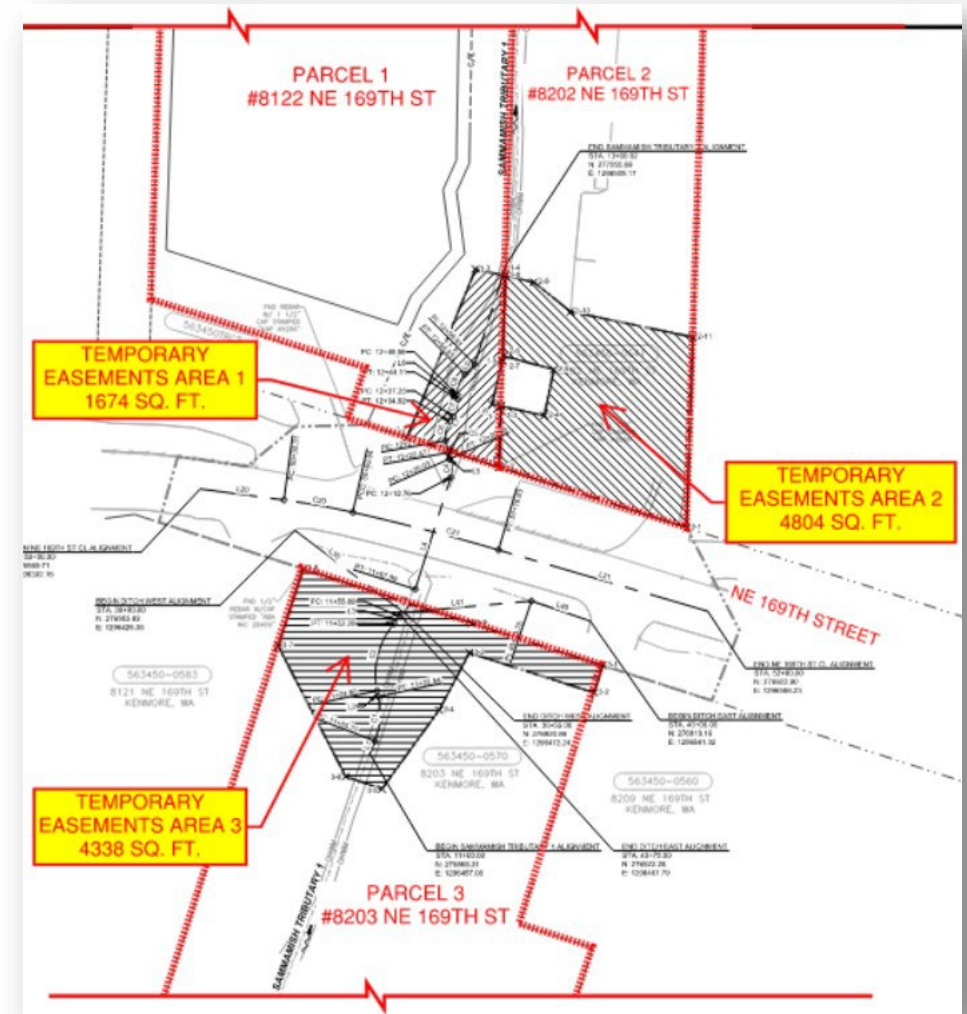


Image: Temporary easement areas

Proposed Work on Private Property



Condemnation Ordinance

- Authorizes staff to utilize eminent domain
- Not starting this process on any parcel at this time
- Authorizing now saves on time
- Listing all properties avoids singling out individual property owners

Proposed Work on Private Property



Steps Before Condemnation

- Present offer to property owner
- Good faith negotiations
- 30-day review of offer
 - We give each property owner 30 days to review
- Settlement negotiations if needed
 - The city enters into settlement negotiations if needed
- Option for Possession and Use
 - If a settlement cannot be agreed upon, we have the option of Possession and Use.
 - This allows the City to use the property while negotiations continue.
- Condemnation process if P&U not granted.

Proposed Work on Private Property



Recommendation

Adoption of Ordinance 26-0646 authorizing the acquisition by condemnation of certain property interests needed for the NE 169th St. Culvert Replacement Project.

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/27/2026

Subject/Topic:	Proposed Council Action/Motion:
Kenmore Inn Apartments Multifamily Tax Exemption Contract Department: Development Services Prepared by: Samantha Loyuk Development Services Director Attachments: 1. MFTE26-0028 Application Materials 2. City Manager Determination Memo 3. Resolution No. 26-450 4. Exhibit A of Resolution No. 26-450	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☒ Authorize ☐ Other: Adopt Resolution 26-450 approving the MFTE Contract for Kenmore Inn Apartments and authorizing the City Manager to execute the agreement and take actions necessary to implement MFTE process established by Chap. 3.65 KMC.

Approvals:

Department Head SL 7/10/26 City Attorney DR 7/10/26 Finance Director MM 7/15/26 City Manager TK 7/10/26 Optional Initials & Date

Summary/Background:

This agenda item requests that the City Council adopt Resolution No. 26-450, approving a Multifamily Tax Exemption (MFTE) contract for the Kenmore Inn Apartments project located at 8202 NE Bothell Way, Kenmore, WA 98028. The project involves the conversion of a motel into legal multi-family rental housing. The project includes seven (7) dedicated affordable housing units reserved for low- to moderate-income households (50% AMI) and meets the eligibility criteria established in Kenmore Municipal Code (KMC) Chapter 3.65. Under the City's Code, Council approval of this contract via resolution is an administrative requirement necessary to implement the property tax exemption (KMC 3.65.060(A)).

Previous Council Action(s):

None.

Fiscal Consideration:

Approval of this resolution implements a property tax exemption on the value of qualifying residential improvements for the multifamily housing project. The anticipated exemption amount is not anticipated to exceed \$20,000 over a 12-year exemption period. While this temporarily impacts the

City's property tax base for the duration of the exemption period, it has no direct or immediate impact on the current operating budget.

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

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

This action aligns with the City's Equity Framework by leveraging the MFTE program to secure seven (7) affordable dwelling units.

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

Priority #4: Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.



CITY OF KENMORE



Land Use Application #1793947 - MFTE Application - Kenmore Apartments

Applicant

First Name		Last Name		Company Name	
Christopher		Garnett			
Number	Street	Apartment or Suite Number		E-mail Address	
18920	25th Ave SE			garnettinvestmentsllc@gmail.com	
City	State	Zip	Phone Number		Extension
Bothell	WA	98012	(206) 457-3367		

Contractor

Company Name					
Number	Street	Apartment or Suite Number			
City	State	Zip	Phone Number		Extension
State License Number		License Expiration Date	UBI #	E-mail Address	

Project Location

Number	Street	Floor Number	Suite or Room Number
8202	NE BOTHELL WAY		
City	Zip Code	County Parcel Number	
KENMORE	98028	0114101230	
Associated Building Permit Number		Tenant Name	
BLD25-0050			
Additional Information (i.e. equipment location or special instructions).			
Work Location			

Property Owner

First Name	Last Name or Company Name		
*	BOTHELL APARTMENT HOLDING LLC		
Number	Street	Apartment or Suite Number	
8202	NE Bothell Way		
City	State	Zip	
Kenmore	WA	98028	

Certification Statement - The applicant states:

I certify that I am the owner of this property or the owner's authorized agent. If acting as an authorized agent, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such application. I have furnished true and correct information. I will comply with all provisions of law and ordinance governing this type of application. If the scope of work requires a licensed contractor to perform the work, the information will be provided prior to permit issuance.

Date Submitted: 4/30/2026 Submitted By: Christopher Garnett



CITY OF KENMORE



Land Use Application #1793947 - MFTE Application - Kenmore Apartments

Project Contact**Company Name:****Name:** Christopher Garnett **Email:** garnettinvestmentsllc@gmail.com**Address:** 18920 25th Ave SE **Phone #:** (206) 457-3367
Bothell WA 98012

Project Type	Activity Type	Scope of Work
Any Project Type	Deviations, Modifications, Variances, or Waivers	Multifamily Tax Exemption (MFTE)

Project Name: MFTE Application - Kenmore Apartments**Description of Work:** MFTE Application**Project Details****Scope of Work**

Work Description

MFTE Application for the Kenmore Apartments permit
#BLD25-0050**Development Type**

Determination

Development Activity

This is redevelopment

Quantity and Size Specifications

Number of buildings	1
Number of dwelling units	27



Jurisdiction:Kenmore

Project Name: MFTE Application - Kenmore Apartments

Application ID: 1793947

Supplemental Name: MFTE

Is the subject property located within a residential targeted area? See Kenmore Municipal Code (KMC) section 3.65.030 for more information.

Yes

Under KMC 3.65.050, MFTE applications must be filed before any building or construction permits are issued. Please confirm the current permit status of your project:

Yes: I confirm that no construction permits have been issued for this project

Please list all pending or approved permits and/or land use actions associated with this project (e.g., SEPA, Site Plan Review, Building Permit applications, etc.).

BLD25-0050 SEPA23-0007

101

CITY OF KENMORE, WA PERMIT APPLICATION

18120 68th Ave NE, Kenmore, WA 98028

425-398-8900

www.kenmorewa.gov

Permit Type(s): MFTE

Project Name: Kenmore Apartments MFTE

Project Description: MFTE Application

MFTE26-0028

Application Permit Number

PRJ22-0050

Project Number

4/30/2026

Date Received

STAFF USE AREA

Property Address: 8202 NE Bothell Way, Kenmore WA 98028

Floor and Suite #:

Parcel Number: 011410-1230

Legal Description: ALDERWOOD MANOR #14 LOT 2 KC SHORT PLAT NO 477063 REC NO 78012.

Applicant: Christopher Garnett

Phone: 206-457-3367

Address: 18920 25th Ave SE

City, State: Bothell, WA

Email address: garnettinvestmentsllc@gmail.com

Zip: 98012

Property Owner: Bothell Apartment Holding LLC

Phone:

Address: 18920 25th Ave SE

City, State: Bothell, WA

Email address: garnettinvestmentsllc@gmail.com

Zip: 98012

Professional Contractor:

Phone:

Address:

City, State:

Email address:

Zip:

License #:

Expiration Date:

State UBI#:

Has the contractor obtained a City of Kenmore business license endorsement, as required to operate within city limits? ☐ Yes ☐ No ☐ Unsure

Contact Person: Christopher Garnett

Phone: 206-457-3367

Address:

City, State:

Email address:

Zip:

In accordance with RCW 19.27.095, for construction projects over \$5,000, please provide one of the following: (1) The name, address, and phone number of the lender administering interim construction financing; or (2) The name and address of the company that has issued a payment bond, provided the bond covers at least 50% of the total project cost and is issued on behalf of the prime contractor for the owner's protection. If the project is self-financed, please indicate "self-financed."

Lender or Bond Issuer:

☒ Self-financed

Address:

City, State:

Phone:

Zip:

All provisions of laws and ordinances governing this type of work will be complied with. I certify under penalty of perjury that the information provided on this application is true and correct and, further that I am authorized by the owner of the above premises to perform the work for which the permit application is made. I further agree to hold harmless the City of Kenmore as to any claim (including costs, expenses, and attorney's fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Kenmore, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as part of this application.

**OWNER OR LEGAL
REPRESENTATIVE:**

Christopher Garnett, Member Bothell Apartment Holding LLC

Print Name

Signature

4/30/26

Date

I hereby authorize City of Kenmore representatives to inspect my property Monday-Friday between the hours of 8:00 a.m. and 5:00 p.m. during this permit application process.

102**CITY OF KENMORE, WA
OWNER AUTHORIZATION**18120 68th Ave NE, Kenmore, WA 98028

425-398-8900

www.kenmorewa.gov

Staff use Area

Permit Number: **MFTE26-0028****Project Number:** **PRJ22-0050****EXCLUSIVE OWNER'S STATEMENT**

I, Christopher Garnett, Managing member
Bothell Apartment Holding LLC being duly sworn, depose and say that I am the legal owner and applicant for
MFTE Application (permit type) which affects parcel(s)
011410-1230 and that the statements, answers, and information provided to the City of
Kenmore by me or on my behalf are in all respects true and correct to the best of my knowledge and belief.

I acknowledge that there will be fees associated to this application type which I am responsible for ("financially responsible party") and that pursuant to the Kenmore Municipal Code (KMC), all invoiced fees shall be due and payable on or before the thirtieth day after receipt of an invoice. A late penalty payment equal to one and one-half percent of the delinquent unpaid balance, compounded monthly, shall be assessed on the delinquent unpaid balance.

OWNER PRINTED NAME: Christopher Garnett, Managing member
Bothell Apartment Holding LLC

OWNER SIGNATURE: _____

DATE: 4/30/2026**JOINT OWNER'S STATEMENT**

I, _____ being duly sworn, depose and say that I am a legal owner of the parcel(s)
affected by this application described as parcel number(s) _____, which is jointly
owned by _____ (list all owners). I also depose to say that the statements,
answers, and information provided to the City of Kenmore by me or on my behalf are in all respects true and correct to
the best of my knowledge and belief.

I acknowledge that there will be fees associated to this application type which I am responsible for ("financially responsible party") and that pursuant to the Kenmore Municipal Code (KMC), all invoiced fees shall be due and payable on or before the thirtieth day after receipt of an invoice. A late penalty payment equal to one and one-half percent of the delinquent unpaid balance, compounded monthly, shall be assessed on the delinquent unpaid balance.

OWNER PRINTED NAME: _____

OWNER SIGNATURE: _____

DATE: _____

260

CITY OF KENMORE, WA

MULTI-FAMILY TAX EXEMPTION (MFTE) CHECKLIST

18120 68th Ave NE, Kenmore, WA 98028

425-398-8900

www.kenmorewa.gov

Project Number: **MFTE26-0028**Parent Number: **PRJ22-0050**

Related Permit(s): BLD25-0050, SEPA23-0007

SECTION 1: HOW TO USE THIS CHECKLIST

This checklist establishes the minimum submittal requirements an applicant must provide to the City of Kenmore ("City") for application acceptance. Failure to provide any of the required items will result in the application not being accepted. Acceptance of an application does not constitute a determination of completeness.

Each item on this checklist must be confirmed as included in the submittal. If an applicant believes a listed item is not applicable, the applicant must contact the appropriate department for verification prior to application intake.

SECTION 2: IMPORTANT INFORMATION

- This application can be applied for online at www.MyBuildingPermit.com ("MBP") or in-person at Kenmore City Hall, by appointment. To schedule an appointment email permittech@kenmorewa.gov.
- Application fees are due at intake, upon receipt (see fee schedule).
- Forms are available online at www.kenmorewa.gov/developmentservices.
- For questions about the submittal process, please contact Development Services at 425-398-8900 or via email at permittech@kenmorewa.gov.

SECTION 3: REQUIRED DOCUMENTS

- ☒ **Application Form** (form #101)
- ☒ **Owner Authorization** (form #102)
- ☒ **Project Narrative**
 - A detailed description of the project.
 - Describe all land use decisions and permit applications that have been submitted, approved, or issued to date.
- ☒ **Applicant's Statement of Compliance**
 - A detailed explanation of how the proposal meets the eligibility criteria outlined in Chapter 3.65 of the Kenmore Municipal Code (KMC).
 - For rehabilitation of an existing vacant structure, verification of noncompliance with building code and affidavit verifying that existing dwelling units have been vacant for a period of 12 months prior to filing application (provide date range of vacancy).
- ☒ **Owner Acknowledgement of Tax Liability**
 - A statement, signed by all property owners, acknowledging potential tax liability if the property ceases to be eligible for exemption.

SECTION 4: REQUIRED PLANS

- ☒ **Site Plan**
 - Minimum sheet size of 18" x 24", drawn to a legible scale
 - Property lines and adjacent streets
 - Property address and parcel number
 - Total site area (in square feet)
 - Parking stall layout and count
 - Pedestrian walkways
 - Trash enclosure locations
 - Location, dimensions, and use of all easements
- Existing site features, including:
 - Structures
 - Driveways
 - Walkways and pedestrian paths
 - Parking areas
 - Trash enclosures
 - Trees and landscaping
 - Boundaries and designations of critical areas and buffers



Floor Plans

MFTE26-0028

- Minimum sheet size of 18" x 24", drawn to a legible scale
- Overall building dimensions and scale
- Room layout and names/labels
- Unit number and use (e.g., retail, office, residential)
- Level of affordability (AMI, if applicable)
- Interior and exterior walls (with thicknesses)
- Doors (location, size, and swing direction)
- Windows (location and size)
- Stairs (if applicable)
- Fixed elements (cabinets, counters, plumbing fixtures, built-ins)
- Structural elements (columns, beams, load-bearing walls)
- Circulation paths (hallways, corridors)
- Room dimensions and key measurements
- Elevation markers or section callouts (if included)
- Symbols and legend
- North arrow (if orientation is relevant)
- Title block (project name, address, date, designer/architect)

Acknowledgment of tax liability by members

I/We the current managing member(s) of Bothell Apartment Holding LLC, which is the current owner of the property located at 8202 NE Bothell Way in Kenmore WA acknowledge that Bothell Apartment Holding LLC could face potential tax liability if the property ceases to be eligible for exemption.

DocuSigned by:
Joseph Wanagel
Date 4/25/2026
Joseph Wanagel, Member
Bothell Apartment Holding LLC

DocuSigned by:
Christopher Garnett
Date 4/25/2026
Christopher Garnett, Member
Bothell Apartment Holding LLC

Project Narrative

This MFTE application is in reference to permits: BLD25-0050, SEPA23-0007

The address for this project is: 8202 NE Bothell Way, Kenmore

The project is a use change/update from Motel to Apartments

Applicant's Statement of Compliance

As previously stated in the earlier permit packages, the property has been historically used for long term and short term tenants. When the property was originally built there was only an R1 designation. As time progressed an R2 designation was created in code and buildings that fell under the R2 category operated under R2 designation automatically. If the building is recognized as an R2 building (suited for both long term and short term stays) then we do not meet the criteria for an MFTE and at the same time we would not have any need for a change of use. If the change of use is needed, this would satisfy the verification of noncompliance.

The second criteria is an affidavit of an existing vacant structure. While this would typically mean that a statement is sufficient to move forward, the city has asked that proof be provided alongside this statement: between January 1st 2023 and December 31st 2023 the property located at 8202 NE Bothell Way was completely vacant. The evidence, which is attached to this letter is the water and sewer utility bills as well as a current bill.

000003332708 ▼ 8202 NE Bothell Way Kenmore, WA 98028-1825

Detailed Account History

Start Date

01/01/2023

End Date

12/31/2023

SEARCH

	Date	Type	Amount	Balance	Reference	Reason
	12/1/2023	Payment	(\$302.43)	\$0.00	Auth: 000159795655	Online-Check
	12/1/2023	Payment Discount	(\$15.12)	\$302.43	Payment Discount	
	11/15/2023	Charge	\$317.55	\$317.55		Discount due \$302.43 by 12/15/2023
	10/2/2023	Payment	(\$302.43)	\$0.00	Auth: 000154195191	Online-Check
	10/2/2023	Payment Discount	(\$15.12)	\$302.43	Payment Discount	
	9/15/2023	Charge	\$317.55	\$317.55		Discount due \$302.43 by 10/15/2023
	7/31/2023	Payment	(\$298.66)	\$0.00	Auth: 000148413671	Online-Check
	7/31/2023	Payment Discount	(\$14.93)	\$298.66	Payment Discount	
	7/15/2023	Charge	\$313.59	\$313.59		Discount due \$298.66 by 8/14/2023
	6/2/2023	Payment	(\$273.38)	\$0.00	Auth: 000143167631	Online-Check
	6/2/2023	Payment Discount	(\$13.67)	\$273.38	Payment Discount	
	5/15/2023	Charge	\$287.05	\$287.05		Discount due \$273.38 by 6/14/2023
	4/24/2023	Payment	(\$431.74)	\$0.00	Auth: ch_3N0TdVCxFvUQhInV141gzWaW	Online-Credit Card

* Transaction is pending

1 2 >

000003332708 : Bothell Ap
8202 NE Bothell Way Kenmore, WA 98028-1825

Detailed Account History

Start Date

01/01/2023

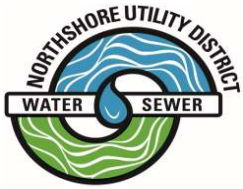
End Date

12/31/2023

SEARCH

	Date	Type	Amount	Balance	Reference	Reason
	4/24/2023	Transfer	\$144.69	\$431.74	Transfer from: 000000252480 - 000000000252480	
	3/15/2023	Charge	\$287.05	\$287.05		Discount due \$273.38 by 4/14/2023
	2/16/2023	Payment	(\$287.05)	\$0.00	Auth: ch_3McK1ZCxFvUQHlnV0EzIOXAo	Online-Credit Card
	1/15/2023	Charge	\$287.05	\$287.05		Discount due \$273.38 by 2/14/2023

* Transaction is pending



Northshore Utility District
P.O. Box 82489
Kenmore, WA 98028-0489



How to Pay Your Bill

MFTE26-0028

Online: <https://paymybill.nud.net>

By Mail: Use remittance coupon below

By Phone: (844) 915-2400

Drop-Box Location: 6830 NE 185th St.

Kenmore, WA 98028-2684



How to Contact Us

Please contact our customer service department for questions or inquiries.

Email: billing@nud.net

Phone: (425) 398-4400

Website: www.nud.net



Billing Summary

Prior Statement Balance	\$10,826.55
Payments & Discounts	\$-10,826.55
Current Billing Period	01/15/2026 - 03/15/2026
Current Charges	\$4,916.69
Total Including Past Due	\$4,916.69



Messages



Heat Advisory Reactivation

For temporary reactivation, due to a heat related alert

(Excessive heat warning, heat advisory, excessive heat watch or similar alert for the service area)

Contact (425) 398-4400 | After Hours (425) 608-3751

*All past due balances must be paid immediately.
Past due balances are charged a 10% late fee.*

If you are enrolled in AutoPay, payments are processed within 5 days prior to discount due date at the time of enrollment. Balances prior to setting up AutoPay need to be paid manually.

Detach here and remit lower portion with payment.

Bothell Apartment Holding, LLC
Christopher Garnett, Owner
18920 25th Ave SE
Bothell, WA 98012

Customer #: 3332708
Location #: 252480
Service Address: 8202 NE Bothell Way
Billing Period: 01/15/2026 - 03/15/2026

Make checks payable to: NUD

Amount Enclosed: \$

AMOUNT DUE (Due 5/14/26): \$4,916.69
(Payments must be received by the specified due dates.)



PAYMENTS ONLY

Northshore Utility District
P.O. Box 82489
Kenmore, WA 98028-0489



Billing Details 3332708

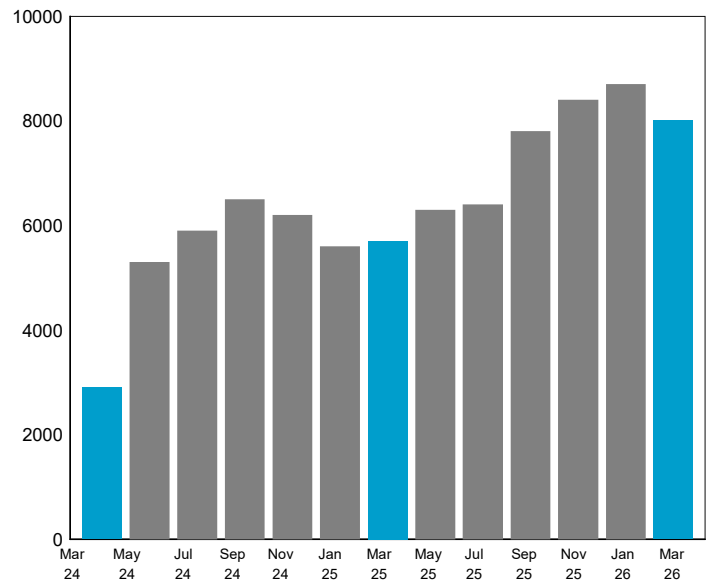
Prior Statement Balance	\$10,826.55
Payments & Discounts	\$-10,826.55

CURRENT CREDITS/CHARGES

Water Base	\$920.16
Water Usage	\$306.40
Sewer Base	\$3,456.00
Franchise Fee	\$234.13
Miscellaneous	\$4.00
Subtotal Current Charges	\$4,920.69
Total Charges	\$4,916.69



Water Usage History



Water Meter Information

Meter Number	Previous Read	Current Read	Usage (CF) Cubic Feet	Usage (HCF) Hundred Cubic Feet
43658924	626,790 on 1/5/26	634,860 on 3/2/26	8000	80

Did you know?

748 gallons is equal to 100 cubic feet.

On average, 8,760 gallons of water are wasted per household annually due to over watering lawns and gardens.

A healthy lawn only needs about 1-inch of water a week, even during the hot summer months.

An average car wash uses 150 gallons of water and the average use of 50 gallons of water to pressure wash a driveway. **Using a spray nozzle to wash a car or sweeping debris prior to pressure washing, can conserve on water and costs.**

Please visit paymybill.nud.net to:



Set up online
billing &
autopay



Track and
compare usage



Go Green

Sign up for paperless billing at
paymybill.nud.net.

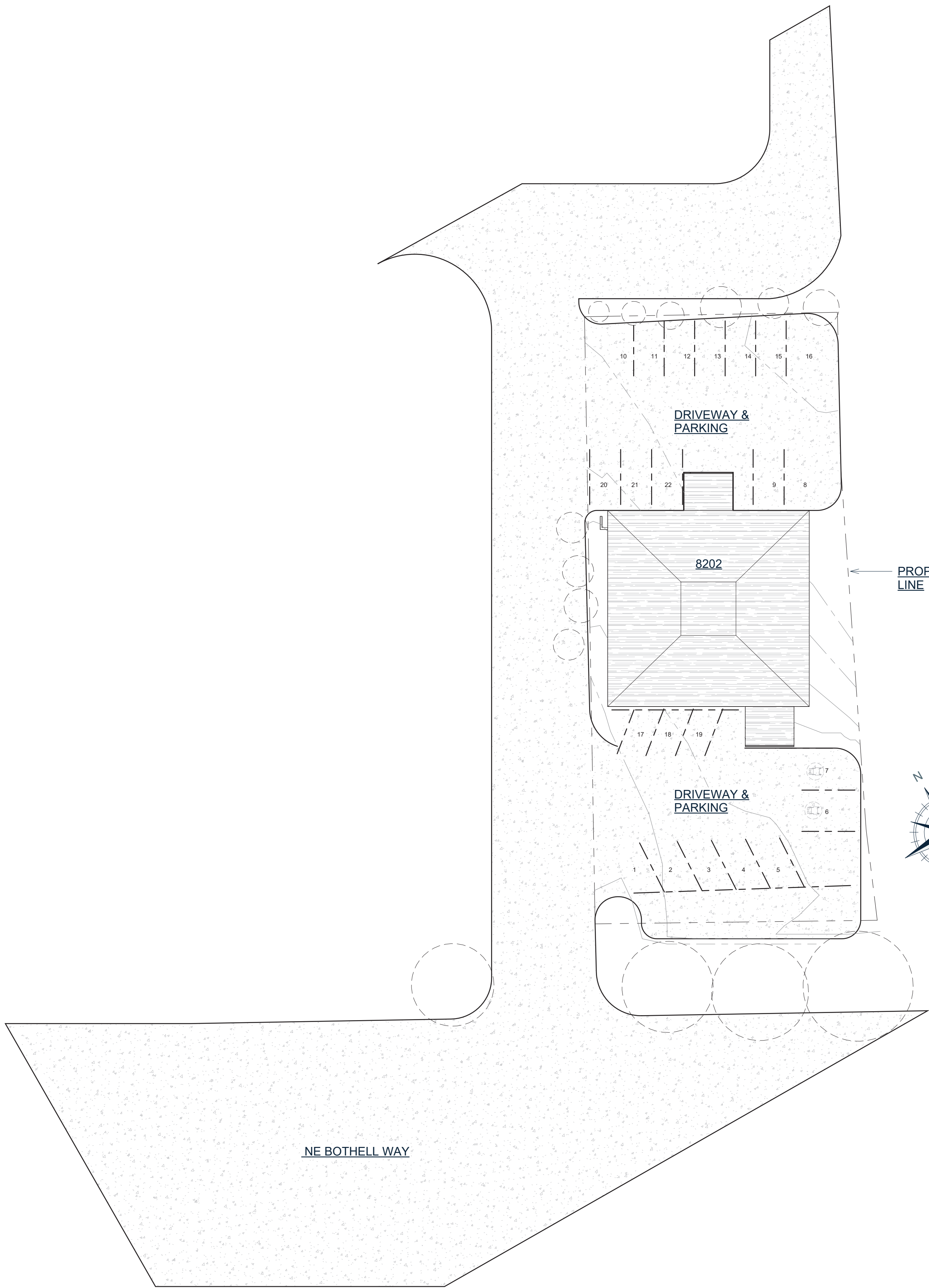
Once logged into your account, select
"I want to change my communication
preferences."



Stay informed
with increased
access to your
billing history



Customize your
own communication
preferences and
notifications



NAME: BOTHELL APARTMENT HOLDING L
ADDRESS: 8202 NE BOTHELL WAY 98028
PARCEL: 011410-1230
LOT AREA: 12,390 SF
LEGAL: ALDERWOOD MANOR #14 LOT 2 KC SHORT PLAT NO 477063 REC NO 7801240956 SD PLAT DAF - ALL LOT 21 & NLY 255.97 FT OF 22 LESS S 10.5 FT FOR RD PER REC # 20070116001671

PLAT BLOCK: 15
PLAT LOT: 21-22
ZONING: UC
PRESENT USE: APARTMENT(SUBSIDIZED)

1 SITE PLAN
1" = 20'-0"



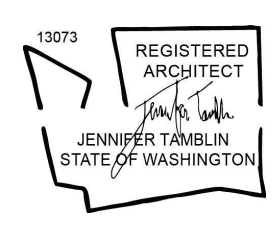


DRIFT
INTERIOR ARCHITECTURE

103 91st Ave SE, Lake Stevens, WA 98258

4254780327

www.drift-ia.com



REGISTERED ARCHITECT
JENNIFER TAMBLYN
STATE OF WASHINGTON

Registered Architect in WA State

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Kenmore Apartments

CLIENT NAME
Bothell Apartment Holding LLC

PROJECT ADDRESS
8202 NE BOTHELL WAY 98028

BUILDER NAME

BUILDER CONTACT

BUILDER ADDRESS

REV #	DATE	DESCRIPTION
1	Date 1	Revision 1

STATUS: PERMIT

DPS PERMIT NUMBER:

BNA Project number: XXXXXX

DRAWN BY: Author

SHEET NAME: SITE PLAN & ZONING

SHEET NO: Z001

Scale 1" = 20'-0"

ORIGINAL DRAWING SIZE IS 36" X 24" DO NOT SCALE DRAWINGS FOR MEASUREMENTS

Page 115 of 304

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FILE PATH:

PLOT DATE: 10-12-2025 16:09:33

GENERAL NOTES

1. THESE GENERAL NOTES IN NO WAY RELIEVE THE GENERAL CONTRACTOR FROM THE RESPONSIBILITIES DOCUMENTED IN A201 GENERAL CONDITIONS AND SUPPLEMENTAL GENERAL CONDITIONS OR INFORMATION CONTAINED WITHIN THE CONSTRUCTIONS DRAWINGS AND SPECIFICATIONS. 2. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK OF ALL TRADES TO ASSURE COMPLIANCE WITH DRAWINGS AND SPECIFICATIONS.

CODES:

3. ALL WORK SHALL CONFORM TO APPLICABLE BUILDING CODES AND ORDINANCES. ANY CONFLICT WHERE THE METHODS OR STANDARDS OF INSTALLATION OF THE MATERIAL SPECIFIED DO NOT EQUAL OR EXCEED THE REQUIREMENTS OF THE CODE OR ORDINANCES, CODE OR ORDINANCES SHALL GOVERN. IF AND WHEN THIS OCCURS, NOTIFY THE ARCHITECT IMMEDIATELY. SUBSECTIONS OF THE CODE ARE LISTED HERE FOR GENERAL REFERENCE BUT IN NO WAY RELEASES THE GENERAL CONTRACTOR FROM CONFORMING TO ALL APPLICABLE CODES AND ORDINANCES.

APPLICABLE CODES:

- 2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
- 2021 INTERNATIONAL BUILDING CODE (IBC)
- 2021 INTERNATIONAL MECHANICAL CODE (IMC)
- 2021 INTERNATIONAL FIRE CODE (IFC)
- 2021 INTERNATIONAL PLUMBING CODE (IPC)
- 2021 NATIONAL ELECTRICAL CODE (NEC)
- 2017 ICC A117.1 ACCESSIBILITY STANDARD
- KENMORE MUNICIPAL CODE

CONSULTANT DRAWINGS:

4. CONSULTANTS' DRAWINGS, INCLUDING BUT NOT LIMITED TO STRUCTURAL, CIVIL, MECHANICAL, ELECTRICAL, AND INTERIOR DESIGN ARE SUPPLEMENTARY TO THESE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY AND ALL DISCREPANCIES IDENTIFIED BETWEEN THE CONSULTANTS' DRAWINGS WITH A WRITTEN REQUEST FOR CLARIFICATION. WORK INSTALLED IN CONFLICT WITH THESE DRAWINGS AND SPECIFICATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

CONSTRUCTION:

5. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION . WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED, BUT ARE OF A SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO APPROVAL BY THE ARCHITECT/CONSULTANT.

6. ALL INFORMATION RELATED TO ANY EXISTING CONDITIONS IS REPRESENTED TO THE BEST KNOWLEDGE OF THE ARCHITECT. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES THAT WOULD AFFECT THE CONSTRUCTION OF THE PROJECT PRIOR TO THE START OF WORK.

7. THE GENERAL CONTRACTOR SHALL INVESTIGATE EXISTING CONDITIONS PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES W/ THE INFO SHOWING IN THE DRAWINGS OR CONDITIONS WHICH AFFECT EXECUTION OF WORK.

8. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL ROUGH-IN DIMENSIONS FOR EQUIPMENT PROVIDED IN THE DRAWINGS AND SPECIFICATIONS, AND BY OTHERS,

9. CONTRACTOR SHALL PROVIDE ALL BLOCKING, BUCK-OUTS, BACKING AND JACKS AS REQUIRED.

10. SUBCONTRACTORS SHALL BE RESPONSIBLE FOR INSPECTING THE WORKMANSHIP OF SUBCONTRACTORS PRECEDING. DISCREPANCIES IN WORK SHALL BE REPORTED TO THE GENERAL CONTRACTOR IMMEDIATELY. FAILURE TO DO SO IN A TIMELY MANNER SHALL BE CONSTRUED AS ACCEPTANCE OF THAT PRECEDING WORK.

11. SUBCONTRACTORS SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT WORK CAUSED BY THE SUBCONTRACTOR, HIS AGENTS, OR EMPLOYEES. SUBCONTRACTOR SHALL REPAIR SAID DAMAGE AT THE SUBCONTRACTOR'S OWN EXPENSE.

DRAWING STANDARDS / DIMENSIONS:

12. DO NOT SCALE DRAWINGS, USE WRITTEN DIMENSIONS. WHERE DISCREPANCIES ARE FOUND CLARIFY IMMEDIATELY WITH ARCHITECT BEFORE PROCEEDING WITH WORK.

13. DIMENSIONS ARE TO THE FACE OF FRAMING, FACE OF CONCRETE, GRID LINES, OR CENTERLINE OF COLUMNS, DOORS AND WINDOWS UNLESS NOTED OTHERWISE.

COMPLIANCE METHOD (IEBC 2021):

THIS PROJECT FOLLOWS THE WORK AREA METHOD OF THE 2021 IEBC. ALL ALTERATIONS COMPLY WITH CHAPTERS 6–13 ACCORDINGLY.

OCCUPANCY:

EXISTING: R-1
PROPOSED: R-2 (PER CHANGE OF OCCUPANCY REQUIREMENTS, IEBC CH. 10)

CONSTRUCTION TYPE:

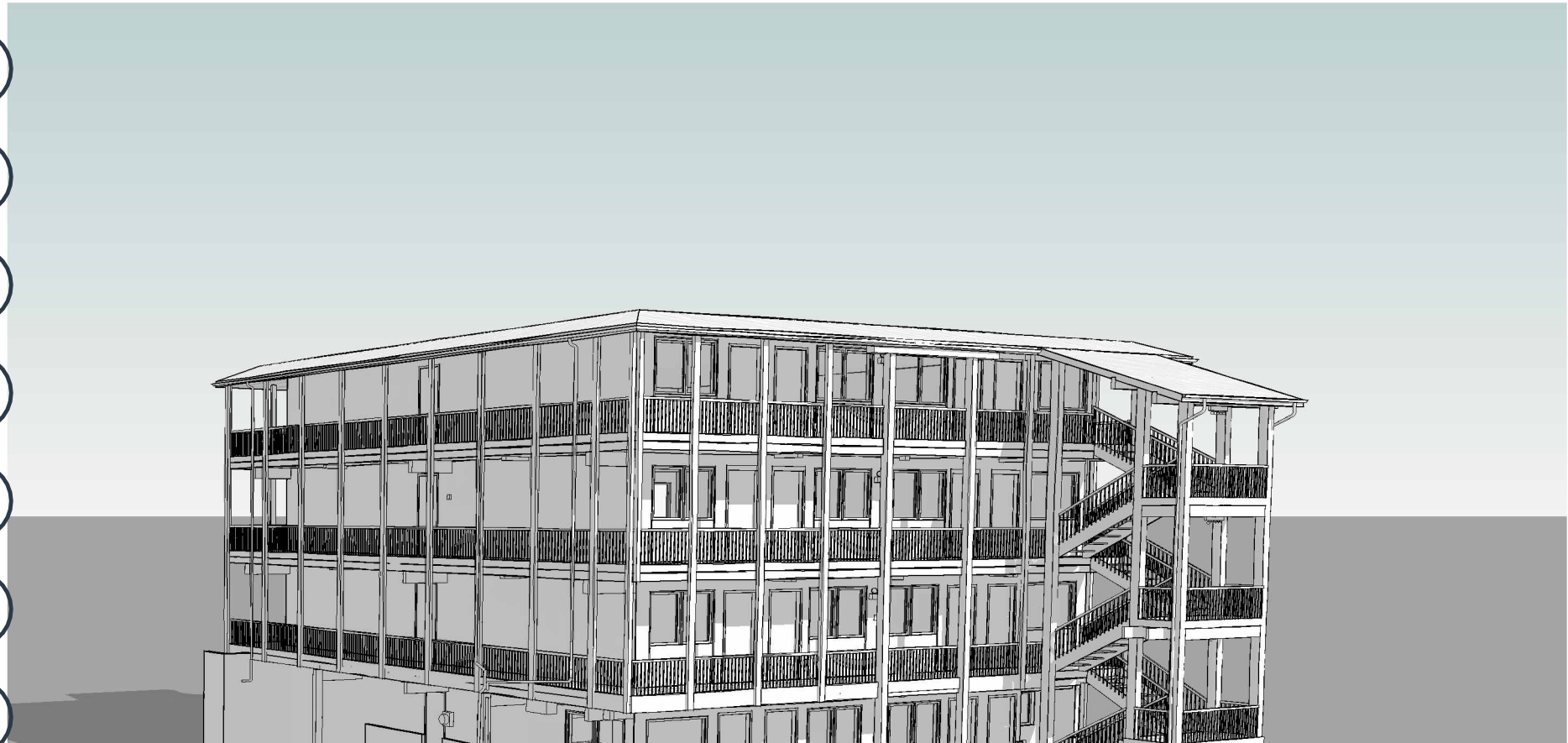
EXISTING TYPE V-B (NO CHANGE).

FIRE PROTECTION:

EXISTING FIRE ALARM AND SMOKE DETECTION UPDATED PER PLAN. EMERGENCY LIGHTING AND EXIT SIGNAGE ADDED WHERE REQUIRED.

Kenmore Apartments

8202 NE BOTHELL WAY 98028



BUILDING PERMIT SET



SITE



OCCUPANT LOAD SUMMARY (PER DWELLING UNIT METHOD)

1. TOTAL DWELLING UNITS: 27 (24 STUDIO UNITS + 3 BASEMENT UNITS)
2. OCCUPANT LOAD FACTOR: 2
OCCUPANTS PER UNIT (IBC R-2)
3. TOTAL OCCUPANT LOAD = **54**
OCCUPANTS [27 UNITS X 2 OCC/UNIT]

PROPERTY DATA

ADDRESS:
8202 NE BOTHELL WAY 98028

PARCEL NO:
011410-1230

JURISDICTION:
KENMORE

PROJECT LEGAL DESCRIPTION

ALDERWOOD MANOR #14 LOT 2 KC SHORT PLAT NO 477063
REC NO 7801240956 SD PLAT DAF - ALL LOT 21 & NLY 255.97 FT
OF 22 LESS S 10.5 FT FOR RD PER REC # 20070116001671
PLAT BLOCK: 15
PLAT LOT: 21-22

SCOPE OF WORK

CHANGE OF USE [R1 TO R2]
BUILDING IMPROVEMENTS TO DATE:
INITIAL PEST CONTROL: \$11,499
EXTERIOR PAINT: \$7,560
INTERIOR PAINT: \$25,211
FIXTURES: \$19,737
INTERIOR FLOORING: \$30,746
EXTERIOR RAILING REPLACEMENT: (SEE COMPLETED RAILING PERMIT)

DRAWING INDEX

Sheet No.	Sheet Name	Revision Date
G001	COVER SHEET	•
G002	ABBREVIATIONS, SYMBOLS AND LEGENDS	•
Z001	SITE PLAN & ZONING	•
A100	FLOOR PLAN	•
A101	FLOOR PLAN	•
A102	FLOOR PLAN	•
A103	FLOOR PLAN	•
A104	ROOF PLAN	•
A200	BUILDING ELEVATION	•
A201	BUILDING ELEVATION	•

PROJECT DIRECTORY

BOTHELL APARTMENT HOLDING LLC	
8202 NE BOTHELL WAY 98028	CLIENT
DRIFT INTERIOR ARCHITECTURE	
14526 107TH ST NE LAKE STEVENS, WA (E): JEN@DRIFT-IA.COM (P): 425-478-0327 CONTACT: JEN TAMBLIN	ARCHITECT
BUILDER	
BUILDER ADDRESS	BUILDER
ENGINEER	
ENGINEER ADDRESS	ENGINEER
OTHER CONSULTANT	
OTHER ADDRESS	OTHER CONSULTANT

- ACCESSIBILITY COMPLIANCE (IEBC 306.3.1):**
1. NO REDUCTION IN EXISTING ACCESSIBILITY FEATURES OCCURS AS PART OF THIS ALTERATION.
 2. EXISTING BUILDING CONTAINS NO TYPE A DWELLING UNITS.
 3. REQUIRED TYPE B UNITS ARE MAINTAINED PER IEBC WORK AREA METHOD.
 4. LAUNDRY ROOM, COMMON AREAS, AND PATHS OF TRAVEL UPGRADED TO MAINTAIN OR IMPROVE ACCESSIBILITY.

DRIFT

INTERIOR ARCHITECTURE

103 91st Ave SE, Lake Stevens, WA 98258

4254780327

www.drift-ia.com

10073

REGISTERED ARCHITECT

JEN TAMBLIN

JEN TAMBLIN

STATE OF WASHINGTON

Registered Architect in WA State

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Kenmore Apartments

CLIENT NAME

Bothell Apartment Holding LLC

PROJECT ADDRESS

8202 NE BOTHELL WAY 98028

BUILDER NAME

BUILDER CONTACT

BUILDER ADDRESS

REVISION LOG

REV #	DATE	DESCRIPTION

STATUS:

PERMIT

DPS PERMIT NUMBER:

INA Project number:

XXXXXX

DRAWN BY:

SHEET NAME:

COVER SHEET

SHEET NO:

G001

Scale

1/8" = 1'-0"

ORIGINAL DRAWING SIZE IS 36" X 24" DO NOT SCALE DRAWINGS FOR MEASUREMENTS

Page 116 of 304

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ABBREVIATIONS

AB	- ANCHOR BOLT	FA	- FIRE ALARM
AC	- AIR CONDITIONING	FD	- FLOOR DRAIN
ACC	- ACCESSIBLE	FDC	- FIRE DEPARTMENT CONNECTION
ACOUS	- ACOUSTICAL	FND	- FOUNDATION
AD	- AREA DRAIN	FE	- FIRE EXTINGUISHER
ADJ	- ADJUSTABLE	FEC	- FIRE EXTINGUISHER CABINET
AFF	- ABOVE FINISH FLOOR	FF&E	- FURNITURE, FINISHES & EQUIPMENT
ALT	- ALTERNATE	FFEL	- FINISH FLOOR ELEVATION
ALUM	- ALUMINUM	FIN	- FINISH
ANCH	- ANCHOR	FIXT	- FIXTURE
ANOD	- ANODIZED	FL	- FLOOR
ACP	- ACOUSTICAL CEILING PANEL	FLASH	- FLASHING
APPD	- APPROVED	FO	- FACE OF
APPROX	- APPROXIMATE	FP	- FIRE PROTECTION
ARCH	- ARCHITECTURAL	FPG	- FIREPROOFING
AUTO	- AUTOMATIC	FR	- FRAME
AV	- AUDIO VISUAL	FT	- FEET
AVB	- AIR VAPOR BARRIER	FRT	- FIRE RETARDANT TREATED
		FTG	- FOOTING
		FURN	- FURNITURE
BD	- BOARD		
BLDG	- BUILDING	GA	- GAUGE / GAGE
BM	- BEAM	GALV	- GALVANIZED
BOT	- BOTTOM	GB	- GRAB BAR
BSMT	- BASEMENT	GC	- GENERAL CONTRACT(OR)
BT	- BOLT	GFRC	- GLASS FIBER REINFORCED CONCRETE
		GL	- GLASS
CAB	- CABINET	GR	- GRADE
CAT	- CATEGORY	GRD	- GROUND
CB	- CATCH BASIN	GWB	- GYPSUM WALLBOARD
CBU	- CEMENTITIOUS BACKER UNIT		
CER	- CERAMIC	H	- HIGH / HEIGHT
CG	- CORNER GUARD	HB	- HOSE BIB
CH	- CHILLER	HC	- HOLLOW CORE
CHAN	- CHANNEL	HCP	- HANDICAPPED
CI	- CAST IRON	HDW	- HARDWARE
CIP	- CAST-IN-PLACE	HS	- HEAT STRENGTHEND (GLASS)
CJ	- CONTROL JOINT / CONSTRUCTION JOINT	HM	- HOLLOW METAL (STEEL FRAME)
CL	- CENTER LINE	HNDRL	- HANDRAIL
CLG	- CEILING	HO	- HOLD-OPEN
CLR	- CLEAR	HORIZ	- HORIZONTAL
CNTR	- COUNTER	HT	- HEIGHT
CO	- CLEANOUT	HVAC	- HEATING, VENTILATION, AIR CONDITIONING
COL	- COLUMN	HW	- HOT WATER
CONC	- CONCRETE	HYDR	- HYDRAULIC
COND	- CONDITION		
CONN	- CONNECTION	ID	- INSIDE DIAMETER
CONT	- CONTINUOUS	IN	- INCH
CONTR	- CONTRACTOR	INCL	- INCLUDED / INCLUDING
COORD	- COORDINATE	INFO	- INFORMATION
CORR	- CORRIDOR	INSUL	- INSULATION
CT	- CERAMIC TILE	INT	- INTERIOR
CTR	- CENTER	INV	- INVERT
CTSK	- COUNTER SUNK	IPS	- INTERNATIONAL PIPE STANDARD
CW	- COLD WATER (PIPING)		
		JAN	- JANITOR
D	- DEEP, DEPTH	JC	- JANITOR'S CLOSET
DBL	- DOUBLE	JST	- JOIST
DEG	- DEGREE	JT	- JOINT
DEMO	- DEMOLITION		
DEPT	- DEPARTMENT	KIT	- KITCHEN
DET	- DETAIL	KO	- KNOCKOUT
DF	- DRINKING FOUNTAIN		
DIA	- DIAMETER	LDG	- LANDING
DIFF	- DIFFUSER	LAM	- LAMINATE / LAMINATION
DIM	- DIMENSION	LAV	- LAVATORY
DISP	- DISPENSER	LB	- POUND
DMPF	- DAMPPROOFING	LF	- LINEAR FOOT
DN	- DOWN	LKR	- LOCKER
DO	- DOOR OPENING	LN	- LINE
DR	- DOOR	LT	- LIGHT
DRN	- DRAIN		
DW	- DISHWASHER	MACH	- MACHINE
DWG	- DRAWING	MAINT	- MAINTENANCE
DWR	- DRAWER	MATL	- MATERIAL
		MAX	- MAXIMUM
(E)	- EXISTING	MB	- MACHINE BOLT
E	- EAST	MDF	- MEDIUM DENSITY FIBERBOARD
EA	- EACH	MEP	- MECHANICAL, ELECTRICAL, PLUMBING
EJ	- EXPANSION JOINT	MDO	- MEDIUM DENSITY OVERLAY PLYWOOD
EL	- ELEVATION	MECH	- MECHANICAL
ELEC	- ELECTRICAL	MEMB	- MEMBRANE
ELEV	- ELEVATOR	MET	- METAL
EMERG	- EMERGENCY	MEZZ	- MEZZANINE
EP	- ELECTRICAL PANELBOARD	MFR	- MANUFACTURER
EQ	- EQUAL	MH	- MANHOLE
EQUIP	- EQUIPMENT	MIN	- MINIMUM
EXH	- EXHAUST	MISC	- MISCELLANEOUS
EXP	- EXPANSION	MS	- MACHINE SCREW
EXIST	- EXISTING	MTD	- MOUNTED
EXT	- EXTERIOR		

MTG	- MOUNTING	N	- NORTH
MTL	- METAL	NA	- NOT APPLICABLE
MULL	- MULLION	NC	- NOISE CRITERIA
		NIC	- NOT IN CONTRACT
		NO	- NUMBER
		NOM	- NOMINAL
		NTS	- NOT TO SCALE
OA	- OUTSIDE AIR	OFF	- OFFICE
OC	- ON CENTER	OH	- OVER HEAD
OFCI	- OWNER FURNISHED, CONTRACTOR INSTALLED	OPH	- OPPOSITE HAND
OFOI	- OWNER FURNISHED, OWNER INSTALLED	OPNG	- OPENING
OPP	- OPPOSITE	OPP	- OPPOSITE
OPPHD	- OPPOSITE HAND	OPPHD	- OPPOSITE HAND
ORD	- OVERFLOW ROOF DRAIN	ORD	- OVERFLOW ROOF DRAIN
OUTS	- OUTSIDE	OUTS	- OUTSIDE
OVHD	- OVERHEAD	OVHD	- OVERHEAD
P	- PAINT	P	- PAINT
PAV	- PAVING	PAV	- PAVING
PARTN	- PARTITION	PARTN	- PARTITION
PBD	- PARTICLEBOARD	PBD	- PARTICLEBOARD
PDF	- POWER DRIVEN FASTENER	PDF	- POWER DRIVEN FASTENER
PERF	- PERFORATED	PERF	- PERFORATED
PERIM	- PERIMETER	PERIM	- PERIMETER
PERP	- PERPENDICULAR	PERP	- PERPENDICULAR
PL	- PLATE	PL	- PLATE
PLAM	- PLASTIC LAMINATE	PLAM	- PLASTIC LAMINATE
PLBG	- PLUMBING	PLBG	- PLUMBING
PLYWD	- PLYWOOD	PLYWD	- PLYWOOD
PNL	- PANEL	PNL	- PANEL
POL	- POLISHED	POL	- POLISHED
PR	- PAIR	PR	- PAIR
PREFAB	- PREFABRICATED	PREFAB	- PREFABRICATED
PROJ	- PROJECT	PROJ	- PROJECT
PSF	- POUNDS PER SQUARE FOOT	PSF	- POUNDS PER SQUARE FOOT
PT	- POINT / PRESSURE-TREATED	PT	- POINT / PRESSURE-TREATED
PTD	- PAPER TOWEL DISPENSER / PAINTED	PTD	- PAPER TOWEL DISPENSER / PAINTED
PTN	- PARTITION	PTN	- PARTITION
PTR	- PAPER TOWEL RECEPTACLE	PTR	- PAPER TOWEL RECEPTACLE
Q	- QUARRY TILE	Q	- QUARRY TILE
QTY	- QUANTITY	QTY	- QUANTITY
(R)	- RELOCATED	(R)	- RELOCATED
R	- RADIUS OR RISER (PIPING)	R	- RADIUS OR RISER (PIPING)
RA	- RETURN AIR	RA	- RETURN AIR
RAD	- RADIUS	RAD	- RADIUS
RB	- RESILIENT BASE	RB	- RESILIENT BASE
RCP	- REFLECTED CEILING PLAN	RCP	- REFLECTED CEILING PLAN
RD	- ROOF DRAIN	RD	- ROOF DRAIN
RECOM	- RECOMMENDED	RECOM	- RECOMMENDED
RECPT	- RECEPTACLE	RECPT	- RECEPTACLE
REC	- RECESSED	REC	- RECESSED
REF	- REFERENCE	REF	- REFERENCE
REFL	- REFLECTED / REFLECTIVE / REFLECT	REFL	- REFLECTED / REFLECTIVE / REFLECT
REFR	- REFRIGERATOR	REFR	- REFRIGERATOR
REG	- REGISTER	REG	- REGISTER
REINF	- REINFORCED / REINFORCING	REINF	- REINFORCED / REINFORCING
REL	- RELOCATE	REL	- RELOCATE
REM	- REMOVABLE	REM	- REMOVABLE
REQ	- REQUIRE / REQUIRED	REQ	- REQUIRE / REQUIRED
RESIL	- RESILIENT	RESIL	- RESILIENT
REV	- REVISION / REVISED	REV	- REVISION / REVISED
RM	- ROOM	RM	- ROOM
RO	- ROUGH OPENING	RO	- ROUGH OPENING
RTD	- RATED	RTD	- RATED
RTG	- RATING	RTG	- RATING
RWL	- RAIN WATER LEADER	RWL	- RAIN WATER LEADER
S	- SOUTH	S	- SOUTH
SA	- SUPPLY AIR	SA	- SUPPLY AIR
SAF	- SELF-ADHERED FLASHING	SAF	- SELF-ADHERED FLASHING
SAM	- SELF-ADHERED MEMBRANE	SAM	- SELF-ADHERED MEMBRANE
SAN	- SANITARY AIR	SAN	- SANITARY AIR
SC	- SOLID CORE	SC	- SOLID CORE
SCHED	- SCHEDULE	SCHED	- SCHEDULE
SD	- STORM DRAIN / SOAP DISPENSER	SD	- STORM DRAIN / SOAP DISPENSER
SECT	- SECTION	SECT	- SECTION
STS	- SELF TAP METAL SCREW	STS	- SELF TAP METAL SCREW
SF	- SQUARE FEET/FOOT	SF	- SQUARE FEET/FOOT
SH	- SPRINKLER HEAD	SH	- SPRINKLER HEAD

SHT	- SHEET	SIM	- SIMILAR
SHR	- SHOWER	SM	- SHEET METAL OR SQUARE METER (METRIC DOCS)
SND	- SANITARY NAPKIN DISPENSER	SND	- SANITARY NAPKIN DISPENSER
SP	- STANDPIPE	SP	- STANDPIPE
SPEC	- SPECIFICATION	SPEC	- SPECIFICATION
SPR	- SPRINKLER	SPR	- SPRINKLER
SPKR	- SPEAKER	SPKR	- SPEAKER
SQ	- SQUARE	SQ	- SQUARE
SSE	- STRUCTURE SLAB ELEVATION	SSE	- STRUCTURE SLAB ELEVATION
SST	- STAINLESS STEEL	SST	- STAINLESS STEEL
SSK	- SERVICE SINK	SSK	- SERVICE SINK
STA	- STATION	STA	- STATION
STD	- STANDARD	STD	- STANDARD
STL	- STEEL	STL	- STEEL
STLUST	- STEEL JOIST	STLUST	- STEEL JOIST
STOR	- STORAGE	STOR	- STORAGE
STRG	- STRINGER	STRG	- STRINGER
STRL	- STRUCTURAL	STRL	- STRUCTURAL
STRUCT	- STRUCTURAL	STRUCT	- STRUCTURAL
SUBCAT	- SUBCATEGORY	SUBCAT	- SUBCATEGORY
SUSP	- SUSPENDED	SUSP	- SUSPENDED
SYMM	- SYMMETRICAL	SYMM	- SYMMETRICAL
SYS	- SYSTEM	SYS	- SYSTEM
T&G	- TONGUE AND GROOVE	T&G	- TONGUE AND GROOVE
T	- TREAD / THERMOSTAT	T	- TREAD / THERMOSTAT
TB	- TOWEL BAR	TB	- TOWEL BAR
TC	- TOP OF CURB	TC	- TOP OF CURB
TCONC	- TOP OF CONCRETE	TCONC	- TOP OF CONCRETE
TEL	- TELEPHONE OR TELECOM	TEL	- TELEPHONE OR TELECOM
TEMP	- TEMPERATURE	TEMP	- TEMPERATURE
TER	- TERRAZZO	TER	- TERRAZZO
TGB	- TOGGLE BOLT	TGB	- TOGGLE BOLT
THK	- THICKNESS	THK	- THICKNESS
THRES	- THRESHOLD	THRES	- THRESHOLD
THRU	- THROUGH	THRU	- THROUGH
TKBD	- TACKBOARD	TKBD	- TACKBOARD
TMPD	- TEMPERED	TMPD	- TEMPERED
TO	- TOP OF (SEE OTHER WORD)	TO	- TOP OF (SEE OTHER WORD)
TOS	- TOP OF SLAB, TOP OF STRUCT	TOS	- TOP OF SLAB, TOP OF STRUCT
TOSTL	- TOP OF STEEL	TOSTL	- TOP OF STEEL
TP	- TOP OF PAVEMENT	TP	- TOP OF PAVEMENT
TPD	- TOILET PAPER DISPENSER	TPD	- TOILET PAPER DISPENSER
TRACT	- TRACTION	TRACT	- TRACTION
TV	- TELEVISION	TV	- TELEVISION
TW	- TOP OF WALL	TW	- TOP OF WALL
TYP	- TYPICAL	TYP	- TYPICAL
UNFIN	- UNFINISHED	UNFIN	- UNFINISHED
UON	- UNLESS OTHERWISE NOTED	UON	- UNLESS OTHERWISE NOTED
UR	- URINAL	UR	- URINAL
VAC	- VENTILATION AND AIR CONDITIONING	VAC	- VENTILATION AND AIR CONDITIONING
VCT	- VINYL COMPOSITION TILE	VCT	- VINYL COMPOSITION TILE
VERT	- VERTICAL	VERT	- VERTICAL
VEST	- VESTIBULE	VEST	- VESTIBULE
VIF	- VERIFY IN FIELD	VIF	- VERIFY IN FIELD
VR	- VAPOR RETARDER	VR	- VAPOR RETARDER
VT	- VINYL TILE	VT	- VINYL TILE
VWC	- VINYL WALL COVERING	VWC	- VINYL WALL COVERING
W/	- WITH	W/	- WITH
W	- WIDE, WIDTH/WEST	W	- WIDE, WIDTH/WEST
WC	- WATER CLOSET	WC	- WATER CLOSET
WD	- WOOD	WD	- WOOD
WDS	- WOOD SCREW	WDS	- WOOD SCREW
WDW	- WINDOW	WDW	- WINDOW
W/O	- WITHOUT	W/O	- WITHOUT
WP	- WATERPROOFING	WP	- WATERPROOFING
WPM	- WATERPROOF MEMBRANE	WPM	- WATERPROOF MEMBRANE
WPT	- WORK POINT	WPT	- WORK POINT
WR	- WATER RESISTANT/REPELLANT	WR	- WATER RESISTANT/REPELLANT
WRB	- WEATHER RESISTANT BARRIER	WRB	- WEATHER RESISTANT BARRIER
WS	- WEATHERSTRIPPING	WS	- WEATHERSTRIPPING
WSCT	- WAINSCOT	WSCT	- WAINSCOT
WT	- WEIGHT	WT	- WEIGHT
WW	- WALL TO WALL	WW	- WALL TO WALL

DRAWING SYMBOLS LEGEND

1

VIEW NAME

1/8" = 1'-0"

10.8

10.8

GRID LINE AND BUBBLE

1

1

A3.01

BUILDING ELEVATION

1

4

2

3

A6.02

A6.01

INTERIOR ELEVATION

BUILDING SECTION

WALL SECTION

1

A10.01

DETAIL

1

A10.01

ENLARGED PLAN AND
DETAIL CALLOUT

1

1

PROJECT NORTH
ARROWS

0' 10' 20' 30' 40'

SCALE BAR

AREA NAME

150 SF

AREA NAME & SIZE

ROOM NAME

100

150 SF

ROOM NAME & NUMBER
WITH ROOM SIZE

CEILING HEIGHT

DESCRIPTION

CEILING HEIGHT AND
MATERIAL DESCRIPTION

101B

DOOR NUMBER

FCP-1

MATERIAL TYPE
MARK

F

1t

BUILDING ASSEMBLIES AND
PARTITION TYPE MARK

W/P

1t

DRAWING NAME
AND DESCRIPTION

GRID LINE AND BUBBLE

BUILDING ELEVATION

INTERIOR ELEVATION

BUILDING SECTION

WALL SECTION

DETAIL

ENLARGED PLAN AND
DETAIL CALLOUT

PROJECT NORTH
ARROWS

TRUE NORTH
ARROWS

AREA NAME & SIZE

ROOM NAME & NUMBER
WITH ROOM SIZE

CEILING HEIGHT AND
MATERIAL DESCRIPTION

DOOR NUMBER

MATERIAL TYPE
MARK

BUILDING ASSEMBLIES AND
PARTITION TYPE MARK

059	SHEET DRAWING
9	KEYNOTES MARK
S1	CURTAINWALL, STOREFRONT AND WINDOW TYPE MARK
AA	RELITE TYPE
F 1t	MARK FURNITURE TYPE MARK
1t	LIGHT FIXTURE TYPE MARK
EL.208'-0"	SPOT ELEVATION POINT
DIM PT	DIMENSION OR WORK POINT
	REVISION CLOUDS AND DELTA
	FINISH / GRADE / SLAB HEIGHT CHANGE
	LOT LINE
	SETBACK LINE
	LIMIT OF WORK LINE
1/A101	MATCHLINE WITH DRAWING / SHEET REFERENCE
FD FD	FLOOR DRAIN
DS	DOWNSPOUT

PLUMBING FIXTURES

	URINAL
	FLOOR MOUNTED TOILET
	BATH TUB
	LAVATORY SINK
	MOP FLOOR SINK
	DRINKING FOUNTAIN
	KITCHEN SINK - DOUBLE & SINGLE

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INTERIOR ARCHITECTURE

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JENNIFER TAMBULI

STATE OF WASHINGTON

Registered Architect in WA State

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Kenmore Apartments

BUILDER NAME

Bothell Apartment Holding LLC

BUILDER CONTACT

8202 NE BOTHELL WAY 98028

BUILDER ADDRESS

CLIENT NAME

Bothell Apartment Holding LLC

PROJECT ADDRESS

8202 NE BOTHELL WAY 98028

REVISION LOG

REV #	DATE	DESCRIPTION

STATUS:

PERMIT

DPS PERMIT NUMBER:

INA Project number:

XXXXXX

DRAWN BY:

SHEET NAME:

ABBREVIATIONS, SYMBOLS
AND LEGENDS

SHEET NO:

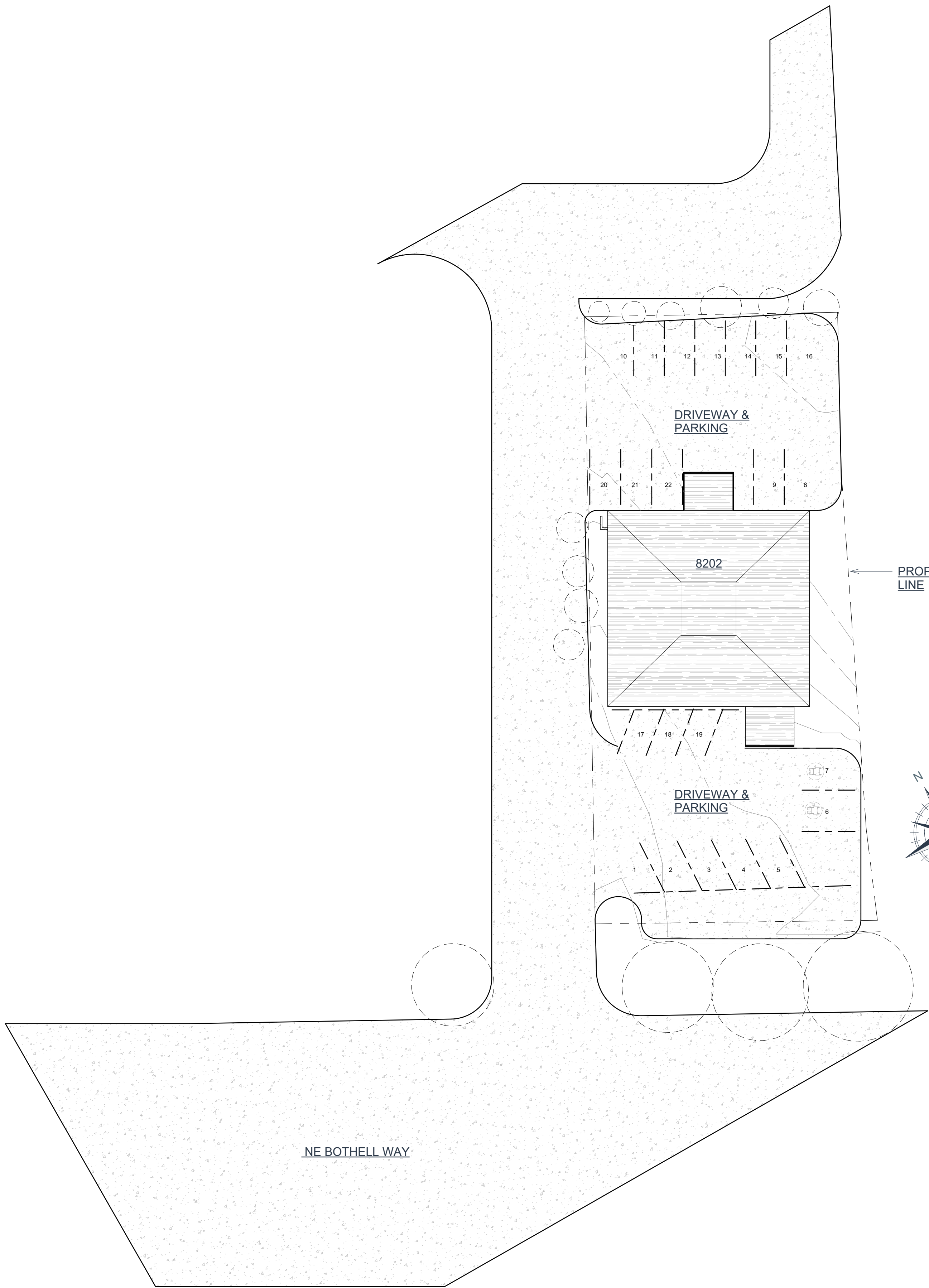
G002

Scale

As indicated

ORIGINAL DRAWING SIZE IS 36" X 24" DO NOT SCALE DRAWINGS FOR MEASUREMENTS

Page 117 of 304

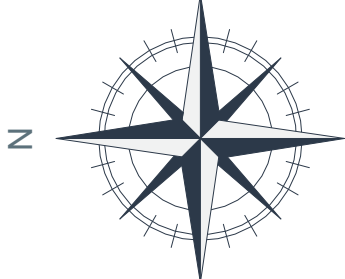


NAME: BOTHELL APARTMENT HOLDING L
ADDRESS: 8202 NE BOTHELL WAY 98028
PARCEL: 011410-12300
LOT AREA: 12,390 SF
LEGAL: ALDERWOOD MANOR #14 LOT 2 KC SHORT PLAT NO 477063 REC NO 7801240956 SD PLAT DAF - ALL LOT 21 & NLY 255.97 FT OF 22 LESS S 10.5 FT FOR RD PER REC # 20070116001671
PLAT BLOCK: 15
PLAT LOT: 21-22
ZONING: UC
PRESENT USE: APARTMENT(SUBSIDIZED)

PROPERTY LINE



1. NO EXTERIOR SITE WORK, PAVEMENT CHANGES, RESTRIPING, OR SIDEWALK ALTERATIONS PROPOSED.
2. EXISTING PARKING CONFIGURATION TO REMAIN UNLESS REVISED UNDER A SEPARATE PERMIT.
3. NO NEW ACCESSIBLE PARKING STALLS ARE ADDED AS PART OF THIS CHANGE OF USE SCOPE.



1 SITE PLAN
1" = 20'-0"

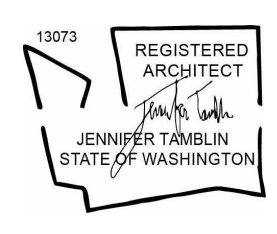


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Kenmore Apartments

CLIENT NAME
Bothell Apartment Holding LLC

PROJECT ADDRESS
8202 NE BOTHELL WAY 98028

BUILDER NAME

BUILDER CONTACT

BUILDER ADDRESS

REV #	DATE	DESCRIPTION
1	Date 1	Revision 1

STATUS: PERMIT

DPS PERMIT NUMBER:

BNA Project number: XXXXXX

DRAWN BY: Author

SHEET NAME: SITE PLAN & ZONING

SHEET NO: Z001

Scale: 1" = 20'-0"

ORIGINAL DRAWING SIZE IS 36" X 24" DO NOT SCALE DRAWINGS FOR MEASUREMENTS

Page 116 of 304

Z:\Private\Karan\Baskaran\Christopher Garnett MFRD-IA-Chris MFR-PD-RD-V25.rvt

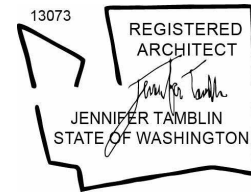
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BUILDER NAME
BOTHELL APARTMENT HOLDING LLC
BUILDER CONTACT
BOTHELL APARTMENT HOLDING LLC
BUILDER ADDRESS
8202 NE BOTHELL WAY 98028

REVISION LOG

REV #	DATE	DESCRIPTION
1	Date 1	Revision 1

STATUS: PERMIT

DPS PERMIT NUMBER:

BNA Project number: XXXXXX

DRAWN BY: Author

SHEET NAME:

FLOOR PLAN

SHEET NO:

A100

Scale 1/4" = 1'-0"

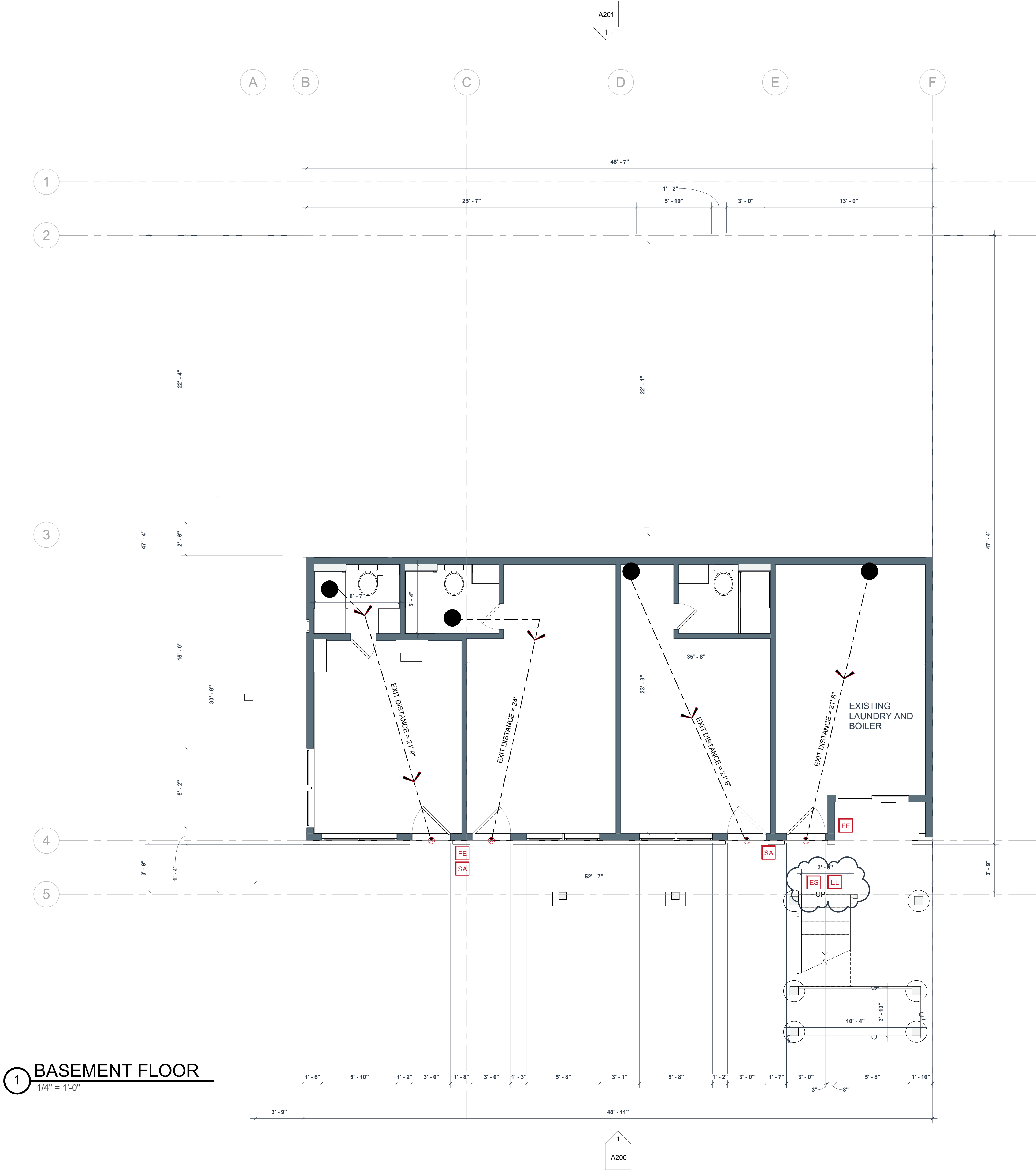
FLOOR PLAN GENERAL NOTES

- ALL DIMENSIONS ARE FROM FACE OF STUD OF NEW WALLS AND FINISHED SURFACE OF EXISTING WALLS UNLESS OTHERWISE NOTED.
- TYPICAL INTERIOR PARTITION IS 2X4 STUD @ 16" O.C. WITH ONE LAYER OF 1/2" GYP BOARD ON EACH SIDE, EXCEPT WHERE NOTED ON PLANS. USE 2X6 STUDS AT PLUMBING WALLS.
- 50 CFM EXHAUST FAN AT ALL NEW BATHROOMS
- NO PLUMBING OR MECHANICAL WORK IS INVOLVED.
- WHOLE HOUSE FAN SHALL BE LOCATED/ASSOCIATED WITH THE MAIN FLOOR LAUNDRY FAN (CONTRACTOR TO VERIFY). THIS FAN TO BE EQUIPPED WITH CONTROLS CAPABLE OF MANUAL AND AUTOMATIC OPERATION, SUCH AS A CLOCK TIMER AND SHALL BE DESIGNED TO RUN CONTINUOUSLY PER SRC M1507.3.3
3.1 IN NEW MASTER BATH AND W.C. ON MAIN FLOOR, INSTALL PANASONIC WHISPERQUIET FAN SIZED PER SPACE (75 CFM, 1.0 SONES OR BETTER) FANS SHALL TERMINATE HORIZONTALLY TO THE EXTERIOR OF THE HOUSE.
3.2 NEW KITCHEN HOOD TO BE SELECTED- MIN 100 CFM, 1.5 SONES OR BETTER, FANS SHALL TERMINATE HORIZONTALLY OR VERTICALLY TO THE EXTERIOR OF THE HOUSE.
- DOOR JAMBS SHALL BE 3 1/2" TYPICAL UNLESS OTHERWISE NOTES
- CONTRACTOR TO VERIFY TO INSPECTOR PRIOR TO FINAL DEMO INSPECTION, LOCATION, AND CONFIRMATION OF NON-STRUCTURAL DEMOED WALLS.
- ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING WITH BATTERY BACK-UP. WIRING SHALL BE PERMANENT AND WITHOUT A DISCONNECTING SWITCH OTHER THAN THOSE REQUIRED FOR OVERCURRENT PROTECTION. SMOKE ALARMS SHALL BE INTERCONNECTED AND COMPLY WITH HOUSEHOLD FIRE WARNING EQUIPMENT PROVISIONS OF NFPA 72. CONTRACTOR TO PULL FIRE ALARM PERMIT FOR APPROPRIATE FIRE ALARM SYSTEM INSTALLER.
- KITCHEN EXHAUST FAN TO BE A MINIMUM OF 100 CFM
- BATHROOM EXHAUST FAN TO BE A MINIMUM OF 50 CFM
- THE FIRE SYSTEM IS A MONITORED ALARM WITH PULL STATIONS AND BELLS ON EACH FLOOR. THE ALARM UNIT IS LOCATED IN THE BASEMENT FLOOR CLOSET.

NEW CONSTRUCTION
EXISTING TO REMAIN

FLOOR PLAN KEYNOTES

EL	EMERGENCY LIGHTING
ES	EXIT SIGN
FE	FIRE EXTINGUISHER
SA	SMOKE ALARM



1 BASEMENT FLOOR

1/4" = 1'-0"

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Kenmore Apartments

CLIENT NAME

Bothell Apartment Holding LLC

PROJECT ADDRESS

8202 NE BOTHELL WAY 98028

BUILDER NAME

BUILDER CONTACT

BUILDER ADDRESS

REVISION LOG

REV #	DATE	DESCRIPTION
1	Date 1	Revision 1

STATUS:

PERMIT

DPS PERMIT NUMBER:

BNA Project number:

XXXXXX

DRAWN BY:

Author

SHEET NAME

FLOOR PLAN

SHEET NO.

A101

Scale

1/4" = 1'-0"

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PLOT DATE: 10-12-2025 16:09:34

Page 120 of 304

FLOOR PLAN GENERAL NOTES

- ALL DIMENSIONS ARE FROM FACE OF STUD OF NEW WALLS AND FINISHED SURFACE OF EXISTING WALLS UNLESS OTHERWISE NOTED.
- TYPICAL INTERIOR PARTITION IS 2X4 STUD @ 16" O.C. WITH ONE LAYER OF 1/2" GYP BOARD ON EACH SIDE, EXCEPT WHERE NOTED ON PLANS. USE 2X6 STUDS AT PLUMBING WALLS.
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- KITCHEN EXHAUST FAN TO BE A MINIMUM OF 100 CFM
- BATHROOM EXHAUST FAN TO BE A MINIMUM OF 50 CFM
- THE FIRE SYSTEM IS A MONITORED ALARM WITH PULL STATIONS AND BELLS ON EACH FLOOR. THE ALARM UNIT IS LOCATED IN THE BASEMENT FLOOR CLOSET.

NEW CONSTRUCTION

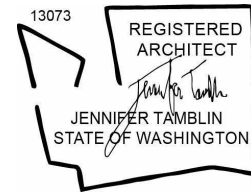
EXISTING TO REMAIN

FLOOR PLAN KEYNOTES

EL	EMERGENCY LIGHTING
ES	EXIT SIGN
FE	FIRE EXTINGUISHER
SA	SMOKE ALARM

1 FIRST FLOOR
1/4" = 1'-0"

ORIGINAL DRAWING SIZE IS 36" X 24" DO NOT SCALE DRAWINGS FOR MEASUREMENTS



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Kenmore Apartments

CLIENT NAME	Gothell Apartment Holding LLC
PROJECT ADDRESS	8202 NE BOTHELL WAY 98028
BUILDER NAME	
BUILDER CONTACT	
BUILDER ADDRESS	

REVISION LOG		
REV #	DATE	DESCRIPTION
1	Date 1	Revision 1

STATUS:	PERMIT
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DPS PERMIT NUMBER

BNA Project number: XXXXXXX

DRAWN BY: Author

SHEET NAME

FLOOR PLAN

SHEET NO.

A102

Scale $1/4" = 1'-0"$

FLOOR PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE FROM FACE OF STUD OF NEW WALLS AND FINISHED SURFACE OF EXISTING WALLS UNLESS OTHERWISE NOTED.
2. TYPICAL INTERIOR PARTITION IS 2X4 STUD @ 16" O.C. WITH ONE LAYER OF 1/2" GYP BOARD ON EACH SIDE, EXCEPT WHERE NOTED ON PLANS. USE 2X6 STUDS AT PLUMBING WALLS.
3. 50 CFM EXHAUST FAN AT ALL NEW BATHROOMS
4. NO PLUMBING OR MECHANICAL WORK IS INVOLVED.
5. WHOLE HOUSE FAN SHALL BE LOCATED/ASSOCIATED WITH THE MAIN FLOOR LAUNDRY FAN (CONTRACTOR TO VERIFY). THIS FAN TO BE EQUIPPED WITH CONTROLS CAPABLE OF MANUAL AND AUTOMATIC OPERATION, SUCH AS A CLOCK TIMER AND SHALL BE DESIGNED TO RUN CONTINUOUSLY PER SRC M1507.3.3
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3.2 NEW KITCHEN HOOD TO BE SELECTED- MIN 100 CFM, 1.5 SONES OR BETTER. FANS SHALL TERMINATE HORIZONTALLY OR VERTICALLY TO THE EXTERIOR OF THE HOUSE.
6. DOOR JAMBS SHALL BE 3 1/2" TYPICAL UNLESS OTHERWISE NOTES
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9. KITCHEN EXHAUST FAN TO BE A MINIMUM OF 100 CFM
10. BATHROOM EXHAUST FAN TO BE A MINIMUM OF 50 CFM
11. THE FIRE SYSTEM IS A MONITORED ALARM WITH PULL STATIONS AND BELLS ON EACH FLOOR. THE ALARM UNIT IS LOCATED IN THE BASEMENT FLOOR CLOSET.

NEW CONSTRUCTION

EXISTING TO REMAIN

FLOOR PLAN KEYNOTES

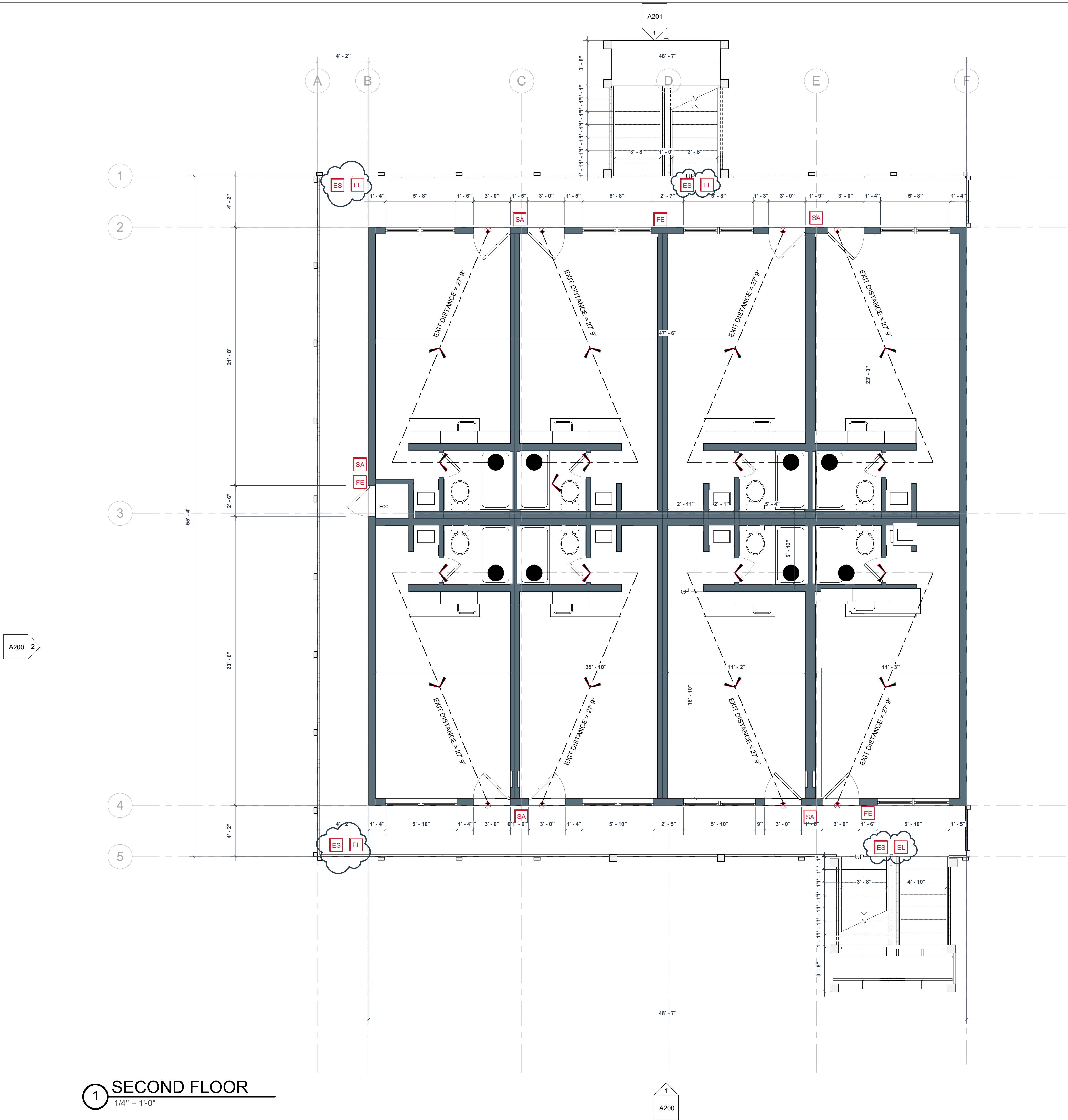
EL	EMERGENCY LIGHTING
ES	EXIT SIGN
FE	FIRE EXTINGUISHER
SA	SMOKE ALARM

ORIGINAL DRAWING SIZE IS 36" X 24" DO NOT SCALE DRAWINGS FOR MEASUREMENTS

PLOT DATE: 10-12-2025 16:09:35	FILE	Z:\Private\karanbaskaran\Christopher Garnett MFR\ID-IA-Chris MFR-PD-R0-V25.rvt
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FILE

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Kenmore Apartments

CLIENT NAME
Bothell Apartment Holding LLC

PROJECT ADDRESS
8202 NE BOTHELL WAY 98028

BUILDER NAME

BUILDER CONTACT

BUILDER ADDRESS

REVISION LOG

REV #	DATE	DESCRIPTION
1	Date 1	Revision 1

STATUS: PERMIT

DPS PERMIT NUMBER:

BNA Project number: XXXXXX

DRAWN BY: Author

SHEET NAME: FLOOR PLAN

SHEET NO: A103

Scale: 1/4" = 1'-0"

Z:\Private\Karanbaskaran\Christopher Garnett MFRD-IA-Chris MFR-PD-RD-V25.rvt

FILE PATH:

PLOT DATE: 10-12-2025 16:09:36

FLOOR PLAN GENERAL NOTES

- ALL DIMENSIONS ARE FROM FACE OF STUD OF NEW WALLS AND FINISHED SURFACE OF EXISTING WALLS UNLESS OTHERWISE NOTED.
- TYPICAL INTERIOR PARTITION IS 2X4 STUD @ 16" O.C. WITH ONE LAYER OF 1/2" GYP BOARD ON EACH SIDE, EXCEPT WHERE NOTED ON PLANS. USE 2X6 STUDS AT PLUMBING WALLS.
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3.2 NEW KITCHEN HOOD TO BE SELECTED- MIN 100 CFM, 1.5 SONES OR BETTER, FANS SHALL TERMINATE HORIZONTALLY OR VERTICALLY TO THE EXTERIOR OF THE HOUSE.
- DOOR JAMBS SHALL BE 3 1/2" TYPICAL UNLESS OTHERWISE NOTES
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NEW CONSTRUCTION

EXISTING TO REMAIN

FLOOR PLAN KEYNOTES

EL	EMERGENCY LIGHTING
ES	EXIT SIGN
FE	FIRE EXTINGUISHER
SA	SMOKE ALARM

1 THIRD FLOOR
1/4" = 1'-0"

ORIGINAL DRAWING SIZE IS 36" X 24" DO NOT SCALE DRAWINGS FOR MEASUREMENTS

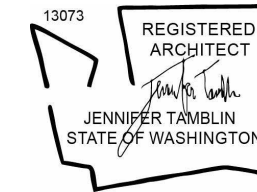
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THE FRONTIER

BILLY DER CONTACT

883800V 830 III 16

CLIENT NAME

30thell Apartment Holding LLC

PROJECT ADDRESS

8202 NE BOTHELL WAY 98028

FLOOR PLAN GENERAL NOTES

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3.1 IN NEW MASTER BATH AND W/C ON MAIN FLOOR, INSTALL PANASONIC WHISPERQUIET FAN SIZED PER SPACE (75 CFM, 1.0 SONES OR BETTER). FAN SHALL TERMINATE HORIZONTALLY TO THE EXTERIOR OF THE HOUSE.
3.2 NEW KITCHEN HOOD TO BE SELECTED- MIN 100 CFM, 1.5 SONES OR BETTER. FANS SHALL TERMINATE HORIZONTALLY OR VERTICALLY TO THE EXTERIOR OF THE HOUSE.
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10. BATHROOM EXHAUST FAN TO BE A MINIMUM OF 50 CFM
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NEW CONSTRUCTION

EXISTING TO REMAIN

FLOOR PLAN KEYNOTES

EL	EMERGENCY LIGHTING
ES	EXIT SIGN
FE	FIRE EXTINGUISHER
SA	SMOKE ALARM

REVISION LOG

REV #	DATE	DESCRIPTION

STATUS: PERMIT

DPS PERMIT NUMBER

BNA Project number

XXXXXX

DRAWN BY

Author

SHEET NAME

ROOF PLAN

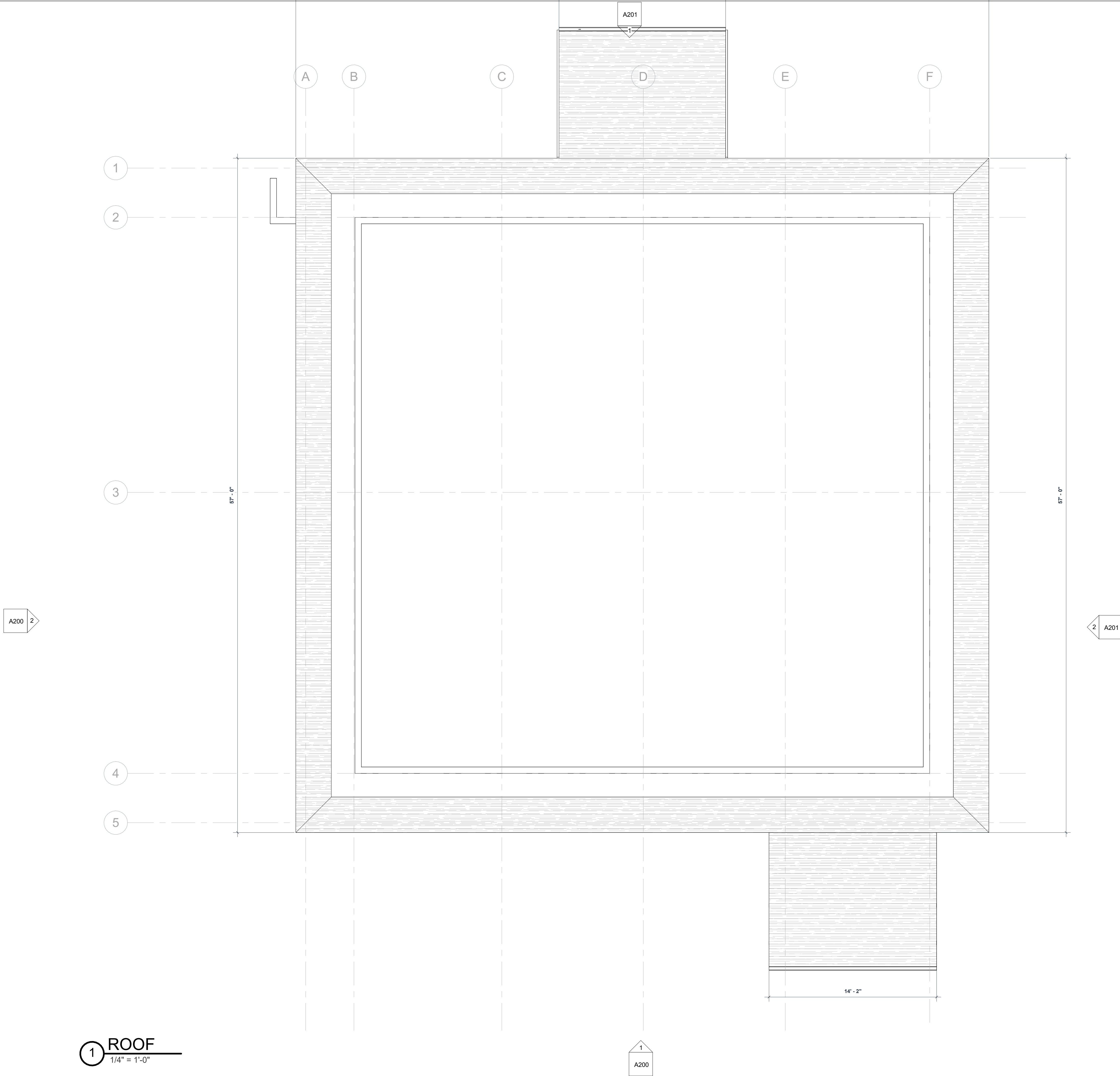
SHEET NO.

A104

Scale

$$1/4" = 1'-0"$$

ORIGINAL DRAWING SIZE IS 36" X 24" DO NOT SCALE DRAWINGS FOR MEASUREMENTS



1 ROOF
1/4" = 1'-0"

1
A200

Z:\Private\karanbaskaran\Christopher Garnett MFR\D-IA-Chris MFR-PD-R0-V25.rvt

FILE

PLOT DATE: 10-12-2025 16:09:37

DRIFT

INTERIOR ARCHITECTURE

103 91st Ave SE, Lake Stevens, WA 98258

4254780327

www.drift-ia.com

13073

REGISTERED ARCHITECT

JENNIFER TAMBURA

STATE OF WASHINGTON

Registered Architect in WA State

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Kenmore Apartments

CLIENT NAME
Bothell Apartment Holding LLC

BUILDER NAME

BUILDER CONTACT

BUILDER ADDRESS

PROJECT ADDRESS
8202 NE BOTHELL WAY 98028

REVISION LOG		
REV #	DATE	DESCRIPTION
STATUS:		PERMIT
DPS PERMIT NUMBER:		
BNA Project number:		XXXXXX
DRAWN BY:		Author
SHEET NAME		
BUILDING ELEVATION		
SHEET NO.		
A200		
Scale		1/4" = 1'-0"

1 FRONT ELEVATION

1/4" = 1'-0"

2 LEFT ELEVATION

1/4" = 1'-0"

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CLIENT NAME
Bothell Apartment Holding LLC

PROJECT ADDRESS
8202 NE BOTHELL WAY 98028

BUILDER NAME

BUILDER CONTACT

BUILDER ADDRESS

REVISION LOG		
REV #	DATE	DESCRIPTION
STATUS:		PERMIT
DPS PERMIT NUMBER:		XXXXXX
BNA Project number:		Author
DRAWN BY:		
SHEET NAME		
BUILDING ELEVATION		
SHEET NO.		
A201		
Scale		1/4" = 1'-0"

1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"





City of Kenmore, Washington

Memorandum

Date: July 10, 2026
To: Christopher Garrnett and Bothell Apartment Holding, LLC
CC: Kenmore City Council
From: Teri Killgore, City Manager
RE: MFTE Application File No. MFTE26-0028; Kenmore Inn Apartments

Pursuant to Chap. 3.65 of the Kenmore Municipal Code (KMC), an application for a Multifamily Tax Exemption (MFTE) for the Kenmore Inn Apartments located at 8202 NE Bothell Way, Kenmore, WA 98028 was submitted on April 30, 2026, by Christopher Garrnett, an owner of Bothell Apartment Holding, LLC¹. The subject property, formerly known as the Kenmore Inn Motel, underwent an unpermitted conversion of use from a 27-room motel into a 27-unit multifamily apartment building. As a result, the City issued a Notice of Violation (NOV) on September 3, 2024, for failure to obtain the proper permits. On December 10, 2024, the owners entered into a Voluntary Correction Agreement (VCA), formally acknowledging the violation and agreeing to take corrective actions to achieve compliance. On January 16, 2025, the owner submitted a complete building permit application to legally convert the 27 motel rooms into 27 legal multifamily dwelling units, designating 7 of the units as affordable (at 50% AMI) and 20 as market-rate units. To date, the building permit has been approved and is ready for issuance, but has not yet been picked up by the applicant.

Pursuant to KMC 3.65.060(A), the City Manager shall approve or deny an application for MFTE. Upon approval, the City Council shall, within 90 days of the receipt of the MFTE application, consider a resolution to approve a contract between the City and the owner, subject to specified terms and conditions.

Following review of the application, in consultation with Development Services Director Samantha Loyuk and the City Attorney, a determination has been reached.

It is important to note the unique nature of this application, which distinguishes it from standard MFTE submissions. The distinction relies upon the interaction between the KMC eligibility criteria and the property's change of use. KMC 3.65.040(C) requires that conversion projects add a minimum of four new dwelling units. While the property is currently operating as a multifamily apartment building, this change of use was in violation of City code as the original rooms were classified as motel units, not legal

¹ The co-owner is Mr. Joseph Wanagel.

multifamily dwelling units² authorized for permanent residential occupancy.³ The NOV and VCA identified the steps to correct the code violation and the necessary building permit was been submitted. Therefore, the pending permit application seeks to convert the 27 motel rooms to 27 new lawful multifamily dwelling units. Consequently, eligibility criterion (D) is rendered inapplicable, as no legal multifamily dwelling units previously existed. The remaining eligibility criteria (A, B, and E through H) are relatively straightforward and the project complies.

City Manager Findings & Determination:

The project is found to satisfy the MFTE eligibility criteria set forth in KMC 3.65.040, the criteria of RCW 84.14.060(1)(a)-(e), and is approved. It should be noted that this determination does not abrogate, alter, or supersede any of the terms and conditions of the existing VCA, which remains in full force and effect. Pursuant to this determination, a resolution to approve the MFTE contract is being brought forward to the City Council for consideration. Copies of the application, the proposed resolution, and the draft contract will be included with the July 27, 2026 agenda materials for the Council's review.

Issued: July 10, 2026



Teri Killgore, Kenmore City Manager

Attachments: 1. Notice of Violation
2. Voluntary Correction Agreement (VCA)

² KMC 3.65.020(H) defines "multifamily housing", in relevant part, as a building having four or more dwelling units designed for permanent residential occupancy resulting from rehabilitation or conversion of vacant, underutilized, or substandard buildings.

³ KMC 3.65.020(J) defines "permanent residential occupancy" as multifamily housing that provides either rental or owner occupancy for a period of at least a month, and excludes hotels and motels that predominantly offer rental accommodation on a daily or weekly basis.



Development Services

NOTICE OF VIOLATION

Penalties Due Immediately

Please read this entire Notice of Violation to understand your obligations. This Notice of Violation is issued pursuant to Chapter 1.20 of Kenmore Municipal Code (KMC). Monetary penalties are IMMEDIATELY DUE AND OWING to the City of Kenmore in the amounts listed below. Pursuant to KMC 1.20.200, the City is authorized to take legal action to collect any monetary penalties not paid in full within thirty (30) days of the date you are served this Notice of Violation. Failure to respond to this Notice of Violation within fifteen (15) days of service shall result in the violations automatically being found committed and the waiver of any right to contest the violations or to request mitigation of the monetary penalties.

Case Number: CE24-0024
Date Issued: September 3, 2024
Date Mailed: September 3, 2024
Response Due Date: **September 21, 2024**

Address of Violations: 8202 NE Bothell Way, Kenmore, WA 98028
Parcel Number: 011410-1230

Responsible Parties: Bothell Apartment Holding, LLC.
Address: 2716 85th Ave NE, Lake Stevens, WA 98258

On May 1, 2024, a correction notice was issued notifying you of the occupancy violation at the building located at 8202 NE Bothell Way, Kenmore, WA; King County Parcel #011410-0123 (previously "Kenmore Inn"). The building is being used as a multifamily apartment building (not a motel), for which a permit is required. As of today, a successful permit application submittal has not been received and the violation listed below remains outstanding.

Violation #1: Unpermitted Occupancy Use.

The established occupancy group classification of this building, per the 2021 International Building Code (IBC), is R1. The R1 occupancy group classification is defined as *a dwelling unit or sleeping unit occupied for not more than 30 days and where the occupants are primarily transient in nature, such as a motel* (2021 IBC Section 310.2). However, **the building is currently being used as an R2 occupancy.** The R2 occupancy group classification is defined as *a dwelling unit that contains sleeping units and the occupants are primarily permanent in nature, such as an apartment*

house (2021 IBC Section 310.3). **To change the occupancy group classification from R1 to R2 a change of use building permit is required.**

As noted in the May 1, 2024, correction notice's communication/project milestone table (also listed below), the City has provided frequent and consistent communication regarding permit requirements.

Date	Communication / Project Milestone
5/10/2022	Email to garnettinvestmentsllc@gmail.com (Christopher Garnett) regarding permit process and fees.
5/26/2022	Pre-application meeting held with Purchaser to discuss feasibility of the property.
6/1/2022	Letter sent to the Purchaser from the City outlining the permit requirements.
6/2/2022	Email to Christopher Garnett asking if he has any questions on the permit process.
6/6/2022	Email to Christopher Garnett regarding impact fees.
6/7/2022	Email to Christopher Garnett regarding impact fees.
6/16/2022	Email to Christopher Garnett regarding the appraisal.
1/18/2023	The Owner applies for a building permit (with SEPA review).
1/31/2023	Email to Christopher Garnett regarding permit process and fees.
2/15/2023	The City notifies the Owner that the permit application is incomplete. Instructions are provided on what needs to be provided for a complete submittal.
8/22/2023	Email to Christopher Garnett regarding permit process and fees.
March 2024	Police respond to a domestic violence disturbance where occupants tell police they have been staying at the apartment for over three months. Police observe the property being used as a multifamily apartment building.
3/20/2024	The Owner was notified to discontinue the R2 occupancy use and/or submit a complete building permit application no later than April 9, 2024.
3/27/2024	Email to Christopher Garnett regarding code violation; corrective action deadline of 4/9/2024 provided.
3/27/2024	The Owner confirms that residents occupy units more than 30 days at a time.
April 2024	Police respond to a domestic violence disturbance. Police observe the property being used as a multifamily apartment building.
4/8/2024	The Owner applies for a building permit (with SEPA review).
4/15/2024	The City notifies the Owner that the permit application is incomplete. Instructions are provided on what needs to be provided for a complete submittal. The items missing are the same as the previous incomplete submittal.
5/1/2024	A Correction Letter was issued to the owner to discontinue the R2 occupancy use and/or submit a complete building permit application no later than May 19, 2024.
5/16/2024	The Owner came into City Hall and met with Lukasz and Daniel to review permit requirements. He requested an extension of time to submit the application. Code Enforcement extended the date to June 3, 2024.

6/3/2024	The Owner submitted an incomplete permit application which was rejected due missing information. Detailed information was sent to the Owner on what was needed.
7/3/2024	Email response from the Owner stating they have gone through an architect and was uncertain on the timing for a permit submission.

Regulations Violated:

1. KMC 15.30.500 – Use and occupancy.
2. KMC 15.30.200 – Permit required.

Corrective Action:

1. Discontinue the R2 group occupancy use or;
2. Submit a complete building permit application for a change of use and SEPA review through www.mybuildingpermit.com no later than **September 21, 2024**.

NOTE: Pursuant to KMC 1.20.030, each day in which a violation continues constitutes a separate violation for which the City may, at its discretion, issue a Notice of Violation. Therefore, multiple Notices of Violation may be issued where a violation continues to exist, with each violation listed on the NOV punishable as a separate offense subject to a penalty of **\$500 per violation per day**. **Please be advised:** Pursuant to KMC 1.20.030, failure to correct a violation may result in criminal charges being filed against the person responsible for the violation. Pursuant to KMC 1.20.230, the City may seek a court order to enter upon the property and correct the violations and all costs incurred by the City in correcting the violations may be assessed as a lien against the property.

Violation #	Dates Observed	# of Days	Penalty Amount
1	5/1/2024, 6/3/2024, 7/3/2024 & 9/3/2024	4	\$2,000
SUB-TOTAL			\$2,000
Per KMC 1.20.030, all penalties are subject to a 15% administration fee			\$300
TOTAL			\$2,300

Corrective Action:

1. Payment for the penalties is due to the City of Kenmore by **September 21, 2024**.

The undersigned Code Enforcement Officer certifies under penalty of perjury according to the laws of the State of Washington that he/she has probable cause to believe the above-named person is responsible for the violations described in this Notice, and that the information contained in this Notice and in any report that is incorporated by reference is true and correct to the best of his/her knowledge.

Signature of Code Enforcement Officer, or designee: Bridgit Baker

NOTE: You must respond to this notice within 15 days of service of this Notice of Violation. Failure to respond will result in the violations being deemed committed without requiring any further action by the City and the full amount of penalties indicated in the Notice of Violation shall be due and owing to the City by the person or entity to whom the Notice of Violation was issued. Unless a request to contest the violation or to mitigate the penalty is properly filed, the monetary penalties listed in the Notice of Violation are due and owing at the time the Notice of Violation is served and must be paid in full within 30 days of service. If the person or entity to whom a Notice of Violation was issued requests a hearing and fails to attend the hearing, the hearing examiner or judge shall enter a default judgment against the person or entity to whom the violation was issued, with the full amount of the fine indicated on the Notice of Violation immediately due and owing, and that any unpaid fines and any costs may be assigned to a collection agency after 30 days have elapsed from the date the Notice of Violation was issued. The City may seek to recover from the person to whom the Notice of Violation was issued the costs to the City of any abatement action taken. Separate Notices of Violation may be issued for each day, or portion thereof, in which a violation continues. Payment of a monetary penalty does not relieve the person or entity named in the Notice of Violation of the duty to abate the violation, and any failure to abate may result in the issuance of additional Notices of Violation and/or criminal charges, with additional civil and/or criminal penalties.

Enclosures

cc: File #CE24-0024

RESPONSE TO NOTICE OF VIOLATION

To respond to the Notice of Violation, you must check one of the boxes below and return this portion of the Notice of Violation, including payment, to the following address by hand-delivery or first-class mail within 15 days of service of the Notice of Violation to:

Code Enforcement Division, City of Kenmore, 18120 68th Ave NE Kenmore, WA 98028

YOU MUST PLACE AN "X" IN ONE OF THE BOXES BELOW:

☐ **Payment of Penalties:** I admit that I committed the violations listed in this Notice and have enclosed a check or money order payable in U.S. funds for the full amount listed in the Calculation of Penalties section of this Notice. However, I understand that I must still correct the violations, that paying the penalties does not relieve me of the obligation to correct the violations, and that if I do not correct the violations, the City may issue additional Notices of Violation against me. NOTE: Partial payment or payment using a check that is rejected for insufficient funds shall not be considered payment under this option. If a check is unsigned or rejected for insufficient funds, the City may impose additional fees and the penalties shall be considered unpaid until valid payment in full is made. *Failure to make payment in full within 30 days of the date of issuance of this Notice of Violation may result in penalties and costs being assigned to a collection agency.*

☐ **Mitigation Hearing:** I admit that I committed the violations listed in this Notice and request a hearing to request mitigation of the fines and penalties. I understand that the hearing examiner may or may not reduce penalties, and that no penalty shall be reduced to less than \$100 per violation. I also understand that if I have not corrected the violations by the time of the hearing, the City may oppose any reduction of the penalties, and that the City may issue additional Notices of Violation. *Failure to appear at the hearing shall result in a default judgment with the full penalties listed for each violation being assessed as well as any costs requested by the City. Payment must be made in full within 30 days of any decision or default judgment or the fines and costs may be assigned to a collection agency.*

Please submit a fee of \$125.00 for the hearing.

The City will not schedule a hearing if the fee is not included with your response.

The hearing fee will be refunded if you prevail.

☐ **Contested Hearing:** I request a hearing to challenge the violation(s) and I promise to appear at the hearing. I understand that the City must only prove by a preponderance of the evidence that the violations listed in this Notice of Violation occurred and that I am legally responsible for the violations. Subject to the procedures outlined in KMC Chapter 1.20, I understand that I may question any evidence or witnesses presented by the City, but that I am responsible for furnishing any evidence or witnesses on my own behalf. I understand that if the hearing examiner finds that I committed any of the violations, the hearing examiner may impose a penalty of \$500 for each day of a violation. I understand that if I have not corrected the committed violations by the date of the hearing, the City may issue new Notices of Violation and assess additional monetary penalties. *Failure to appear at the hearing shall result in a default judgment with the full penalties listed for each violation being assessed as well as any costs requested by the City. Payment must be made in full within 30 days of any decision or default judgment or the penalties and costs may be assigned to a collection agency.*

Please submit a fee of \$125.00 for the hearing.

The City will not schedule a hearing if the fee is not included with your response.

Hearing fee will be refunded if you prevail.

Signature of Person Paying Fine, Mitigating or Contesting: _____
Print name _____ **Date:** _____

Contact information:

Address _____ **Apt. #** _____
City _____ **State** _____ **ZIP** _____
Telephone (____) _____ **Email** _____

I, Bridgit Baker, state and declare as follows:

On September 3, 2024, I caused the above Notice of Violation to be mailed via regular first-class mail and certified mail to the following addresses:

1. 2716 85th Ave NE, Lake Stevens, WA 98258; the address obtained by entering the above parcel number into the official property tax information website for King County.
2. 8202 NE Bothell Way, Kenmore, WA 98028; the address of the property where the violation is occurring.
3. 18920 25th Ave SE, Bothell, WA 98012; the address provided to the City by the person to whom the document is directed.

I declare under penalty of perjury under the laws of the State of Washington that his state is true and correct.

Signed this _3rd ___ day of September, 2024, at Kenmore, Washington



By: Bridgit Baker
Code Enforcement Officer for the City of Kenmore



City of Kenmore, Washington

Development Services

VOLUNTARY CORRECTION AGREEMENT

This voluntary correction agreement is a written contract between the City of Kenmore, Washington ("City") and the person responsible for the violation, Bothell Apartment Holding, LLC, under which the Responsible Person(s) agrees to abate the violation within a specified time and according to specified conditions of this Agreement.

1. **Name and address of Responsible Person(s):**

Bothell Apartment Holding, LLC
2716 85th Ave NE
Lake Stevens, WA 98258

2. **Identification of the land upon or within which the violation has occurred or is occurring:**

8202 NE Bothell Way
Kenmore, WA 98028

King County Parcel Number: #011410-1230

3. **Description of the violations and a reference to the regulation which has been violated:**

- a. Unpermitted change in the existing use and occupancy classification of a building in violation of Kenmore Municipal Code (KMC) 15.30.500 (Use and Occupancy) & KMC 15.30.200 (Permit Required).

4. **Acknowledgement by Responsible Person(s):** The Responsible Person(s) acknowledge that the violations described in paragraph 3 of this Agreement exist, and that by entering this Agreement, they are waiving the right to contest the existence of the violations or to mitigate the penalties.

5. **Responsible Person agrees to complete the following necessary corrective actions by the specified date or time indicated:**

- a. Submit a complete use-change permit application required to comply with KMC 15.30.500 (Use and Occupancy) & KMC 15.30.200 (Permit Required) to www.mybuildingpermit.com by January 15, 2025.
- b. After a complete application is submitted, if any correction responses are required before the use-change permit can be issued, the Responsible

Person must submit a complete correction response to each correction letter within 90 days of each letter being issued.

- c. Penalties associated with the Notice of Violation issued September 3, 2024, in relation to the code violations described in Section 3 of this Agreement must be paid within 9 months of the date the City signed this Agreement.
 - d. The use-change permit must be issued within 9 months of the complete permit submittal date or January 15, 2025, whichever is sooner. If the use-change permit is not issued within 9 months of the complete permit submittal date or January 15, 2025, whichever is sooner, then the parties to this Agreement agree that the Responsible Person(s) will be in violation of the terms of this Agreement.
 - e. The original payment made on 2/14/2023 for the SEPA application, SEPA23-0007 (less the credit card service fee) can be applied to the complete resubmitted SEPA application made at the same time as the use-change building permit.
6. **Premises Entry and Inspection:** Consistent with state and federal statutes and court cases, Responsible Person agrees that the City may inspect the Premises as may be necessary to determine compliance with this Agreement. Responsible Person further authorizes the City to enter the Premises to inspect and complete the necessary corrective action set forth in this Agreement if Responsible Person has not completed such action by the deadlines established in this Agreement.
7. **Abatement and Cost Recovery:** If the terms of this Agreement are not met, the City may, without issuing a notice of violation, citation, or order, abate the violation pursuant to Chapter 1.20 KMC and/or impose any remedy, cost, or sanction authorized by Chapter 1.20 KMC, which includes, but is not limited to an assessment of a monetary penalty not to exceed \$500 for each day the violation continues, which commences on the date for correction, and recovery of all costs and expenses (including attorney's fees, expert witness fees and court costs) for correcting the violation. Further, the City may suspend, revoke, or limit any development permit relating to the Premises.
8. **Right to a Notice and Hearing Waived.** Responsible Person waives any right to receive a notice of civil violation, citation or order, and the right to administratively or judicially appeal. Responsible Person admits that the facts in the description of the violation in this Agreement existed and constitute a violation of City Ordinances and agrees that if the City determines that the terms of this Agreement are not met, the Responsible Person is liable for the penalties, costs and expenses, and abatement pursuant to this Agreement and Chapter 1.20 KMC without the initiation of a notice of civil violation, citation, order or proceeding, whether administrative or judicial.

9. **Extension and Modification.** Upon written request of Responsible Person, the City may extend the time for correction or may modify the corrective action if the City, at its sole discretion, determines that the Responsible Person has shown reasonable diligence and/or substantial progress in correcting the violation, but due to unforeseen circumstances, has been unable to fully and timely make the correction.
10. **Recording.** Responsible Person acknowledges that the City will record this Agreement in the King County Office of Records and Elections, at the cost and expense of Responsible Person.
11. **Lien.** Responsible Person acknowledges that if any penalties or costs are unpaid, the City shall have a lien for such penalties and costs and expenses against the property, which shall be instituted in accordance with Chapter 1.20 KMC and shall be foreclosed in the same manner as a lien for water and sewer charges.
12. **Binding Nature.** This Agreement shall be binding upon the parties and their heirs, representatives, assigns and successors in interest.

///

This agreement is entered into on 12/10/2024, 2024 between the following parties:

 12/10/2024
Christopher Garnett, Member, Bothell Apartment Holding LLC (Dec 10, 2024 16:26 PST)
Christopher Garnett (signature) Date

Christopher Garnett, Member, Bothell Apartment Holding LLC
Christopher Garnett (print name)

 12/10/2024
joseph wanagel (Dec 10, 2024 19:27 EST)
Joseph Wanagel (signature) Date

joseph wanagel
Joseph Wanagel (print name)

City of Kenmore

Bridgit Baker 12/10/2024
Bridgit Baker (Dec 10, 2024 17:45 PST)
Bridgit Baker Date
Code Enforcement Officer
City of Kenmore

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 26-450**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON,
APPROVING A MULTIFAMILY TAX EXEMPTION (MFTE) CONTRACT FOR
THE KENMORE INN APARTMENTS PROJECT PURSUANT TO CHAPTER
3.65 OF THE KENMORE MUNICIPAL CODE.**

WHEREAS, the City of Kenmore recognizes the critical need for increased housing options and the expansion of affordable rental opportunities within the community; and

WHEREAS, Chapter 3.65 of the Kenmore Municipal Code (KMC) establishes the Multifamily Tax Exemption (MFTE) program to stimulate the development and rehabilitation of multifamily housing in designated residential target areas, thereby promoting economic vitality and housing diversity; and

WHEREAS, the applicant has proposed the rehabilitation and conversion of an existing occupied structure, commonly known as the Kenmore Inn (a former motel), into the "Kenmore Inn Apartments," a project which adds 27 multifamily housing units to the City's residential housing inventory; and

WHEREAS, the Kenmore Inn Apartments project provides a public benefit by incorporating seven (7) designated affordable housing units, ensuring long-term affordability for low- to moderate-income households in accordance with the standards set forth in KMC 3.65; and

WHEREAS, the project is located within a designated Residential Target Area and meets all requirements for the 12-year tax exemption program, and will be required to comply with all local zoning and building standards; and

WHEREAS, the City Council has reviewed the application and determined that the Kenmore Inn Apartments project advances the City's housing goals by repurposing underutilized property and directly contributing to the City's affordable housing stock.

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

Section 1. The City Council hereby approves the Multifamily Tax Exemption (MFTE) contract as set forth on Exhibit A, which is attached hereto and incorporated by reference.

Section 2. The City Manager is hereby authorized to execute the contract, in substantially the form as set forth in Exhibit A, on behalf of the City and to take steps necessary to implement the MFTE

program for the Kenmore Inn Apartments, consistent with Chap. 3.65 KMC, and in accordance with the contract approved herein, and terms and conditions set forth in Resolution No. 26-450.

PASSED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE 27 DAY OF JULY, 2026.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney

**MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AFFORDABLE HOUSING CONTRACT
KENMORE INN**

THIS CONTRACT, entered into this _____ day of _____, 2026, between the CITY OF KENMORE (the “City”), a State of Washington municipal corporation, and the Bothell Apartment Holding LLC, a limited liability company (the “Applicant” and “Owner”), with the exhibits, contain all terms and conditions agreed to by the City and the Applicant to undertake the activities described herein.

RECITALS

[1. WHEREAS, the Applicant has applied for a limited property tax exemption as provided in Chapter 84.14 Revised Code of Washington (RCW) and City Code for multifamily residential rental housing (“Multifamily Housing”), and the City has approved the application; and

2. WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans under building permit application (BLD25-0050 and SEPA23-0007) for new Multifamily Housing to be constructed as part of a twenty-seven-unit multifamily residential project (the “Project”) on property owned by the Applicant situated at 8202 Bothell Way in Kenmore, Washington (the “Property”), and as more particularly described in **Exhibit A**, which is attached hereto and incorporated by reference herein;

3. WHEREAS, the Applicant has agreed to restrict residency to low- and moderate- income households for the Affordable Units (as defined below) in the Project and has recorded a Declaration of Affordable Housing Covenants of even date herewith in a form substantially similar to **Exhibit D** (the “Covenant”) that imposes restrictions on the use and occupancy of the Project; and

4. WHEREAS, the City has agreed to exempt seven (7) dwelling units from impact fees and has determined that the Multifamily Housing will, if completed, occupied, and owned as proposed, satisfy the requirements for a Final Certificate of Tax Exemption (“Final Certificate”).

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Applicant do mutually agree as follows:

1. **Definitions.**

Words and terms capitalized in this Contract, unless explicitly defined in this Contract, shall have the meanings ascribed them by City Code (as defined below) as of the date this Contract was executed.

- a. **Affordable Units.** The units in the Project selected by the Owner and approved by the City or its Designee, as set forth in **Exhibit C** and Section 4 of this Contract, and reserved for occupancy by Eligible Households. Affordable Units may be redesignated within the Project if approved in writing by the City or its Designee in accordance with the Covenant.
- b. **ARCH Lease Rider.** The form as set forth in Exhibit F that will be attached as a rider to all leases of Affordable Units outlining the income requirements for the Affordable Units and the rights of tenants residing in those units.

- c. City Code. The laws, ordinances, regulations and rules adopted by the City [including those attached to the Covenant as Exhibit B – “City Addendum”].
- d. Designee. The City has designated A Regional Coalition for Housing (“ARCH”) as its Designee for purposes of administering the terms of this Contract and monitoring compliance with this Contract and the Covenant.
- e. Eligible Household. One or more adults and their dependents with a household income that does not exceed the applicable percent of the King County Median Income given in Section 4 of this Contract.
- f. Household Income. Income from all household members over the age of eighteen (18) residing in the household. Income of dependents who reside within a household for less than four (4) months of the year will not be counted toward Household Income.
- g. King County Median Income. The median family income for the Seattle-Bellevue, WA HUD Metro FMR Area as most recently determined by the Secretary of Housing and Urban Development (HUD). In the event that HUD no longer publishes median family income figures for King County, the City or Designee may estimate the King County Median Family Income, in such manner as the City or Designee shall determine.
- h. Market Rate Units. The units in the Project that are not income or rent restricted and do not otherwise meet the definition of Affordable Units.
- i. Utilities. The basic residential utility services provided to the Project, including heat, gas, electricity, water, sewer, and solid waste and recycling services, but excluding telephone, internet, and television services.

2. Conditional Certificate of Acceptance of Tax Exemption.

The City agrees, upon execution of this Contract, to issue a Conditional Certificate of Acceptance of Tax Exemption (“Conditional Certificate”), which shall expire three (3) years from the date the Director approved the Applicant’s application for the limited property tax exemption, unless extended by the City as permitted in City Code. The scope of the limited property tax exemption is set forth in the City Code, and Chap. 84.14 RCW, as may be amended.

3. Agreement to Construct Multifamily Housing.

- a. The Applicant agrees to construct, install, and complete the Project on the Property consistent with Building Permit BLDG25-0050 and SEPA23-0007, and substantially as described in the site plans, floor plans, and elevations attached hereto in **Exhibit B**, subject to such modifications thereto, as may be required to comply with applicable City Code. In no event shall the Applicant provide fewer than twenty-seven (27) new dwelling units designed for permanent residential rental occupancy required under City Code, nor shall permanent rental housing comprise less than fifty percent (50%) of the gross floor area of the Project constructed pursuant to this Contract.

b. The Applicant agrees to construct the Project on the Property, including the Multifamily Housing, and to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements or other applicable law. The Applicant further agrees that execution of this Contract by the City, or issuance of a Conditional Certificate by the City pursuant to City Code no way constitutes approval of proposed improvements on the Property or obligates the City to approve proposed improvements.

c. The Applicant agrees to develop the number of parking spaces required by the City for the Project, and the parking spaces must be offered to Affordable Units on the same terms as Market Rate Units. If a tenant of an Affordable Unit is charged a fee for parking, that fee will be included in Affordable Rent (as defined in Section 4).

d. The Applicant agrees that the Multifamily Housing will be completed within three years from the date the Director approved the Applicant's application for the limited property tax exemption, unless extended by the City for cause as provided in City Code.

4. Agreement to Provide Affordable Housing.

The Applicant agrees to provide seven (7) dwelling units ("Affordable Units") for rent and occupancy by Eligible Households. The Affordable Units shall be leased for a monthly housing expense, including one parking space or other parking allowance permitted under City Code as outlined in the City Addendum if applicable, utilities or an applicable utility allowance, and any expenses required by the Owner as a condition of tenancy, that is no greater than thirty percent (30%) of the King County Median Income given in the following table, adjusted for household size ("Affordable Rent").

Dwelling Units

Unit Type (Bedrooms)	Affordable Units	Total Units
	50% AMI	
Very Small Unit/Studio	7	27
Total	7	27

5. Location and Design of Affordable Units; Covenant; Conversion.

a. The Affordable Units shall be those units indicated in **Exhibit C**. The Applicant may propose to change the particular units dedicated as Affordable Units, provided that Applicant shall at a minimum designate and rent a total of seven (7) units as Affordable Units. Applicant shall maintain the same unit mix, affordability levels and minimum sizes for the Affordable Units. The Applicant shall request in writing for the Designee's approval of any proposed change to the units designated as the Affordable Units. The Designee will review the proposed changes and shall base its approval or disapproval of the proposed changes upon the criteria set forth in this Section the Covenant, and City Code.

b. The interior designs of the Affordable Units are to be compatible and comparable with the Market Rate Units. The Affordable Units will be constructed of similar exterior quality and finishes as the other units in the Project. Individual cities have additional requirements regarding the comparability of units, and, if applicable, those requirements are outlined in the City Addendum.

c. All of the dwelling units (Affordable Units and Market Rate Units) in the Project shall be constructed of similar quality and with similar amenities, and each dwelling unit in the Project shall contain facilities for living, sleeping, eating, cooking, and sanitation for a single person or a household which are complete, separate, and distinct from other dwelling units in the Project.

d. Before the City issues a building permit for the Project, the City shall record with the King County Records Office the Declaration of Affordable Housing Covenants (the "Covenant") substantially in the form of **Exhibit D** that addresses rent restrictions, eligible household qualifications, and long-term affordability requirements for the Project. The Covenant shall run with the land and shall be binding on the assigns, heirs and successors of the Applicant. The Applicant shall pay the costs of such recording.

6. Requirements for Final Certificate of Tax Exemption.

The Applicant may, upon completion of the Project and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate. The request shall be in a form approved by the City or Designee, and at a minimum include the following:

- a. A statement of the expenditures on rehabilitation improvements made with respect to the overall Project and the residential and non-residential portions of the Project.
- b. A description of the completed work, including floor area of residential and non-residential area, and a statement of qualification for the exemption;
- c. Documentation that the Multifamily Housing was completed within the required three-year period or any authorized extension and in compliance with the terms of this Contract;
- d. A copy of the recorded Covenant;
- e. Information regarding the Applicant's compliance with the affordability requirements in Chapter 84.14 RCW, City Code, Covenant, and this Contract, which shall include the following:

- (1) Identification of all Affordable Units, whether rented or held vacant to be rented by Eligible Households, the sizes of the Affordable Units, and the maximum rents and household incomes for each affordable unit at time of initial leasing;
- (2) Rents (or offering rents, as applicable) for all Affordable Units;
- (3) A copy of the application and income verification form used for rental of Affordable Units; and
- (4) A copy of the form of lease or rental agreement to be used for Affordable Units; and
- (5) Any such further information that the City or Designee deems necessary or useful to evaluate eligibility for the Final Certificate.

7. Agreement to Issue Final Certificate.

The Applicant may request a Final Certificate of Tax Exemption upon completion of the rehabilitation improvements, and the City will follow the process set forth in City Code to determine whether the completed work is consistent with this Contract, City Code, and Covenant and is qualified for exemption under Chap. 84.14 RCW, and which specific improvements completed meet the requirements of City Code and RCW 84.14.060. The request for Final Certificate of Tax Exemption shall follow the procedures set forth in City Code, and determine whether Applicant has:

- a. Successfully completed the Project in accordance with the terms of this Contract, the Covenant, Chapter 84.14 RCW, City Code, and Building Permit (BLD25-0050 and SEPA23-0007);
- b. Filed a request for a Final Certificate with the Director and submitted the materials described in Paragraph 6 above;
- c. Paid to the City a fee in the amount necessary to cover the Assessor's administrative costs; and
- d. Met all other requirements provided in RCW Chapter 84.14 and City Code for issuance of the Final Certificate.

8. Annual Certification.

Each year by March 31st, or on a different date as established in City Code, as outlined in the City Addendum, for the term of the Covenant, the Applicant agrees to file a certification or declaration with the Designee, verified upon oath or affirmation, with respect to the accuracy of the information provided therein, containing at a minimum the following:

- a. A statement of the occupancy and vacancy of the Multifamily Housing units during the previous year; and
- b. A statement that the Multifamily Housing has not changed use since the date of filing of the Final Certificate; and
- c. A statement that the Multifamily Housing continues to be in compliance with this Contract, RCW Chapter 84.14 and City Code; and
- d. A description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous certification; and
- e. A statement of any change in ownership of all or any part of the Property since the Final Certificate was filed; and
- f. Information and documentation sufficient to demonstrate, to the satisfaction of the City or its Designee, compliance with the affordability requirements of RCW Chapter 84.14, City Code, the Covenant and this Contract, which shall, at minimum, include the following:

- (1) Identification of each Affordable Unit, including any Affordable Units substituted during the previous year pursuant to Section 5.a. of this Contract, and for each Affordable Unit, the current Household Income limits and maximum allowed rent.

(2) For each Affordable Unit that was initially occupied or that had a change of tenancy during the previous year, the date of each tenant's initial occupancy, the household size and Household Income of each tenant household at initial occupancy, and the rent charged at initial occupancy.

(3) For each Affordable Unit that was occupied by the current tenant prior to the previous year, the date of each tenant's initial occupancy, the tenant's current Household Income, the tenant's Household Income at initial occupancy, and current contract rent.

If the Annual Certification shows that the Applicant has failed to rent the minimum number of Affordable Units to Eligible Households as agreed to in this Contract and the Covenant, then the City, and its sole discretion, can declare a default under this Contract and the Covenant.

9. Duration of Exemption.

If approved consistent with City Code, the affordable housing multifamily tax exemption shall have a duration of twelve (12) years following the calendar year of issuance of the Final Certificate pursuant to City Code. Affordable Units that are provided under this Contract shall remain as Affordable Units for the life of the Project as defined in the Covenant.

10. No Violations of City Code.

The Applicant agrees that the Project and that portion of the Property on which the Project is constructed will have no violations of applicable zoning requirements, land use regulations, and building and housing code requirements or other applicable law for which the City shall have issued a notice of violation, citation or other notification that is not resolved by a certificate of compliance, certificate of release, withdrawal, or another method that proves either compliance or that no violation existed.

11. Notification of Transfer of Interest or Change in Use.

The Applicant agrees to notify the City or Designee within thirty (30) days of any transfer of the Applicant's ownership interest in the Project or that portion of the Property on which the Project is constructed. The Applicant further agrees to notify the City, the Designee and the King County Assessor within sixty (60) days of any intended change of use of any or all of the Project to another use. The Applicant acknowledges that such a change in use may result in cancellation of the tax exemption and imposition of additional taxes, interest and penalties pursuant to State law.

12. Impact Fee Waiver Requirements.

The Owner received impact fee waivers for seven (7) dwelling units as consideration for the provision of Affordable Units in the Project. In the event that at any time during the term of this Covenant, the Affordable Units are not provided pursuant to the provisions of this Covenant, the City retains the right to require the Owner to pay to the City all impact fees that were waived at the rate prevailing at the time the City determines the Project is no longer conforming to or complying with the affordability requirements of the Covenant. This provision shall survive termination of the Covenant if termination occurs prior to

expiration of the Qualified Project Period as defined in the Covenant. The Owner shall be responsible for all costs incurred by the City, including but not limited to reasonable attorney fees, to recover any fees owed to the City under this Section.

13. Penalties and Cancellation of Exemption - Appeal.

a. Pursuant to RCW 84.14.110(b), if the Owner does not offer the number of units at rents committed to in this Contract and Covenant, or is not properly screening tenants for the income-restricted Affordable Units, then the City may impose and collect a sliding scale penalty not to exceed the amount calculated by subtracting the amount of rents that would have been collected had the Owner complied with their commitment from the amount of rents actually collected by the Owner for the income-restricted units.

b. The City reserves the right to cancel the Final Certificate if at any time the Multifamily Housing, the Project or that portion of the Property on which the Project is constructed no longer complies with the terms of this Contract or Covenant, or with the requirements of City Code, or for any other reason no longer qualifies for an exemption.

c. If the exemption is canceled for non-compliance, the Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph (a) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and City Code. The Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the Property on which the Project is constructed and attaches at the time the portion of the Property is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property is or may become charged or liable. The Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

d. Upon determining that a tax exemption is to be canceled, the City shall notify the Owner by certified mail, return receipt requested. The Owner may appeal the determination in accordance with City Code.

14. Enforceability; Specific Performance.

The Applicant agrees that irreparable harm would occur in the event that the Affordable Units were not constructed pursuant to the terms of this Contract and that the City shall be entitled to an injunction or injunctions to prevent breaches of this Contract and to enforce specifically the terms and provisions of this Contract in addition to any other remedy to which they are entitled at law or in equity. To the extent the

City incurs legal expenses as a result of the Applicant's breach of this Contract, Applicant shall be responsible for all legal expenses, including attorney fees and court costs, incurred by the City in the enforcement of this Contract.

15. Amendments.

No modification of this Contract shall be made unless mutually agreed upon by the parties in writing and unless in compliance with federal, state and local laws.

16. Binding Effect.

The provisions, covenants, and conditions contained in this Contract are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

17. Governing and Applicable Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Contract shall be in King County Superior Court. Code sections from the RCW and the City Code referenced in this Contract shall refer to those in effect on the date of this Contract.

18. Audits and Inspection of Records.

The Applicant understands and agrees that the City and Designee have the right to monitor, audit, and review appropriate records to assure compliance with this Contract, the Covenant and City Code and to perform evaluations of the effectiveness of the program and guarantee compliance with the affordability requirements. The Applicant agrees to make appropriate records available for review or audit upon seven days' written notice by the City or the Designee. The Applicant also agrees the City and Designee may choose at their own discretion to rely on information submitted through the Washington State Housing Finance Commission's Web-Based Annual Reporting System (WBARS). The Owner agrees to pay all fees charged by the City and/or Designee related to monitoring the Project for compliance with this Contract, City Code, and the Covenant.

19. Estoppel Certificate.

The City agrees, upon the request of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, lender or, mortgagor or encumbrance of the Project, a written certificate stating, if such is true, that the City has no knowledge of any violation or default by the Owner of any of the covenants or conditions of this Contract, or if there are such violations or defaults, the nature of the same.

20. Hold Harmless.

The Owner hereby agrees to defend, indemnify, and hold harmless the City, its Designee, and any other party authorized hereunder to enforce the terms of this Contract, from any and all costs, expenses, and fees, including all attorneys' fees which may be incurred by the City, the Designee, or any other party, in enforcing or attempting to enforce this Contract following any default hereunder on the part of the Owner, its successors, or assigns, whether the same shall be enforced by suit or otherwise, including, but not limited to, all costs, fees, and expenses which may be incurred by the City in connection with any amendment to this Agreement, or other request of Owner.

21. Notices.

All notices to be given pursuant to this Contract shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

APPLICANT: Bothell Apartment Holding LLC
2716 85th Avenue NE
Lake Stevens, WA 98258
Attn: Christopher Garnett

CITY: City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028
Attn: Development Services

DESIGNEE: A Regional Coalition for Housing (ARCH)
16225 NE 87th St, Suite A-3
Redmond, WA 98052

22. Severability.

In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract that can be given effect without the conflicting terms or clause, and to this end, the terms of the Contract are declared to be severable. However, if the severable term prevents the City from receiving the benefits of having affordable housing as outlined in this Contract and the Covenant, then this Contract shall be deemed terminated, or may be terminated, as soon as possible in compliance with any applicable law.

23. Order of Precedence.

This Contract, the Covenant, the City Addendum and the application for MFTE and/or applicable permit applications and City approvals ("Application and Approvals") are incorporated by reference and

constitute the entire agreement between the City and Owner. The terms of each document listed in this paragraph shall be read to coexist with the terms of the other documents and to the extent possible shall be read to not contradict each other. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be the City Addendum, then the Covenant, then this Contract, and then the Application and Approvals.

24. Cross-Default.

A default under the terms and conditions of the Covenant, City Addendum or Application and Approvals shall constitute a default under this Contract.

25. Conflicts with City Code.

In the event that any of the terms of this Contract, the Covenant, City Addendum or the Application and Approvals contradict with the City Code as it existed on the date hereof, the provisions in the City Code will control.

26. Exhibits.

The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A	Legal Description
Exhibit B	Project Site Plan
Exhibit C	Designation of Affordable Units
Exhibit D	Form of Multifamily Property Tax Exemption Covenant
Exhibit E	Type of Land Use Benefit Granted by City – INTENTIONALLY OMITTED
Exhibit F	ARCH Lease Rider

27. Recitals. The recitals set forth above are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CITY

APPLICANT

By: _____
Samantha Loyuk
Its: Development Services Director

By: _____
Christopher Garnett
Its: Managing Member

Approved as to Form
City Attorney

EXHIBIT A
LEGAL DESCRIPTION

LOT 2, KING COUNTY SHORT PLAT NUMBER 477063, RECORDED UNDER
RECORDING NUMBER 7801240956, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION DEEDED TO THE CITY OF KENMORE, A MUNICIPAL
CORPORATION RECORDED UNDER RECORDING NUMBER 20070116001671.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B PROJECT SITE PLAN

NAME: BOTTLE L APARTMENT HOLDING L
ADDRESS: 8353 NE BOTTLE L WAY 98028
PARCEL: 0114 05-1230
LOT AREA: 12,360 SF
LEGAL: ALDERWOOD MANOR #14 LOT 2 KC SHORT PLAT NO 47243 REC NO 781240255 SD PLAT DAF - ALL LOT 21 & ONLY 235.57 FT OF 22 L255 S 10.5 FT FOR RD PER REC # 20070190001071
PLAT BLOCK: 15
PLAT LOT: 21-22
ZONING: LC
PRESENT USE: APARTMENT (SUBSIDIARIES)

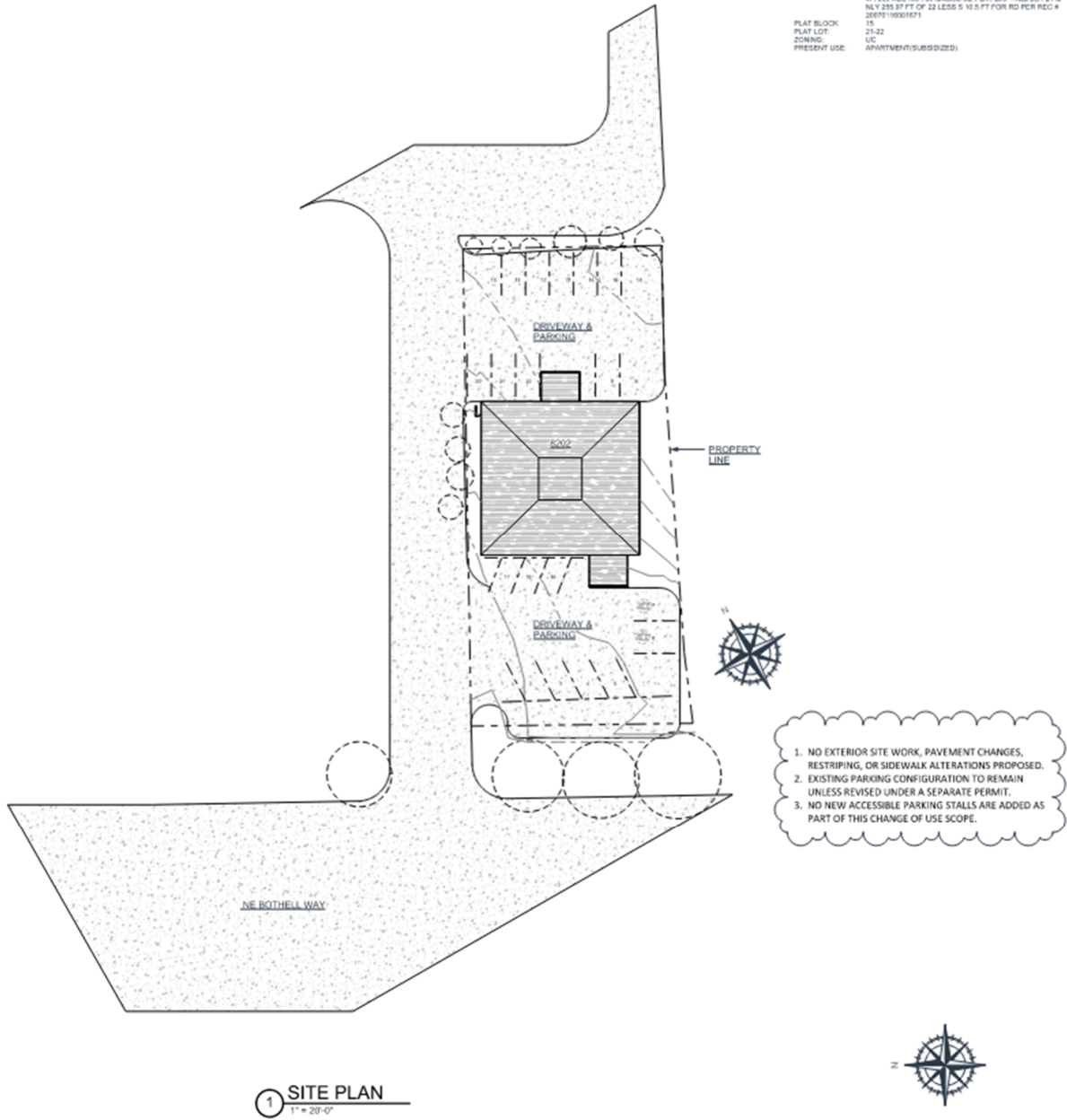


EXHIBIT C
DESIGNATION OF AFFORDABLE UNITS

To be finalized prior to recording.

Unit No.	Unit Type	Unit Size (sq ft)

EXHIBIT D
FORM OF DECLARATION OF AFFORDABLE HOUSING COVENANTS

WHEN RECORDED, MAIL TO:

City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028
ATTN: City Clerk

Development Services Director

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

Document Title(s) <i>(or transactions contained therein):</i> DECLARATION OF AFFORDABLE HOUSING COVENANTS–KENMORE INN
Reference Number(s) of Documents assigned or released: ☐ Additional reference numbers on page _____ of document.
Grantor(s) <i>(Last name first, then first name and initials):</i> 1. BOTHELL APARTMENT HOLDING LLC ☐ Additional names on page ____ of document.
Grantee(s) <i>(Last name first, then first name and initials):</i> 1. CITY OF KENMORE, WASHINGTON ☐ Additional names on page ____ of document.
Legal Description <i>(abbreviated form; i.e., lot, block, plat name, section-township-range):</i> LT 2, KCSP NO. 477063, REC. NO. 780124095B ☒ Additional legal on Exhibit “A” of document.
Assessor’s Property Tax Parcel Account Number(s): 011410-1230

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document.

**DECLARATION OF AFFORDABLE HOUSING COVENANTS
KENMORE INN**

THIS DECLARATION OF AFFORDABLE HOUSING COVENANTS (the “Covenant”) is made and entered into as of this _____ day of _____, 2026, by and between the CITY OF KENMORE, a Municipal Corporation of the State of Washington (the “City”); and BOTHELL APARTMENT HOLDING, a Washington limited liability company, (the “Owner”).

WITNESSETH:

This Covenant is predicated upon the following facts:

A. The Owner is the owner of property located at 8202 Bothell Way in Kenmore, Washington (the “Property”) as more particularly described in **Exhibit A** which is attached hereto. The Owner intends to redevelop said property by constructing, operating, maintaining, and renting twenty-seven (27) multifamily dwelling units (the “Project”), subject to City approval and such other approvals by State and local agencies as required and has applied for a property tax exemption for twelve (12) years pursuant to Chapter 84.14 of the Revised Code of Washington (“RCW”) and City Code as defined in Section 1.

B. To be eligible for the property tax exemption under RCW 84.14 and City Code, the Owner has entered into an Multifamily Housing Limited Property Tax Exemption Affordable Housing Contract (“Contract”) as defined in Section 1 with the City dated _____ agreeing to include seven (7) Affordable Units, as defined in Section 1, for Very Low-Income Households (“Eligible Households,” as the term is defined in Section 1) in the Project.

C. The City has found that the Project will benefit the City and the public generally by providing affordable rental housing for Eligible Households for the Qualified Project Period. In exchange for this public benefit, the City has approved the Owner’s property tax exemption application for the Project.

D. In exchange for the City’s approval of the Owner’s application, the Owner has agreed to accept certain conditions affecting the Property. It is the purpose of this Covenant to set forth and to impose enforceable restrictions on the use and occupancy of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City agree as follows:

SECTION 1 – DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the following meanings or the meaning set forth in the recitals to this Covenant, the Contract, and the City Code as of the date of the Contract.

“Affordable Rent” means monthly housing expenses including any expense that is a condition of tenancy, including, but not limited to, rent plus utilities or other expenses (including parking as applicable) outlined in the City Code, that is no greater than thirty percent (30%) of the monthly King County Median Income level(s) for Eligible Households. If a tenant pays for Utilities separately from rent, the Affordable Rent will be reduced by the amount of the applicable Utility Allowance.

“Affordable Housing Contract” or “Contract” means the Multifamily Housing Limited Property Tax Exemption or Land Use Development Contract between the Owner and the City that outlines the terms and conditions by which the City has agreed to permit the development of the Project or grant a tax exemption to the Project in exchange for the Owner agreeing to restrict a certain number of units in the Project to affordable housing.

“Affordable Units” means the seven (7) dwelling units in the Project as selected by the Owner and as approved by the City or its Designee, as set forth in Exhibit C of the Contract, and reserved for occupancy by Eligible Households pursuant to Section 3.

“City Code” means the laws, ordinances, regulations and rules adopted by the City as of the date of this Covenant [including those set forth in the “City Addendum” attached as **Exhibit B**].

“Completion Date” means the date of the completion of the acquisition, construction, purchase, reconstruction and equipping, as the case may be, of the Project, as that date shall be certified as provided in Section 4.

“Designee” means A Regional Coalition for Housing (“ARCH”).

“Eligible Household” means one or more adults and their dependents, which meet the qualifications for eligibility set forth below in this definition and in Section 3.F. of this Covenant, and who certify that their Household Income does not exceed the applicable percent of the King County Median Income, as set forth in this definition and Section 3.F. of this Covenant, adjusted for Household Size. The certification will be completed on a form approved by the Designee (“Certificate of Household Eligibility”).

Maximum Household Incomes at Initial Occupancy

Income Level	Percent of King County Median Income
Very Low-Income	50%

“Household Income” means all income from all household members over the age of eighteen (18) residing in the household. Income of dependents who reside within a household for less than four (4) months of the year will not be counted toward Household Income.

“Household Size” means the household size assumed for purposes of calculating Affordable Rents as follows:

<u>UNIT TYPE</u>	<u>ASSUMED HOUSEHOLD SIZE</u>
Very Small Unit/Studio/Micro	1 Person
1 Bedroom (including Open 1 Bedroom)	1.5 Persons
2 Bedroom (including Open 2 Bedroom)	3 Persons
3 Bedroom (including Open 3 Bedroom)	4.5 Persons

“King County Median Income” means the median family income for the Seattle-Bellevue, WA HUD Metro FMR Area as most recently determined by the Secretary of Housing and Urban Development (“HUD”). In the event that HUD no longer publishes median family income figures for King County, the Designee may estimate the King County Median Income, in such manner as they shall determine.

“Market Rate Units” mean the units in the Project that are not income or rent restricted and do not otherwise meet the definition of Affordable Units.

“Maximum Recertification Income” means the income level that the household originally qualified for the unit under and is the maximum income the household can have to continue to be eligible to rent an Affordable Unit as outlined in Section 3.F of this Covenant.

“Qualified Project Period” means the life of the Project as defined in City Code.

“Utilities” means basic residential utility services, including heat, gas, electricity, water, sewer, and solid waste and recycling services, but excluding telephone, internet, and television services.

“Utility Allowance” means a deduction to Affordable Rent, established by the City or its Designee, for tenant-paid Utilities.

SECTION 2 – RESIDENTIAL RENTAL PROPERTY

A. General Description. The Owner will construct the Project for the primary purpose of providing multi-family rental housing, and once constructed, the Owner shall own, manage and operate the Project as multi-family rental housing.

B. Conversion to Condominium. In the event the Project is proposed for conversion to condominium, owner-occupied, or non-rental residential use, the Owner must submit to the Designee for its review a plan for preserving the Affordable Units. The Designee will review and make recommendations to the City regarding the Owner’s proposed plan to convert the Affordable Units to owner occupancy by Eligible Households. The Owner must receive approval from the City prior to conversion to condominium, owner-occupied, or non-rental residential use. This Section does not waive the Owner’s obligations to comply with any other law or regulations pertaining to conversion to ownership use.

SECTION 3 – AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS

A. Number of Affordable Units. The Owner shall lease or rent, or make available for lease or rental, to the general public, all of the Affordable Units in the Project. The Owner shall designate all of the Affordable Units based on Unit Type as defined under City Code, reserved for occupancy by Eligible Households, as follows:

Dwelling Units

Unit Type (Bedrooms)	Affordable Units	Total Units
	50% AMI	
Very Small Unit/Studio	7	27
Total	7	27

B. Designation/Re-designation of Affordable Units.

1. The Owner agrees to rent or lease the dwelling units designated in Exhibit C of the Contract as Affordable Units. The Affordable Units so designated shall have substantially the same

equipment and amenities as Market Rate Units in the Project with the comparable number of rooms. The Affordable Units shall be intermingled with Market Rate Units and shall have a unit mix comparable to the overall mix of units in the Project. The Designee shall approve or deny the proposed Affordable Units based upon the criteria set forth in this Section and City Code.

2. The Owner, from time to time, may propose to change the particular units designated as Affordable Units provided that (1) at all times at least seven of residential units in the Project are designated as Affordable Units, (2) the same unit mix and affordability mix is retained, and (3) the Affordable Units continue to meet all other standards required by this Covenant and City Code. The Owner shall notify the Designee of the proposed change in writing for the City or Designee's approval. The City or Designee will review the proposed changes and shall approve or deny the proposed changes based upon the criteria set forth in this Section. The Owner shall receive the City or Designee's approval prior to changing the designation of any Affordable Unit; failure to receive the City or Designee's approval prior to changing the designation shall constitute a default under this Covenant.

C. Affordable Units Rent Level. The monthly rent for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Rent, and for each specific tenant, shall be adjusted no more than once every twelve (12) months, and in no event within the first 12 months of occupancy.

D. Renting Affordable Units to Eligible Households. During the Qualified Project Period, the Owner shall rent or lease the Affordable Units to Eligible Households and, if at any time the Owner is unable to rent or lease the Affordable Units, the Affordable Units shall remain vacant pending rental or lease to Eligible Households.

E. Equal Access to Common Facilities. Tenants in the Affordable Units shall have equal access to enjoyment of all common facilities and amenities of the Project.

F. Qualifying Eligible Household Income for Affordable Units at Initial Occupancy and Recertification. Qualifying Eligible Household Income at time of occupancy may not exceed the applicable percent of King County Median Income set forth in the table in the definition for Eligible Household above. At time of annual recertification, a household will remain eligible for an Affordable Unit as long as Household Income does not exceed the Maximum Recertification Income set forth in the table below, adjusted for Household Size. .

Percent of King County Median Income

Eligible Households	Maximum Income at Initial Occupancy	Maximum Recertification Income
Very Low-Income	50%	70%

If at the time of recertification Household Income exceeds the Maximum Recertification Income limit for the income level initially qualified for by a household, then within 90 days either the Owner should request that the Designee redesignate the unit as market rate and a Market Rate Unit in the Project must be redesignated and rented as an Affordable Unit; or the household must vacate the unit, unless otherwise prohibited by law, to make it available for an Eligible Household.

G. Minimum Household Size Limits for Affordable Units. The Owner shall follow occupancy standards set by City Code but for Affordable Units each household at initial occupancy shall have the following minimum household size for each unit size:

<u>Unit Size</u>	<u>Minimum Household Size</u>
Efficiency	1 Person
1 Bedroom	1 Person
2 Bedroom	2 Persons
3 Bedroom	3 Persons

H. [Intentionally Omitted]

SECTION 4 – REPORTING REQUIREMENTS

A. Completion of Certificate of Household Eligibility. Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective tenant to complete a Certificate of Household Eligibility in a form approved by the Designee. The Owner shall also undertake a good faith effort to verify the applicant's Household Income, as reported on the completed Certificate by reviewing the applicant's federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that the information provided by the applicant is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records that the Designee may consider appropriate.

B. Annual Recertification of Residents. On an annual basis, the Owner shall require all households occupying Affordable Units to complete and return to the Owner an updated Certificate of Household Eligibility. The Owner shall undertake a good faith effort to verify the reported Household Income, as reported in the completed Certificate. The Owner's obligation to verify the Household Income shall be limited to obtaining a copy of and reviewing the tenant's federal income tax returns, unless the Owner has actual knowledge or reason to believe that the information provided by the household is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records the Designee may consider appropriate.

The Owner shall file certifications with the Designee, by attachment to the Annual Project Certification Report required pursuant to Subsection C of this Section. The City or its Designee may investigate independently to verify certifications submitted by the Owner.

C. Annual Project Certification Report. After the Completion Date and until 90% of the rental units are occupied, the Owner shall, on a quarterly basis, file with the Designee an "Annual Project Certification Report," in a form provided by the Designee. After 90% of the rental units in the Project are occupied, the Owner shall file the Annual Project Certification Report annually on or before March 31st or on a different date as established in City Code.as outlined in the City Addendum. The Annual Certification Report shall report on information including but not limited to occupancy and vacancy, households occupying the Affordable Units, lease dates and length, and monthly rent and other charges. Owner shall note any vacancies in the Project that extended beyond sixty days the previous year and provide supporting documentation as requested by the Designee. In the event there are extended vacancies and less than 90%

of the rental units are occupied, the Designee or City, at its sole discretion, may require additional reporting until 90% of the rental units in the Project are occupied.

D. Maintain Complete Records. The Owner shall maintain complete and accurate records pertaining to the Affordable Units and shall permit any duly authorized representative of the City, including, without limitation, its Designee, to inspect the books and records of the Owner pertaining to the Affordable Units, and incomes of Eligible Households residing in the Project. The Owner's failure to maintain such records or failure to allow examination by the City or any duly authorized representative shall constitute a default hereunder.

SECTION 5 – MARKETING, SECTION 8 HOUSING CHOICE VOUCHERS, LEASE PROVISIONS

A. Marketing. The Owner has agreed to the following ongoing obligations related to marketing the Affordable Units in the Project:

1. Prior to lease-up of the Project, the Property Owner shall submit pre-leasing period materials, in a form approved by the Designee, to the Designee to confirm compliance with the affordability requirements at the Property. The pre-leasing materials shall include, but not be limited to, monthly rent and housing expenses, model leases and attachments, affordable unit designation, and parking requirements. The materials shall be submitted no later than two weeks before any leasing activity of the Affordable Units begins. Additionally, the Owner shall coordinate with the Designee prior to the start of leasing activities for the purposes of marketing, outreach, and communications notifying the public of the Project. In determining which eligible applicants shall be rented Affordable Units, the Owner shall reasonably consider persons who received marketing information from the Designee.

2. After lease-up and stabilization of the Project, the Project Owner shall make diligent efforts to market and lease vacant Affordable Units to Eligible Households. Owner shall notify the Designee of any extended vacancies greater than sixty days and provide marketing information to the Designee to share with the public.

B. Section 8 Housing Choice Vouchers. The Owner shall accept as tenants households who receive rent subsidies pursuant to Section 8 of the United States Housing Act of 1937, as amended, on the same basis as all other prospective households. The Owner shall not apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy by holders of Section 8 Housing Choice Vouchers.

C. Lease Provisions. The Owner shall include the following provisions in all leases for Affordable Units in the Project:

1. All leases for Affordable Units shall contain clauses wherein each individual lessee: (i) certifies the accuracy of the statements made in the Certificate of Household Eligibility (as defined in the Covenant), (ii) agrees that the household income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, and (iii) agrees that misrepresentation in the certification is a material breach of the lease, entitling the Owner to terminate the lease for the Affordable Unit.

2. Leases for Affordable Units should have similar terms to leases for Market Rate Units, except when necessary to comply with affordability requirements.

3. In addition to the other terms required by this Section 5.C., all leases must attach a copy of the ARCH Lease Rider in the form of **Exhibit C** attached to this Covenant.

SECTION 6 – SALE OR TRANSFER OF THE PROJECT

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing a written agreement from the purchaser stating that the purchaser understands, and will comply with the Owner's duties and obligations under this Covenant. Such agreement must be received by the Designee at least 30 days prior to the close of escrow.

SECTION 7 – TERM

This Covenant shall become effective upon its execution and delivery and shall continue in full force and effect throughout the Qualified Project Period, unless sooner modified or terminated with the consent of the City.

SECTION 8 – NO DISCRIMINATION

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap in the lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

SECTION 9 – COVENANTS RUN WITH LAND

A. The City and Owner hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land (i) by enhancing and increasing the enjoyment and use of the Project by Eligible Households, and (ii) by furthering the public purposes of providing housing for Eligible Households.

B. The City and the Owner hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Owner and their successors and assigns and all subsequent owners of the Project or any interest therein, and the City and its successors and assigns, all for the Qualified Project Period. Each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Covenant, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

SECTION 10 – ENFORCEMENT

A. Enforcement Provisions. The Owner shall exercise reasonable diligence to comply with the requirements of this Covenant and shall correct any such noncompliance within sixty (60) days after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of

reasonable diligence, or within 60 days after the Owner receives notice of such noncompliance from the City or its Designee; provided, however, that such period for correction may be extended by the City if, in the judgement of the City, the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the City on its own behalf may take any one or more of the following steps:

1. By any suit, action, or proceeding at law or in equity, require the Owner to perform its obligations under this Covenant or the Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Owner's default;

2. Have access to, and inspect, examine, and make copies of, all of the books and records of the Owner pertaining to the Project; provided, however, the City or its Designee shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the City's rights hereunder; and

3. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions, and agreements of the Owner under this Covenant.

4. The Owner hereby grants to the City and the Designee the option, upon the Owner's failure to timely cure a default under this Covenant during the Qualified Project Period, to require the Owner to hire a property management company approved by the Designee and experienced in managing affordable housing to manage the Affordable Units in compliance with the provisions of this Covenant. The Owner shall be responsible for paying all fees associated with the property management company and complying with this Covenant.

5. The rights and remedies provided by this Section 10 are cumulative and the use of any one right or remedy by the City shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the City may have by law, statute, ordinance, City Code or otherwise.

B. Assignment of Rents. Owner hereby assigns to the City or the Designee the right to receive the penalty amount from rents due or collected pursuant to RCW 84.14.110(1)(b) and this Covenant during the entire period an Affordable Unit or Affordable Units are occupied in violation of this Covenant. Any funds collected shall be deposited into the City's housing fund for use consistent with the City's affordable housing policies, plans, or initiatives. Owner shall be responsible for all costs to the City, including reasonable attorney fees, to recover such rents.

C. No Third-Party Beneficiaries. The provisions of this Covenant and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Owner, the City and its Designee only and are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of this Covenant or of the documents to be executed and delivered in connection herewith.

D. Attorney Fees. If legal costs are incurred by the City as a result of Owner's violation of the terms of this Covenant, Owner shall be responsible for all legal costs, including attorney fees and court costs, incurred by the City to enforce the terms of this Covenant.

SECTION 11 – AGREEMENT TO RECORD

The Owner shall cause this Covenant to be recorded in the real property records of King County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the City or its Designee with a copy of the recorded document.

SECTION 12 – RELIANCE

The City and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Owner. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Household Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are inaccurate.

SECTION 13 – GOVERNING LAW

This Covenant shall be governed by the laws of the State of Washington.

SECTION 14 – NO CONFLICT WITH OTHER DOCUMENTS

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith except for the City Addendum referenced in Section 17 herein.

SECTION 15 – AMENDMENTS

This Covenant shall be amended only by a written instrument executed by the parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington. Amendments to **Exhibit B** shall be considered to be approved in writing when the revised **Exhibit B** is signed by the Owner and the City or its Designee without the need for a further written document attaching the revised exhibit and striking prior versions of the exhibit. In the event of conflict between versions of **Exhibits B**, the version maintained by the City or its Designee as the then-current version, signed by Owner and City or its Designee, shall prevail.

SECTION 16 – NOTICE

Any notice or communication hereunder shall be in writing and may be given by registered or certified mail. The notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed with postage prepaid. If given otherwise, it shall be deemed to be given when delivered to and received by the party to whom addressed. Such notices and communications shall be given to the parties hereto at their following addresses:

If to the City:	City of Kenmore
	18120 68 th Ave NE
	Kenmore, WA 98028

Attn: Development Services

With a copy to the Designee
A Regional Coalition for Housing (ARCH)
16225 NE 87th Street, Suite A-3
Redmond, WA 98052
Attn: Housing Planner

If to the Owner: Bothell Apartment Holding LLC
2716 85th Avenue NE
Lake Stevens, WA 98258
Attn: Christopher Garnett

Any party may change its address for notices upon ten (10) days prior written notice to the other parties. Legal counsel for a party may deliver notices on behalf of the represented party and such notice shall be deemed delivered by such party.

SECTION 17 – ORDER OF PRECEDENCE

This Covenant, the Contract, the City Addendum and the application for MFTE and/or applicable permit applications and City approvals (“Application and Approvals”) are incorporated by reference and constitute the entire agreement between the City and Owner. The terms of each document listed in this paragraph shall be read to coexist with the terms of the other documents and to the extent possible shall be read to not contradict each other. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be the City Addendum, then this Covenant, then the Contract, and then the Application and Approvals.

SECTION 18 - CROSS-DEFAULT

A default under the terms and conditions of the Contract, City Addendum or Application and Approvals shall constitute a default under this Covenant.

SECTION 19 – CONFLICTS WITH CITY CODE.

In the event any terms of this Covenant, the Contract, City Addendum or the Application and Approvals contradict with the City Code as it existed on the date hereof, the provisions in the City Code will control.

SECTION 20 – SEVERABILITY

If any provision of this Covenant shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 21 – CONSTRUCTION

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions

hereof shall be construed to effectuate the purposes set forth in this Covenant and to sustain the validity hereof.

SECTION 22 – TITLES AND HEADINGS

The titles and headings of the sections of this Covenant have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in the construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

[Signature page follows.]

IN WITNESS WHEREOF, the Owner and City have each executed this Declaration of Affordable Housing Covenants on the Date first above written.

Owners:

The City of Kenmore:

Christopher Garnett
Its: Managing Member

Samantha Loyuk
Its: Development Services Director

Approved as to Form:

City Attorney

STATE OF WASHINGTON }
 }
COUNTY OF KING } ss.

On this _____ day of _____, _____, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me _____ known to me to be the _____ of the CITY OF REDMOND, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, _____.

Notary Public in and for the State of Washington.

Print Name _____

Residing at _____

My commission expires _____

STATE OF WASHINGTON }
 }
COUNTY OF KING } ss.

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, corporation, who executed the foregoing instrument on behalf of the said corporation, and acknowledged the said document to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, _____.

Notary Public in and for the State of Washington.

Print Name _____
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

LOT 2, KING COUNTY SHORT PLAT NUMBER 477063, RECORDED UNDER RECORDING NUMBER 7801240956, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION DEEDED TO THE CITY OF KENMORE, A MUNICIPAL CORPORATION RECORDED UNDER RECORDING NUMBER 20070116001671.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B
CITY ADDENDUM

TO BE FINALIZED PRIOR TO RECORDING.

EXHIBIT C

ARCH LEASE RIDER

TO BE FINALIZED PRIOR TO RECORDING.

**EXHIBIT E – INTENTIONALLY OMITTED
TYPE OF LAND USE BENEFIT GRANTED BY CITY**

EXHIBIT F
ARCH LEASE RIDER

To be finalized prior to recording.

Exhibit A

Legal Description

LOT 2, KING COUNTY SHORT PLAT NUMBER 477063, RECORDED UNDER RECORDING NUMBER 7801240956, IN KING COUNTY, WASHINGTON;

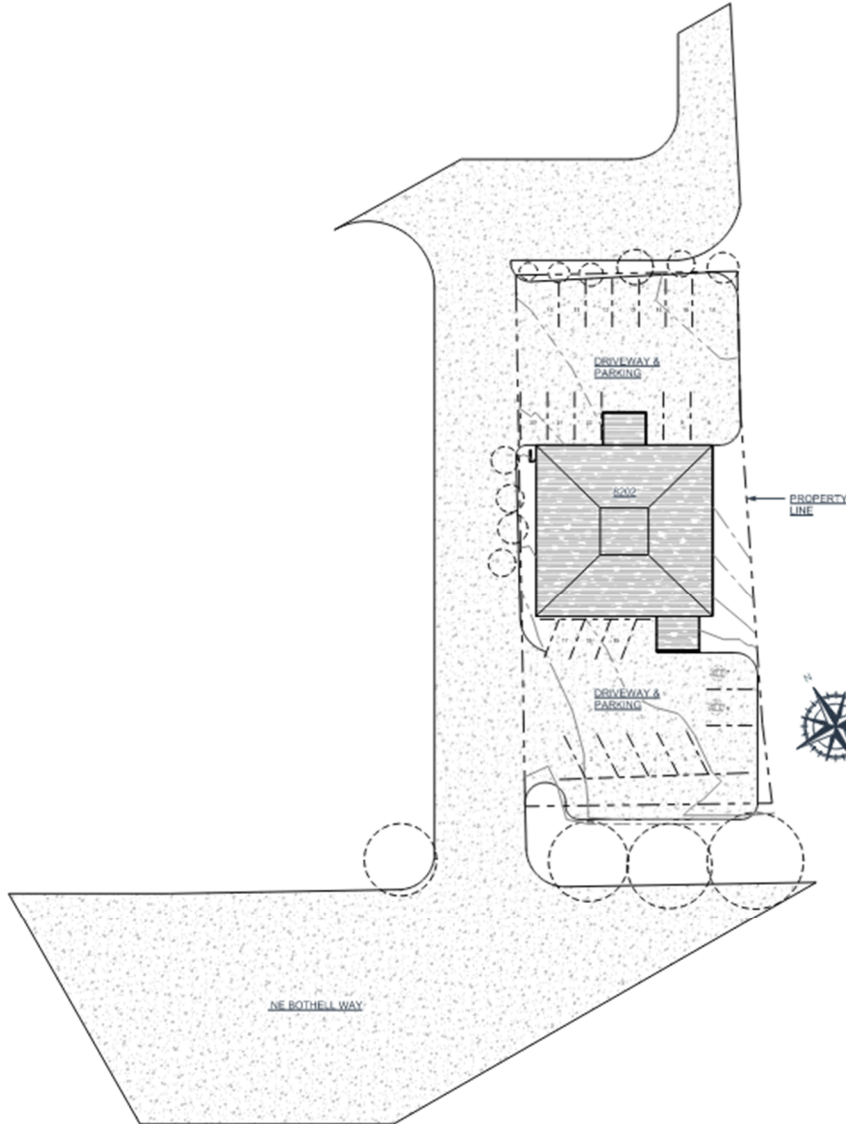
EXCEPT THAT PORTION DEEDED TO THE CITY OF KENMORE, A MUNICIPAL CORPORATION RECORDED UNDER RECORDING NUMBER 20070116001671.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Exhibit B

Project Site Plan

NAME: DOTHILL APARTMENT HOLDING L
 ADDRESS: 6353 NE DOTHILL WAY 98038
 PARCEL: 011410-1200
 LOT AREA: 12,390 SF
 LEGAL: ALDERWOOD MANOR #14 LOT 2 VC SHORT PLAT NO. 477063 REC NO 781240556 SS PLAT DAF - ALL LOT 21 & NLY 255.87 FT OF 22 LESS S 10.5 FT FOR RD FOR REC # 2007110001071
 PLAT BLOCK: 15
 PLAT LOT: 21-22
 ZONING: UC
 PRESENT USE: APARTMENT(SUBSIDIZED)



1. NO EXTERIOR SITE WORK, PAVEMENT CHANGES, RESTRIPIING, OR SIDEWALK ALTERATIONS PROPOSED.
2. EXISTING PARKING CONFIGURATION TO REMAIN UNLESS REVISED UNDER A SEPARATE PERMIT.
3. NO NEW ACCESSIBLE PARKING STALLS ARE ADDED AS PART OF THIS CHANGE OF USE SCOPE.

1 SITE PLAN
 1" = 20'-0"



Exhibit C

Designation of Affordable Units

To be finalized prior to recording.

Unit No.	Unit Type	Unit Size (sq ft)

WHEN RECORDED, MAIL TO:

City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028
ATTN: City Clerk

Development Services Director

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

Document Title(s) <i>(or transactions contained therein):</i> DECLARATION OF AFFORDABLE HOUSING COVENANTS–KENMORE INN
Reference Number(s) of Documents assigned or released: ☐ Additional reference numbers on page _____ of document.
Grantor(s) <i>(Last name first, then first name and initials):</i> 1. BOTHELL APARTMENT HOLDING LLC ☐ Additional names on page ____ of document.
Grantee(s) <i>(Last name first, then first name and initials):</i> 1. CITY OF KENMORE, WASHINGTON ☐ Additional names on page ____ of document.
Legal Description <i>(abbreviated form; i.e., lot, block, plat name, section-township-range):</i> LT 2, KCSP NO. 477063, REC. NO. 780124095B ☒ Additional legal on Exhibit “A” of document.
Assessor’s Property Tax Parcel Account Number(s): 011410-1230

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document.

**DECLARATION OF AFFORDABLE HOUSING COVENANTS
KENMORE INN**

THIS DECLARATION OF AFFORDABLE HOUSING COVENANTS (the “Covenant”) is made and entered into as of this _____ day of _____, 2026, by and between the CITY OF KENMORE, a Municipal Corporation of the State of Washington (the “City”); and BOTHELL APARTMENT HOLDING, a Washington limited liability company, (the “Owner”).

WITNESSETH:

This Covenant is predicated upon the following facts:

A. The Owner is the owner of property located at 8202 Bothell Way in Kenmore, Washington (the “Property”) as more particularly described in **Exhibit A** which is attached hereto. The Owner intends to redevelop said property by constructing, operating, maintaining, and renting twenty-seven (27) multifamily dwelling units (the “Project”), subject to City approval and such other approvals by State and local agencies as required and has applied for a property tax exemption for twelve (12) years pursuant to Chapter 84.14 of the Revised Code of Washington (“RCW”) and City Code as defined in Section 1.

B. To be eligible for the property tax exemption under RCW 84.14 and City Code, the Owner has entered into an Multifamily Housing Limited Property Tax Exemption Affordable Housing Contract (“Contract”) as defined in Section 1 with the City dated _____ agreeing to include seven (7) Affordable Units, as defined in Section 1, for Very Low-Income Households (“Eligible Households,” as the term is defined in Section 1) in the Project.

C. The City has found that the Project will benefit the City and the public generally by providing affordable rental housing for Eligible Households for the Qualified Project Period. In exchange for this public benefit, the City has approved the Owner’s property tax exemption application for the Project.

D. In exchange for the City’s approval of the Owner’s application, the Owner has agreed to accept certain conditions affecting the Property. It is the purpose of this Covenant to set forth and to impose enforceable restrictions on the use and occupancy of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City agree as follows:

SECTION 1 – DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the following meanings or the meaning set forth in the recitals to this Covenant, the Contract, and the City Code as of the date of the Contract.

“Affordable Rent” means monthly housing expenses including any expense that is a condition of tenancy, including, but not limited to, rent plus utilities or other expenses (including parking as applicable) outlined in the City Code, that is no greater than thirty percent (30%) of the monthly King County Median Income level(s) for Eligible Households. If a tenant pays for Utilities separately from rent, the Affordable Rent will be reduced by the amount of the applicable Utility Allowance.

“Affordable Housing Contract” or “Contract” means the Multifamily Housing Limited Property Tax Exemption or Land Use Development Contract between the Owner and the City that outlines the terms and conditions by which the City has agreed to permit the development of the Project or grant a tax exemption to the Project in exchange for the Owner agreeing to restrict a certain number of units in the Project to affordable housing.

“Affordable Units” means the seven (7) dwelling units in the Project as selected by the Owner and as approved by the City or its Designee, as set forth in Exhibit C of the Contract, and reserved for occupancy by Eligible Households pursuant to Section 3.

“City Code” means the laws, ordinances, regulations and rules adopted by the City as of the date of this Covenant [including those set forth in the “City Addendum” attached as **Exhibit B**].

“Completion Date” means the date of the completion of the acquisition, construction, purchase, reconstruction and equipping, as the case may be, of the Project, as that date shall be certified as provided in Section 4.

“Designee” means A Regional Coalition for Housing (“ARCH”).

“Eligible Household” means one or more adults and their dependents, which meet the qualifications for eligibility set forth below in this definition and in Section 3.F. of this Covenant, and who certify that their Household Income does not exceed the applicable percent of the King County Median Income, as set forth in this definition and Section 3.F. of this Covenant, adjusted for Household Size. The certification will be completed on a form approved by the Designee (“Certificate of Household Eligibility”).

Maximum Household Incomes at Initial Occupancy

Income Level	Percent of King County Median Income
Very Low-Income	50%

“Household Income” means all income from all household members over the age of eighteen (18) residing in the household. Income of dependents who reside within a household for less than four (4) months of the year will not be counted toward Household Income.

“Household Size” means the household size assumed for purposes of calculating Affordable Rents as follows:

<u>UNIT TYPE</u>	<u>ASSUMED HOUSEHOLD SIZE</u>
Very Small Unit/Studio/Micro	1 Person
1 Bedroom (including Open 1 Bedroom)	1.5 Persons
2 Bedroom (including Open 2 Bedroom)	3 Persons
3 Bedroom (including Open 3 Bedroom)	4.5 Persons

“King County Median Income” means the median family income for the Seattle-Bellevue, WA HUD Metro FMR Area as most recently determined by the Secretary of Housing and Urban Development (“HUD”). In the event that HUD no longer publishes median family income figures for King County, the Designee may estimate the King County Median Income, in such manner as they shall determine.

“Market Rate Units” mean the units in the Project that are not income or rent restricted and do not otherwise meet the definition of Affordable Units.

“Maximum Recertification Income” means the income level that the household originally qualified for the unit under and is the maximum income the household can have to continue to be eligible to rent an Affordable Unit as outlined in Section 3.F of this Covenant.

“Qualified Project Period” means the life of the Project as defined in City Code.

“Utilities” means basic residential utility services, including heat, gas, electricity, water, sewer, and solid waste and recycling services, but excluding telephone, internet, and television services.

“Utility Allowance” means a deduction to Affordable Rent, established by the City or its Designee, for tenant-paid Utilities.

SECTION 2 – RESIDENTIAL RENTAL PROPERTY

A. General Description. The Owner will construct the Project for the primary purpose of providing multi-family rental housing, and once constructed, the Owner shall own, manage and operate the Project as multi-family rental housing.

B. Conversion to Condominium. In the event the Project is proposed for conversion to condominium, owner-occupied, or non-rental residential use, the Owner must submit to the Designee for its review a plan for preserving the Affordable Units. The Designee will review and make recommendations to the City regarding the Owner’s proposed plan to convert the Affordable Units to owner occupancy by Eligible Households. The Owner must receive approval from the City prior to conversion to condominium, owner-occupied, or non-rental residential use. This Section does not waive the Owner’s obligations to comply with any other law or regulations pertaining to conversion to ownership use.

SECTION 3 – AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS

A. Number of Affordable Units. The Owner shall lease or rent, or make available for lease or rental, to the general public, all of the Affordable Units in the Project. The Owner shall designate all of the Affordable Units based on Unit Type as defined under City Code, reserved for occupancy by Eligible Households, as follows:

Dwelling Units

Unit Type (Bedrooms)	Affordable Units	Total Units
	50% AMI	
Very Small Unit/Studio	7	27
Total	7	27

B. Designation/Re-designation of Affordable Units.

1. The Owner agrees to rent or lease the dwelling units designated in Exhibit C of the Contract as Affordable Units. The Affordable Units so designated shall have substantially the same

equipment and amenities as Market Rate Units in the Project with the comparable number of rooms. The Affordable Units shall be intermingled with Market Rate Units and shall have a unit mix comparable to the overall mix of units in the Project. The Designee shall approve or deny the proposed Affordable Units based upon the criteria set forth in this Section and City Code.

2. The Owner, from time to time, may propose to change the particular units designated as Affordable Units provided that (1) at all times at least seven of residential units in the Project are designated as Affordable Units, (2) the same unit mix and affordability mix is retained, and (3) the Affordable Units continue to meet all other standards required by this Covenant and City Code. The Owner shall notify the Designee of the proposed change in writing for the City or Designee's approval. The City or Designee will review the proposed changes and shall approve or deny the proposed changes based upon the criteria set forth in this Section. The Owner shall receive the City or Designee's approval prior to changing the designation of any Affordable Unit; failure to receive the City or Designee's approval prior to changing the designation shall constitute a default under this Covenant.

C. Affordable Units Rent Level. The monthly rent for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Rent, and for each specific tenant, shall be adjusted no more than once every twelve (12) months, and in no event within the first 12 months of occupancy.

D. Renting Affordable Units to Eligible Households. During the Qualified Project Period, the Owner shall rent or lease the Affordable Units to Eligible Households and, if at any time the Owner is unable to rent or lease the Affordable Units, the Affordable Units shall remain vacant pending rental or lease to Eligible Households.

E. Equal Access to Common Facilities. Tenants in the Affordable Units shall have equal access to enjoyment of all common facilities and amenities of the Project.

F. Qualifying Eligible Household Income for Affordable Units at Initial Occupancy and Recertification. Qualifying Eligible Household Income at time of occupancy may not exceed the applicable percent of King County Median Income set forth in the table in the definition for Eligible Household above. At time of annual recertification, a household will remain eligible for an Affordable Unit as long as Household Income does not exceed the Maximum Recertification Income set forth in the table below, adjusted for Household Size. .

Percent of King County Median Income

Eligible Households	Maximum Income at Initial Occupancy	Maximum Recertification Income
Very Low-Income	50%	70%

If at the time of recertification Household Income exceeds the Maximum Recertification Income limit for the income level initially qualified for by a household, then within 90 days either the Owner should request that the Designee redesignate the unit as market rate and a Market Rate Unit in the Project must be redesignated and rented as an Affordable Unit; or the household must vacate the unit, unless otherwise prohibited by law, to make it available for an Eligible Household.

G. Minimum Household Size Limits for Affordable Units. The Owner shall follow occupancy standards set by City Code but for Affordable Units each household at initial occupancy shall have the following minimum household size for each unit size:

<u>Unit Size</u>	<u>Minimum Household Size</u>
Efficiency	1 Person
1 Bedroom	1 Person
2 Bedroom	2 Persons
3 Bedroom	3 Persons

H. [Intentionally Omitted]

SECTION 4 – REPORTING REQUIREMENTS

A. Completion of Certificate of Household Eligibility. Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective tenant to complete a Certificate of Household Eligibility in a form approved by the Designee. The Owner shall also undertake a good faith effort to verify the applicant's Household Income, as reported on the completed Certificate by reviewing the applicant's federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that the information provided by the applicant is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records that the Designee may consider appropriate.

B. Annual Recertification of Residents. On an annual basis, the Owner shall require all households occupying Affordable Units to complete and return to the Owner an updated Certificate of Household Eligibility. The Owner shall undertake a good faith effort to verify the reported Household Income, as reported in the completed Certificate. The Owner's obligation to verify the Household Income shall be limited to obtaining a copy of and reviewing the tenant's federal income tax returns, unless the Owner has actual knowledge or reason to believe that the information provided by the household is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records the Designee may consider appropriate.

The Owner shall file certifications with the Designee, by attachment to the Annual Project Certification Report required pursuant to Subsection C of this Section. The City or its Designee may investigate independently to verify certifications submitted by the Owner.

C. Annual Project Certification Report. After the Completion Date and until 90% of the rental units are occupied, the Owner shall, on a quarterly basis, file with the Designee an "Annual Project Certification Report," in a form provided by the Designee. After 90% of the rental units in the Project are occupied, the Owner shall file the Annual Project Certification Report annually on or before March 31st or on a different date as established in City Code.as outlined in the City Addendum. The Annual Certification Report shall report on information including but not limited to occupancy and vacancy, households occupying the Affordable Units, lease dates and length, and monthly rent and other charges. Owner shall note any vacancies in the Project that extended beyond sixty days the previous year and provide supporting documentation as requested by the Designee. In the event there are extended vacancies and less than 90%

of the rental units are occupied, the Designee or City, at its sole discretion, may require additional reporting until 90% of the rental units in the Project are occupied.

D. Maintain Complete Records. The Owner shall maintain complete and accurate records pertaining to the Affordable Units and shall permit any duly authorized representative of the City, including, without limitation, its Designee, to inspect the books and records of the Owner pertaining to the Affordable Units, and incomes of Eligible Households residing in the Project. The Owner's failure to maintain such records or failure to allow examination by the City or any duly authorized representative shall constitute a default hereunder.

SECTION 5 – MARKETING, SECTION 8 HOUSING CHOICE VOUCHERS, LEASE PROVISIONS

A. Marketing. The Owner has agreed to the following ongoing obligations related to marketing the Affordable Units in the Project:

1. Prior to lease-up of the Project, the Property Owner shall submit pre-leasing period materials, in a form approved by the Designee, to the Designee to confirm compliance with the affordability requirements at the Property. The pre-leasing materials shall include, but not be limited to, monthly rent and housing expenses, model leases and attachments, affordable unit designation, and parking requirements. The materials shall be submitted no later than two weeks before any leasing activity of the Affordable Units begins. Additionally, the Owner shall coordinate with the Designee prior to the start of leasing activities for the purposes of marketing, outreach, and communications notifying the public of the Project. In determining which eligible applicants shall be rented Affordable Units, the Owner shall reasonably consider persons who received marketing information from the Designee.

2. After lease-up and stabilization of the Project, the Project Owner shall make diligent efforts to market and lease vacant Affordable Units to Eligible Households. Owner shall notify the Designee of any extended vacancies greater than sixty days and provide marketing information to the Designee to share with the public.

B. Section 8 Housing Choice Vouchers. The Owner shall accept as tenants households who receive rent subsidies pursuant to Section 8 of the United States Housing Act of 1937, as amended, on the same basis as all other prospective households. The Owner shall not apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy by holders of Section 8 Housing Choice Vouchers.

C. Lease Provisions. The Owner shall include the following provisions in all leases for Affordable Units in the Project:

1. All leases for Affordable Units shall contain clauses wherein each individual lessee: (i) certifies the accuracy of the statements made in the Certificate of Household Eligibility (as defined in the Covenant), (ii) agrees that the household income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, and (iii) agrees that misrepresentation in the certification is a material breach of the lease, entitling the Owner to terminate the lease for the Affordable Unit.

2. Leases for Affordable Units should have similar terms to leases for Market Rate Units, except when necessary to comply with affordability requirements.

3. In addition to the other terms required by this Section 5.C., all leases must attach a copy of the ARCH Lease Rider in the form of **Exhibit C** attached to this Covenant.

SECTION 6 – SALE OR TRANSFER OF THE PROJECT

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing a written agreement from the purchaser stating that the purchaser understands, and will comply with the Owner's duties and obligations under this Covenant. Such agreement must be received by the Designee at least 30 days prior to the close of escrow.

SECTION 7 – TERM

This Covenant shall become effective upon its execution and delivery and shall continue in full force and effect throughout the Qualified Project Period, unless sooner modified or terminated with the consent of the City.

SECTION 8 – NO DISCRIMINATION

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap in the lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

SECTION 9 – COVENANTS RUN WITH LAND

A. The City and Owner hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land (i) by enhancing and increasing the enjoyment and use of the Project by Eligible Households, and (ii) by furthering the public purposes of providing housing for Eligible Households.

B. The City and the Owner hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Owner and their successors and assigns and all subsequent owners of the Project or any interest therein, and the City and its successors and assigns, all for the Qualified Project Period. Each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Covenant, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

SECTION 10 – ENFORCEMENT

A. Enforcement Provisions. The Owner shall exercise reasonable diligence to comply with the requirements of this Covenant and shall correct any such noncompliance within sixty (60) days after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of

reasonable diligence, or within 60 days after the Owner receives notice of such noncompliance from the City or its Designee; provided, however, that such period for correction may be extended by the City if, in the judgement of the City, the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the City on its own behalf may take any one or more of the following steps:

1. By any suit, action, or proceeding at law or in equity, require the Owner to perform its obligations under this Covenant or the Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Owner's default;

2. Have access to, and inspect, examine, and make copies of, all of the books and records of the Owner pertaining to the Project; provided, however, the City or its Designee shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the City's rights hereunder; and

3. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions, and agreements of the Owner under this Covenant.

4. The Owner hereby grants to the City and the Designee the option, upon the Owner's failure to timely cure a default under this Covenant during the Qualified Project Period, to require the Owner to hire a property management company approved by the Designee and experienced in managing affordable housing to manage the Affordable Units in compliance with the provisions of this Covenant. The Owner shall be responsible for paying all fees associated with the property management company and complying with this Covenant.

5. The rights and remedies provided by this Section 10 are cumulative and the use of any one right or remedy by the City shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the City may have by law, statute, ordinance, City Code or otherwise.

B. Assignment of Rents. Owner hereby assigns to the City or the Designee the right to receive the penalty amount from rents due or collected pursuant to RCW 84.14.110(1)(b) and this Covenant during the entire period an Affordable Unit or Affordable Units are occupied in violation of this Covenant. Any funds collected shall be deposited into the City's housing fund for use consistent with the City's affordable housing policies, plans, or initiatives. Owner shall be responsible for all costs to the City, including reasonable attorney fees, to recover such rents.

C. No Third-Party Beneficiaries. The provisions of this Covenant and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Owner, the City and its Designee only and are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of this Covenant or of the documents to be executed and delivered in connection herewith.

D. Attorney Fees. If legal costs are incurred by the City as a result of Owner's violation of the terms of this Covenant, Owner shall be responsible for all legal costs, including attorney fees and court costs, incurred by the City to enforce the terms of this Covenant.

SECTION 11 – AGREEMENT TO RECORD

The Owner shall cause this Covenant to be recorded in the real property records of King County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the City or its Designee with a copy of the recorded document.

SECTION 12 – RELIANCE

The City and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Owner. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Household Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are inaccurate.

SECTION 13 – GOVERNING LAW

This Covenant shall be governed by the laws of the State of Washington.

SECTION 14 – NO CONFLICT WITH OTHER DOCUMENTS

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith except for the City Addendum referenced in Section 17 herein.

SECTION 15 – AMENDMENTS

This Covenant shall be amended only by a written instrument executed by the parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington. Amendments to **Exhibit B** shall be considered to be approved in writing when the revised **Exhibit B** is signed by the Owner and the City or its Designee without the need for a further written document attaching the revised exhibit and striking prior versions of the exhibit. In the event of conflict between versions of **Exhibits B**, the version maintained by the City or its Designee as the then-current version, signed by Owner and City or its Designee, shall prevail.

SECTION 16 – NOTICE

Any notice or communication hereunder shall be in writing and may be given by registered or certified mail. The notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed with postage prepaid. If given otherwise, it shall be deemed to be given when delivered to and received by the party to whom addressed. Such notices and communications shall be given to the parties hereto at their following addresses:

If to the City:	City of Kenmore
	18120 68 th Ave NE
	Kenmore, WA 98028

Attn: Development Services

With a copy to the Designee
A Regional Coalition for Housing (ARCH)
16225 NE 87th Street, Suite A-3
Redmond, WA 98052
Attn: Housing Planner

If to the Owner: Bothell Apartment Holding LLC
2716 85th Avenue NE
Lake Stevens, WA 98258
Attn: Christopher Garnett

Any party may change its address for notices upon ten (10) days prior written notice to the other parties. Legal counsel for a party may deliver notices on behalf of the represented party and such notice shall be deemed delivered by such party.

SECTION 17 – ORDER OF PRECEDENCE

This Covenant, the Contract, the City Addendum and the application for MFTE and/or applicable permit applications and City approvals (“Application and Approvals”) are incorporated by reference and constitute the entire agreement between the City and Owner. The terms of each document listed in this paragraph shall be read to coexist with the terms of the other documents and to the extent possible shall be read to not contradict each other. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be the City Addendum, then this Covenant, then the Contract, and then the Application and Approvals.

SECTION 18 - CROSS-DEFAULT

A default under the terms and conditions of the Contract, City Addendum or Application and Approvals shall constitute a default under this Covenant.

SECTION 19 – CONFLICTS WITH CITY CODE.

In the event any terms of this Covenant, the Contract, City Addendum or the Application and Approvals contradict with the City Code as it existed on the date hereof, the provisions in the City Code will control.

SECTION 20 – SEVERABILITY

If any provision of this Covenant shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 21 – CONSTRUCTION

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions

hereof shall be construed to effectuate the purposes set forth in this Covenant and to sustain the validity hereof.

SECTION 22 – TITLES AND HEADINGS

The titles and headings of the sections of this Covenant have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in the construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

[Signature page follows.]

IN WITNESS WHEREOF, the Owner and City have each executed this Declaration of Affordable Housing Covenants on the Date first above written.

Owners:

The City of Kenmore:

Christopher Garnett
Its: Managing Member

Samantha Loyuk
Its: Development Services Director

Approved as to Form:

City Attorney

STATE OF WASHINGTON }
 }
COUNTY OF KING } ss.

On this _____ day of _____, _____, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me _____ known to me to be the _____ of the CITY OF REDMOND, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, _____.

Notary Public in and for the State of Washington.

Print Name _____
Residing at _____
My commission expires _____

STATE OF WASHINGTON }
 }
COUNTY OF KING } ss.

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, corporation, who executed the foregoing instrument on behalf of the said corporation, and acknowledged the said document to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, _____.

Notary Public in and for the State of Washington.

Print Name _____
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

LOT 2, KING COUNTY SHORT PLAT NUMBER 477063, RECORDED UNDER RECORDING
NUMBER 7801240956, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION DEEDED TO THE CITY OF KENMORE, A MUNICIPAL
CORPORATION RECORDED UNDER RECORDING NUMBER 20070116001671.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B
CITY ADDENDUM

TO BE FINALIZED PRIOR TO RECORDING.

EXHIBIT C

ARCH LEASE RIDER

TO BE FINALIZED PRIOR TO RECORDING.

Exhibit E – INTENTIONALLY OMITTED

Type of Land Use Benefit Granted by City

Exhibit F
ARCH Lease Rider

To be finalized prior to recording.

ARCH LEASE RIDER

Property Name: _____

Unit: _____

Applicant/Resident Name: _____

Summary

The Owner of this property rents residential units under a city program administered by A Regional Coalition for Housing (“ARCH”) that provides Owners with incentives (i.e. tax exemptions, density bonuses) to rent units at the property to low- and moderate-income households and restrict the rent for those units. The unit you are renting is income and rent restricted pursuant to the city program. This rider was prepared to help residents understand the city program. More information may be found at <http://archhousing.org/rental-program>.

Income and Rent Limits

The Owner has agreed to rent your unit to a household with an income below a certain percentage of the area median income (AMI) as set by the city program requirements. The city program provides rent limits based on the AMI set-aside and number of bedrooms in their unit. Rent limits apply to all monthly housing expenses that are a condition of tenancy, including but not limited to rent plus utilities. The Owner cannot charge more than the rent limit for your unit and increases in rent may occur only once a year. Ask the property representative for specific information.

Annual Recertification

To be eligible for a rent- and income-restricted unit, all income of every adult household member must be reported and verified before a lease or lease renewal is signed. The property’s Owner or their agent will give you the required forms to declare and verify income from all sources. They may also ask you for supporting documentation. The program requires each household to **recertify** at least once every 12 months, and the household cannot exceed the recertification limit set for the unit (generally 20 points above the unit’s base AMI limit).

Households who do not properly complete their paperwork or exceed the income limit for the unit at recertification **may not** qualify for residency or **may** be required to vacate their income- and rent-restricted units.

Housing Costs

The lease shall disclose in the lease itself or in a lease rider any costs charged to the resident in addition to rent including but not limited to move-in costs, pet deposits, parking fees, utilities, etc. regardless of whether they are refundable or optional. Additionally, all leases shall disclose if renter’s insurance is required as a condition of occupancy. ARCH shall adjust rent for the unit accordingly based on any additional required costs associated with renting the unit.

Tenant’s Rights

Tenants of income-restricted units have the right to be offered leases with similar terms to leases offered for market rate units. Additionally, tenants of income-restricted units have the right to safe, decent, and sanitary housing that is maintained to the same extent as market rate units in the development. Tenants of income-restricted units are entitled to access the same amenities within the property as households renting market rate units.

Nondiscrimination

The property must comply with federal, state and local housing policy governing nondiscrimination and accessibility. In making an apartment available, the Owner **cannot** discriminate against you because of your race, creed, color, sex, national origin, marital status, age, disability or familial status. Furthermore, the Owner **cannot** discriminate against you based on the sources of your income (including Section 8 subsidy), provided the sources of income do not violate any federal, state or local law. Additional state, local laws or ordinances may also apply. When selecting residents, the Owner **cannot** apply standards to a potential resident that are more burdensome than standards applied to any other potential or existing resident.

By signing below, I am/we are indicating I/we have read and discussed the information included in this lease rider. I/we have been given a copy of this lease rider along with my/our lease:

_____	_____	_____
Print Applicant/Resident Name	Applicant/Resident Signature	Date
_____	_____	_____
Print Applicant/Resident Name	Applicant/Resident Signature	Date
_____	_____	_____
Print Applicant/Resident Name	Applicant/Resident Signature	Date

My signature below certifies that I explained this form to the applicant/resident and that I have provided them with a copy of this Lease Rider for their records:

_____	_____	_____
Print Property Representative Name	Property Representative Signature	Date

Property Contact Information:

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/27/2026

Subject/Topic:	Proposed Council Action/Motion:
1 st Quarter 2026 Financial Report Presentation Department: Finance & Administration Prepared by: Melinda Merrell, Finance Director Julie Yinger, Accountant Attachments: 1 st Quarter 2026 Financial Reports	☐ Information Only ☒ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☐ Other: Receive & File: 1 st Quarter 2026 Financial Reports for the City of Kenmore

Approvals:

Department

Head

MM 7/8/26

City

Attorney

NA

Finance

Director

MM 7/8/26

City

Manager

TK 7/17/26

Optional

Summary/Background:

The 1st Quarter 2026 Financial Reports are presented for Council review. These reports provide a look into the first fifteen (15) months of the biennium through March 31, 2026. These reports provide the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2025-2026 adopted biennial budget. The budget was adopted on November 25, 2024, and amended on November 24, 2025.

Previous Council Action(s):

On November 25, 2024, the City of Kenmore adopted the 2025-2026 biennial budget by Ordinance No. 24-0618. Council amended the 2025-2026 biennial budget on November 24, 2025, Ordinance No. 25-0635.

Fiscal Consideration:

No new revenue or expense items are being presented for consideration.

City Council Priorities or Budget Objective Being Addressed:

Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date.

Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the quarterly report.



Date: July 27, 2026
To: Teri Killgore, City Manager
From: Melinda Merrell, Finance Director
Regarding: 1st Quarter 2026 Financial Reports for the City of Kenmore

1st Quarter 2026 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- Street Fund Summary
- Other Funds Monthly Activity
- Investment Schedule and Portfolio Analysis
- Retail Sales and Use Tax Distribution

If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

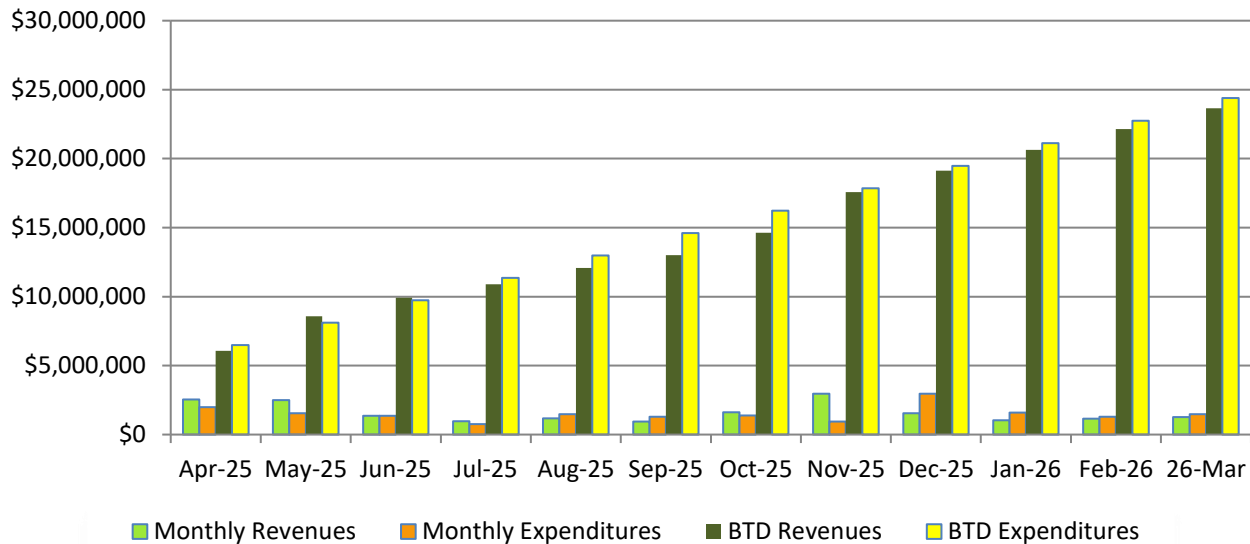
GENERAL FUND

The first section of the quarterly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, the 1st quarter of 2026 is the thirteenth through the fifteenth month of the 2025-2026 biennial budget period. This means we are 62.5% through the biennium.

For the quarter ending March 31, 2026, expenditures exceeded revenues in the General Fund by \$924,862. The main reason for this is that the majority of Property Taxes (revenues) are collected in the 2nd and 4th quarters of the year.

Development Fees & Permits revenues are up as we have received \$2.6 million in permit fees for the first fifteen months of the 2025-2026 biennium. This is 71.9 % of the biennium budget of \$3.6 million.

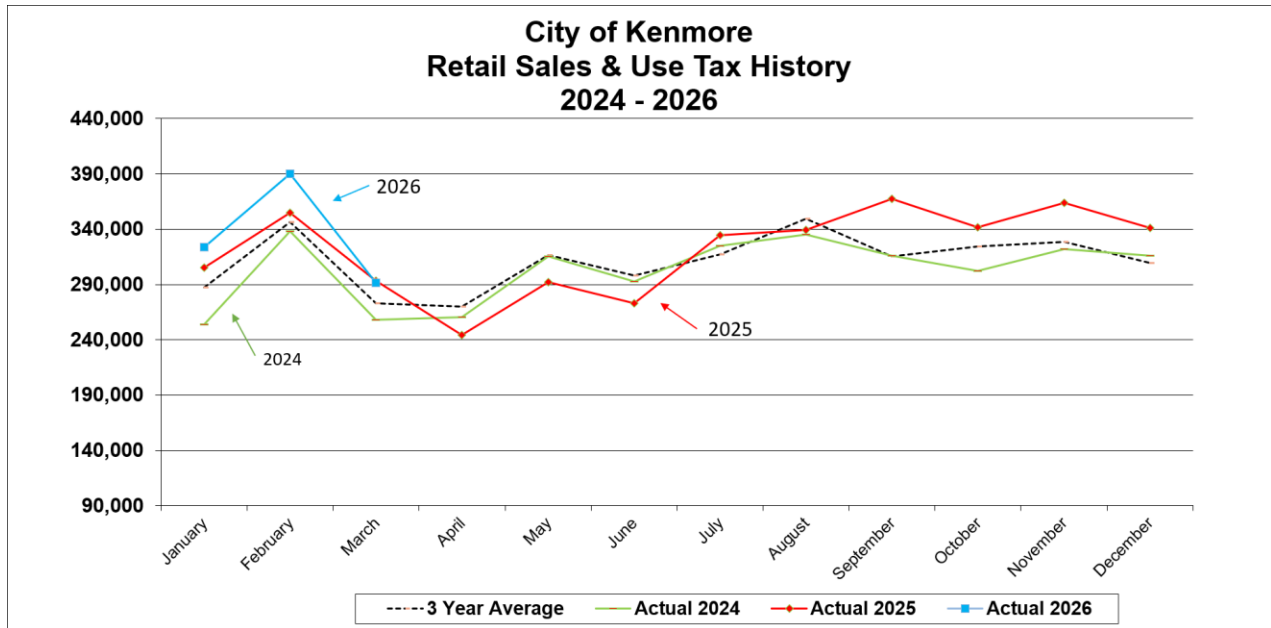
The following chart illustrates the monthly revenue and expenditure activity in the General Fund for the twelve (12) month period through March 2026.



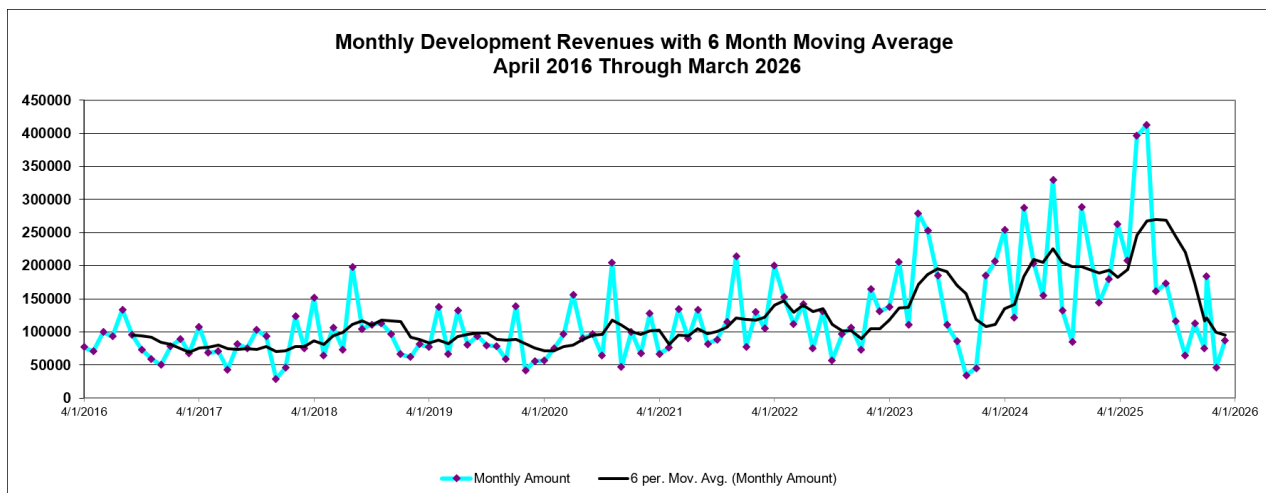
Total **revenues** for Q1, 2025 were **\$3.4 million**. Biennium to date revenues were \$22.6 million, which is 61.8% of the budgeted revenues of \$36.5 million. Primary sources of revenue for the quarter include \$1.0 million in sales and use taxes, \$809,015 in utility taxes, \$371,270 in intergovernmental and grants, and \$316,827 in development fees and permits.

Investment Interest income is ahead of target, earning over \$550,000 or 91.8% of the \$600,000 budget for the biennium.

A summary of sales tax revenues received in **March** is attached. These receipts are based on **January** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last few years. The black dotted 3-year-average line is a monthly average of actual receipts during 2024, 2025, and 2026. The blue line represents 2026 actual receipts by month, which in March are \$1,521 under 2025 and over the 3-year-average by \$18,915.



The following chart illustrates the Development Revenue activity over the last 10 years.



For the quarter ended March 31, 2026, expenditures were \$4.4 million. Biennium to date expenditures were \$21.8 million, which is 55.7% of the biennial budget of \$39.1 million.

Legal expenses are lower than expected due to lower use and some costs being recorded in capital funds. Special Projects costs are minimal as most of the costs incurred through March are staff costs and other work items have been delayed in implementation or rethought.

City cash, \$33.1 million, and investments, \$14.4 million, at the end of March 31, 2026, total \$47.5 million. Cash includes \$25.3 million invested in the Local Government Investment Pool (LGIP) which has the same liquidity of cash and is earning interest of 3.7%.

General Fund ending fund balance as of March 31, 2026, was \$11.0 million. As planned in the budget development process, our fund balance will be reduced at the end of the biennium but we will continue to maintain healthy reserves, well above our reserve policy.

OTHER FUNDS

In the **Street Fund**, biennium-to-date expenditures exceeded revenues as of March 31, 2026 by \$1,472.

In the 1st quarter, the **Transportation Capital Fund** had expenditures in the amount of \$608,254 on pedestrian safety projects and street maintenance. The fund received \$720,840 in grant reimbursements during the quarter.

The **Real Estate Excise Tax Fund** received \$325,116 of real estate excise taxes (REET) in the 1st quarter 2026.

The **Park Impact Fee Fund** received \$12,737 in revenues during the quarter.

In the 1st quarter, there was \$19,554 in revenue for the **Transportation Impact Fee Fund**.

The **Public Works Operations Center (PWOC) Fund** had \$1.6 million in expenses for the first quarter. The Fund earned \$110,169 in investment interest. The building is anticipated to be completed mid-2027.

The **KAPE Fund** received \$1.25 million in photo enforcement infraction revenue during the quarter which was offset by \$1.20 million in expenses, the majority of which were for court costs, transfers to the General and Transportation Capital funds, and traffic camera monitoring.

The **Transportation Benefit District Fund** received \$173,426 in vehicle license fees during the quarter.

SUMMARY

Overall, the revenues and expenditures for the first five quarters of the 2025-2026 biennium are on target. For the first quarter of 2026, most revenues are coming in at or above target and some expenses are below budget due to the cyclical nature of the work and/or timing of invoices. Additionally, special project costs have been slow to ramp up due work items being delayed or rethought.

This concludes the financial report for the City of Kenmore as of the 1st quarter of 2026. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore
General Fund Summary Report
March 31, 2026

	CURRENT PERIOD 2025-2026					PREVIOUS PERIOD 2023-2024				
	1st Quarter <u>2026</u>	YEAR END <u>2026</u>	BIENNIUM TO DATE <u>2025-2026</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2025-2026</u>	1st Quarter <u>2023</u>	1st Quarter <u>2024</u>	BIENNIUM BUDGET <u>2023-2024</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2023-2024</u>
REVENUES										
Beginning Fund Balance			10,164,323		10,164,323			3,533,762		3,533,762
Property Taxes	303,190	303,190	6,413,194	51.3%	12,498,430	314,577	297,654	11,535,470	100.4%	11,493,841
Sales and Use Taxes	1,005,791	1,005,791	4,856,964	65.2%	7,450,866	916,214	892,519	7,319,235	101.2%	7,231,794
Utility Taxes	809,015	809,015	3,575,798	65.9%	5,428,585	468,055	710,736	4,476,848	101.7%	4,400,745
Other Taxes	77,611	77,611	331,778	72.7%	456,270	31,095	46,486	397,996	98.0%	406,161
Development Fees & Permits	316,827	316,827	2,622,381	71.9%	3,645,396	360,853	436,638	4,057,187	161.4%	2,513,543
Franchise Fees	166,735	166,735	1,071,912	60.2%	1,780,590	251,037	307,012	1,754,134	97.1%	1,807,003
Intergovernmental and Grants	371,270	371,270	2,111,946	70.2%	3,007,994	368,477	120,504	3,057,567	100.0%	3,058,853
Investment Interest	90,138	90,138	550,909	91.8%	600,000	28,886	69,378	691,924	230.6%	300,000
Transfers and Other Revenues	300,918	300,918	1,042,534	62.3%	1,672,233	14,651	24,875	3,154,046	179.7%	1,755,318
Total Revenues	3,441,495	3,441,495	22,577,417	61.8%	36,540,364	2,753,843	2,905,803	36,444,406	110.5%	32,967,258

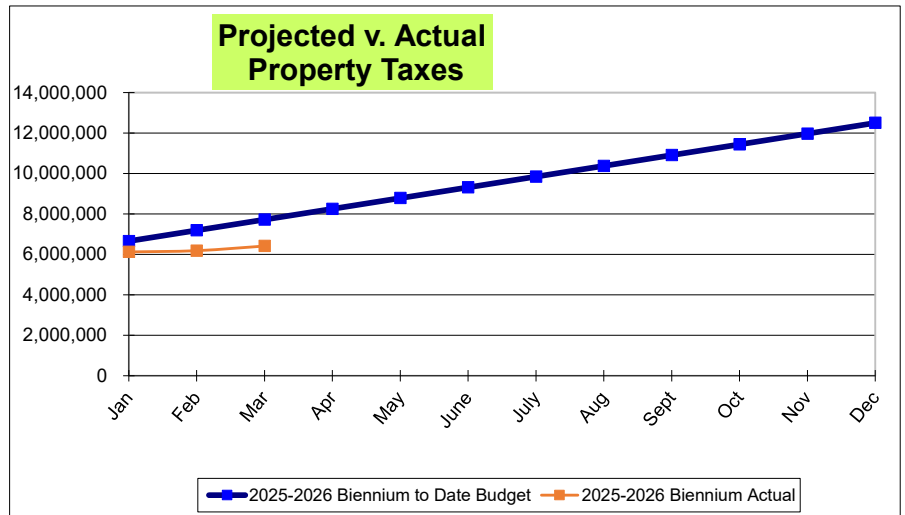
City of Kenmore
General Fund Summary Report
March 31, 2026

	CURRENT PERIOD 2025-2026					PREVIOUS PERIOD 2023-2024				
	1st Quarter <u>2026</u>	YEAR END <u>2026</u>	BIENNIUM TO DATE <u>2025-2026</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2025-2026</u>	1st Quarter <u>2023</u>	1st Quarter <u>2024</u>	BIENNIUM BUDGET <u>2023-2024</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2023-2024</u>
<u>EXPENDITURES</u>										
<u>Cost Center</u>										
City Council	85,297	85,297	286,961	67.1%	427,493	73,410	71,999	436,524	107.8%	405,013
City Manager	371,503	371,503	2,105,389	65.9%	3,194,453	435,641	458,832	3,853,857	105.8%	3,640,924
City Clerk	184,049	184,049	625,597	61.6%	1,015,892	173,937	150,935	1,034,080	105.7%	978,750
Finance	942,505	942,505	2,644,766	61.6%	4,290,164	614,178	847,105	2,955,953	94.1%	3,141,637
Human Resources	1,545	1,545	99,955	58.1%	172,000	47,411	18,251	219,959	43.1%	510,304
Legal	51,028	51,028	357,302	39.7%	900,000	37,307	108,788	925,980	132.3%	700,000
Interfund Transfers/Non Department	30,000	30,000	800,000	89.9%	890,000	0	0	2,031,527	98.8%	2,057,093
Public Safety	1,011,020	1,011,020	6,340,862	56.4%	11,249,327	38,897	75,506	5,927,639	59.5%	9,956,950
Special Projects	48,401	48,401	151,001	7.5%	2,026,064	0	130,797	365,024	0.0%	0
Engineering	154,589	154,589	771,981	56.4%	1,368,178	188,243	223,604	1,914,198	109.7%	1,745,035
Environmental Services	46,504	46,504	402,424	64.1%	627,909	0	47,081	509,093	0.0%	572,820
Housing & Human Services	205,855	205,855	783,753	56.7%	1,381,354	0	133,978	835,167	0.0%	550,700
Community Development	221,715	221,715	1,110,772	66.0%	1,683,205	222,832	178,878	1,610,804	79.0%	2,038,723
Development Services	420,543	420,543	2,224,119	53.3%	4,172,620	390,292	469,780	3,294,762	97.7%	3,371,076
Events, Volunteers, Recreation	100,434	100,434	581,846	51.9%	1,120,444	0	0	0	0.0%	0
Public Works Facility Maintenance	282,053	282,053	1,276,031	65.0%	1,963,153	370,226	533,382	3,899,277	104.9%	3,717,276
Public Works Parks Maintenance	209,316	209,316	1,228,054	46.6%	2,635,966	0	0	0	0.0%	0
Total Expenditures	4,366,357	4,366,357	21,790,811	55.7%	39,118,222	2,592,374	3,448,915	29,813,845	89.3%	33,386,301
Expenditures (over) under Revenues	(924,862)	(924,862)	786,606		(2,577,858)	161,470	(543,112)	6,630,561		(419,043)
Ending Fund Balance			10,950,928		7,586,465			10,164,323		3,114,719

City of Kenmore
General Fund Revenue Graphs
March 31, 2026

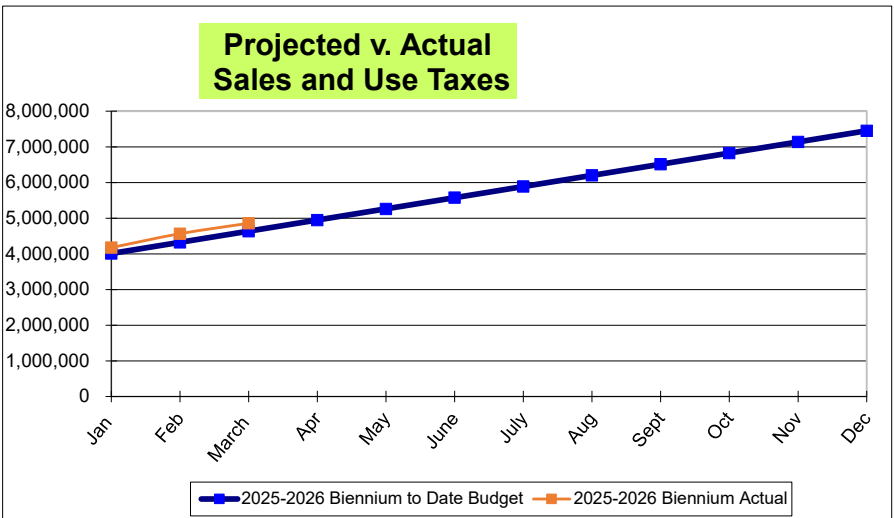
PROPERTY TAXES

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	6,657,052	6,120,567
Feb	7,188,087	6,183,771
Mar	7,719,121	6,413,194
Apr	8,250,155	
May	8,781,190	
June	9,312,224	
July	9,843,258	
Aug	10,374,293	
Sept	10,905,327	
Oct	11,436,361	
Nov	11,967,396	
Dec	12,498,430	
2025-26	12,498,430	6,413,194
Year To Date		
Actual v. Projected		83%



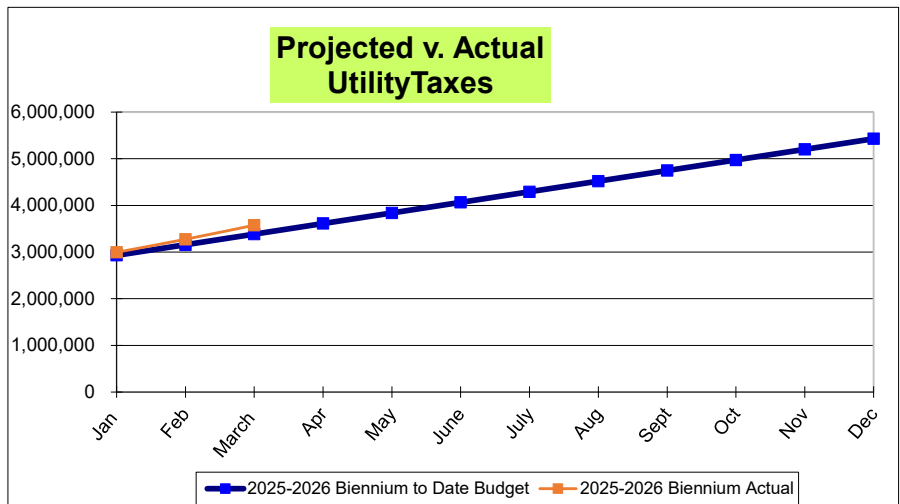
SALES & USE TAXES

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	4,010,464	4,175,228
Feb	4,323,228	4,565,185
March	4,635,992	4,856,964
Apr	4,948,755	
May	5,261,519	
June	5,574,283	
July	5,887,047	
Aug	6,199,811	
Sept	6,512,575	
Oct	6,825,338	
Nov	7,138,102	
Dec	7,450,866	
2025-26	7,450,866	4,856,964
Year To Date		
Actual v. Projected		105%



UTILITY TAXES

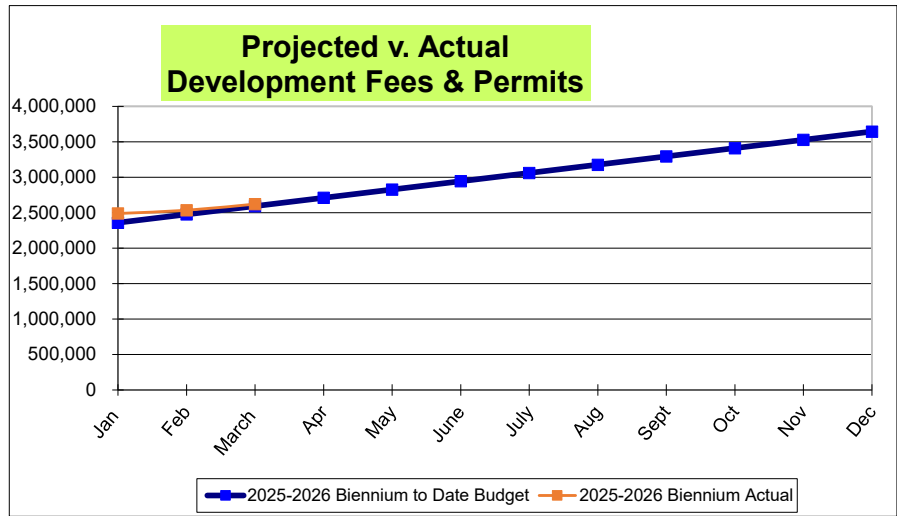
	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	2,930,152	2,995,285
Feb	3,157,283	3,274,489
March	3,384,413	3,575,798
Apr	3,611,543	
May	3,838,673	
June	4,065,804	
July	4,292,934	
Aug	4,520,064	
Sept	4,747,194	
Oct	4,974,325	
Nov	5,201,455	
Dec	5,428,585	
2025-26	5,428,585	3,575,798
Year To Date		
Actual v. Projected		106%



City of Kenmore
General Fund Revenue Graphs
March 31, 2026

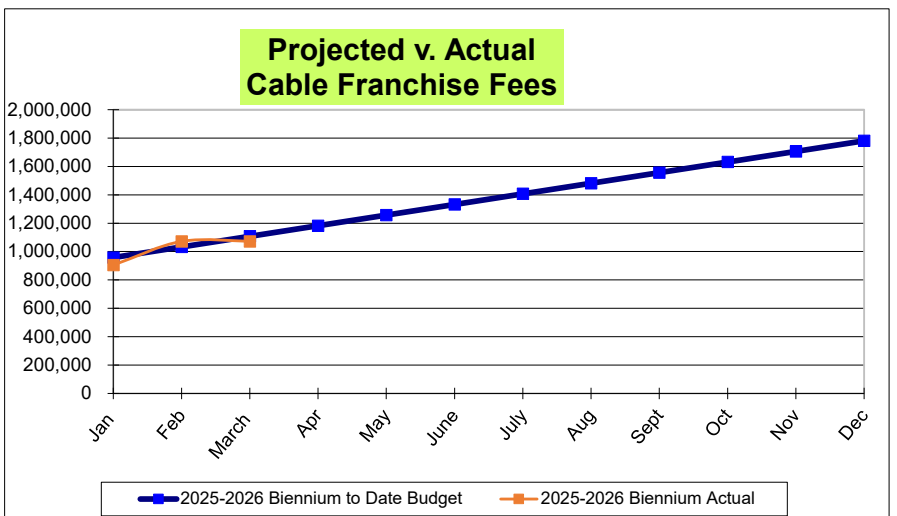
DEVELOPMENT FEES & PERMITS

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	2,359,869	2,489,517
Feb	2,476,735	2,535,105
March	2,593,601	2,622,381
Apr	2,710,467	
May	2,827,333	
June	2,944,200	
July	3,061,066	
Aug	3,177,932	
Sept	3,294,798	
Oct	3,411,664	
Nov	3,528,530	
Dec	3,645,396	
2025-26	3,645,396	2,622,381
Year To Date		
Actual v. Projected		101%



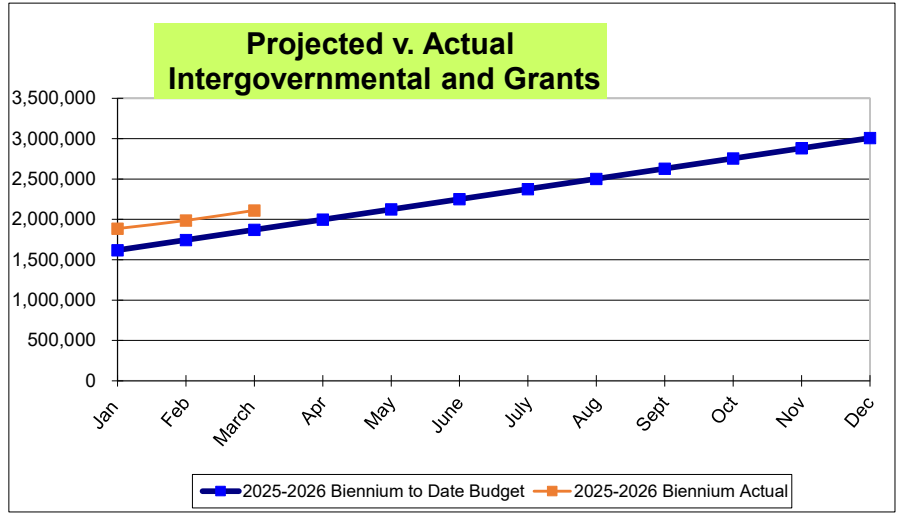
CABLE/WATER/SEWER FRANCHISE FEES

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	957,799	905,177
Feb	1,032,598	1,071,912
March	1,107,398	1,071,912
Apr	1,182,197	
May	1,256,996	
June	1,331,795	
July	1,406,594	
Aug	1,481,393	
Sept	1,556,193	
Oct	1,630,992	
Nov	1,705,791	
Dec	1,780,590	
2025-26	1,780,590	1,071,912
Year To Date		
Actual v. Projected		97%



INTERGOVERNMENTAL & GRANTS

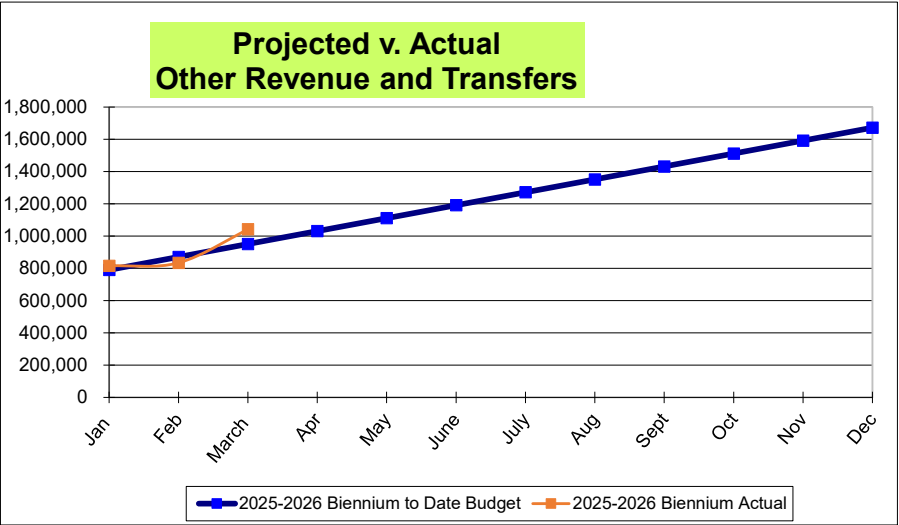
	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	1,619,116	1,886,440
Feb	1,745,377	1,986,962
March	1,871,639	2,111,946
Apr	1,997,901	
May	2,124,162	
June	2,250,424	
July	2,376,686	
Aug	2,502,947	
Sept	2,629,209	
Oct	2,755,471	
Nov	2,881,732	
Dec	3,007,994	
2025-26	3,007,994	2,111,946
Year To Date		
Actual v. Projected		113%



City of Kenmore
General Fund Revenue Graphs
March 31, 2026

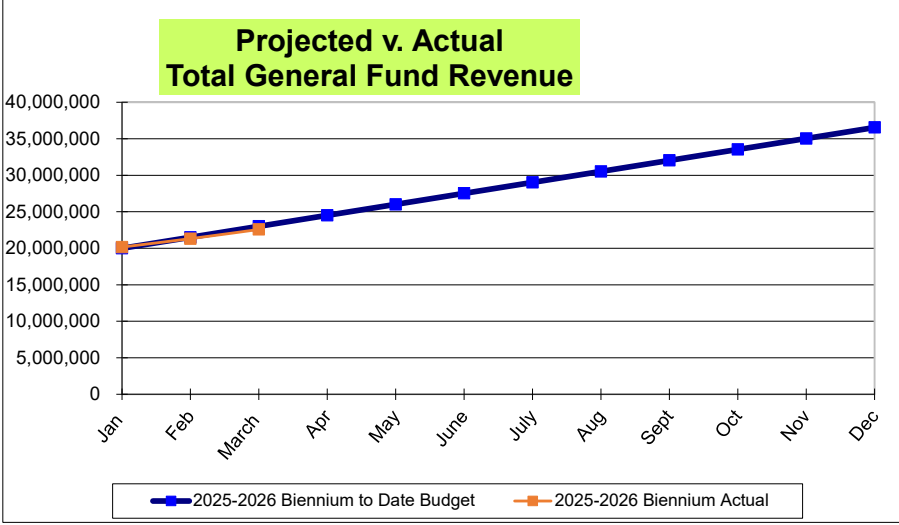
OTHER REVENUES AND TRANSFERS

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	790,644	815,334
Feb	870,789	834,257
March	950,933	1,042,534
Apr	1,031,078	
May	1,111,222	
June	1,191,367	
July	1,271,511	
Aug	1,351,655	
Sept	1,431,800	
Oct	1,511,944	
Nov	1,592,089	
Dec	1,672,233	
2025-26	1,672,233	1,042,534
Year To Date		
Actual v. Projected		110%



TOTAL GENERAL FUND REVENUE

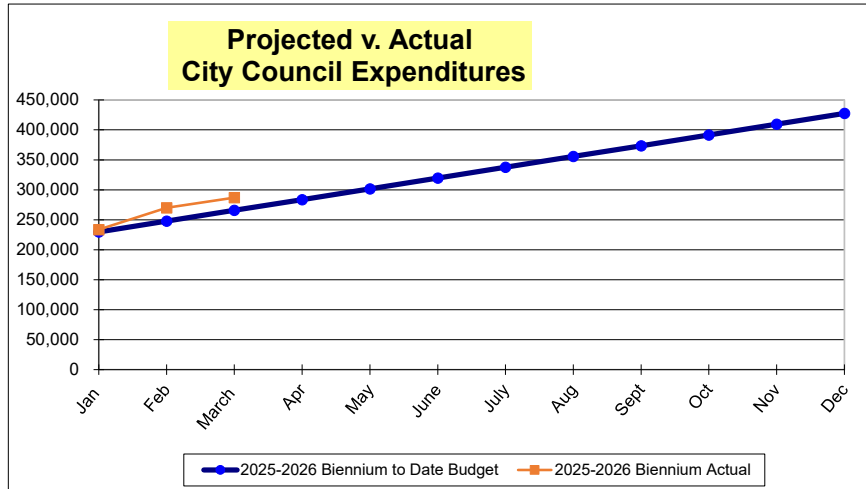
	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	19,998,869	20,167,173
Feb	21,502,642	21,315,177
March	23,006,414	22,577,417
Apr	24,510,186	
May	26,013,958	
June	27,517,731	
July	29,021,503	
Aug	30,525,275	
Sept	32,029,047	
Oct	33,532,820	
Nov	35,036,592	
Dec	36,540,364	
2025-26	36,540,364	22,577,417
Year To Date		
Actual v. Projected		98%



City of Kenmore
General Fund Expenditure Graphs
March 31, 2026

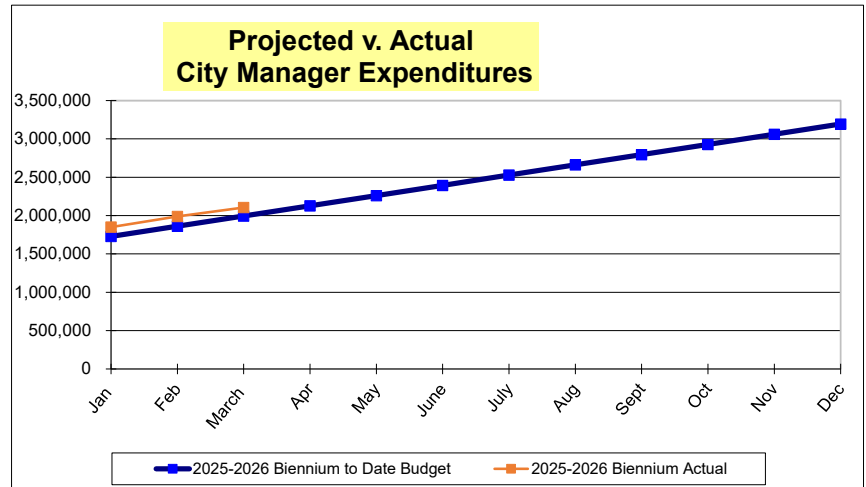
CITY COUNCIL

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	229,737	233,681
Feb	247,715	270,130
March	265,693	286,961
Apr	283,670	
May	301,648	
June	319,626	
July	337,604	
Aug	355,582	
Sept	373,560	
Oct	391,537	
Nov	409,515	
Dec	427,493	
2025-26	427,493	286,961
Year To Date		
Actual v. Projected		108%



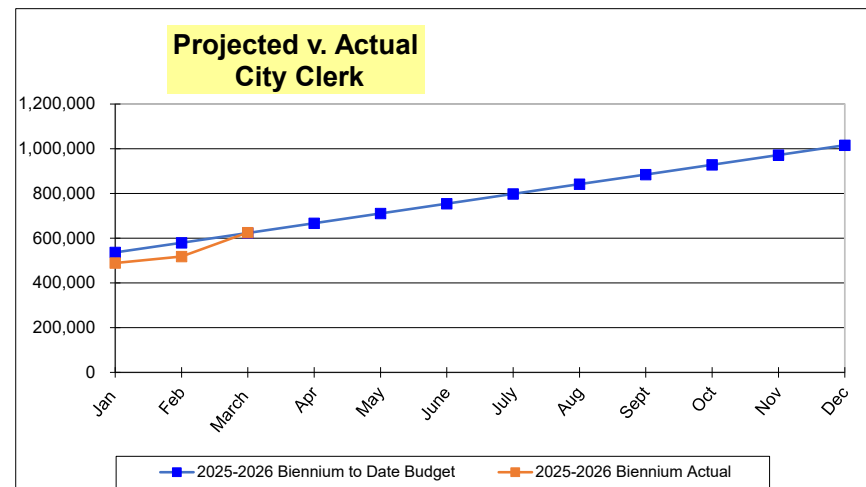
CITY MANAGER

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	1,728,477	1,849,821
Feb	1,861,747	1,989,213
March	1,995,018	2,105,389
Apr	2,128,288	
May	2,261,559	
June	2,394,830	
July	2,528,100	
Aug	2,661,371	
Sept	2,794,641	
Oct	2,927,912	
Nov	3,061,182	
Dec	3,194,453	
2025-26	3,194,453	2,105,389
Year To Date		
Actual v. Projected		106%



CITY CLERK

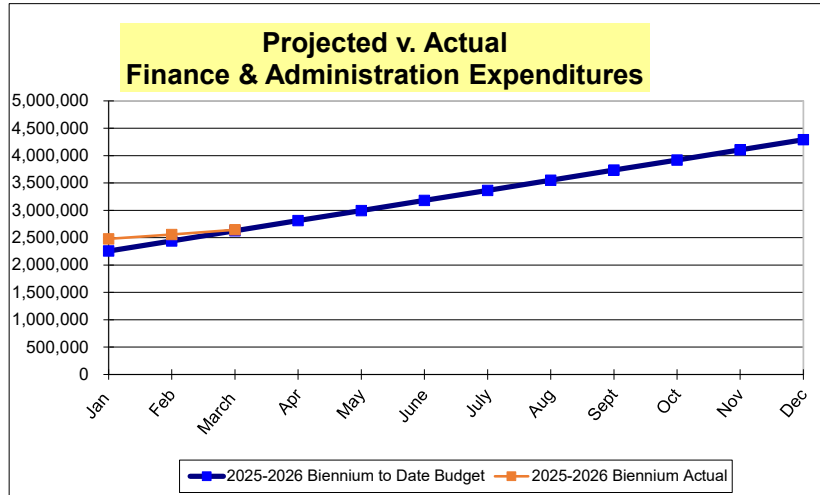
	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	536,445	489,060
Feb	580,031	517,956
March	623,617	625,597
Apr	667,203	
May	710,789	
June	754,376	
July	797,962	
Aug	841,548	
Sept	885,134	
Oct	928,720	
Nov	972,306	
Dec	1,015,892	
2025-26	1,015,892	625,597
Year To Date		
Actual v. Projected		100%



City of Kenmore
General Fund Expenditure Graphs
March 31, 2026

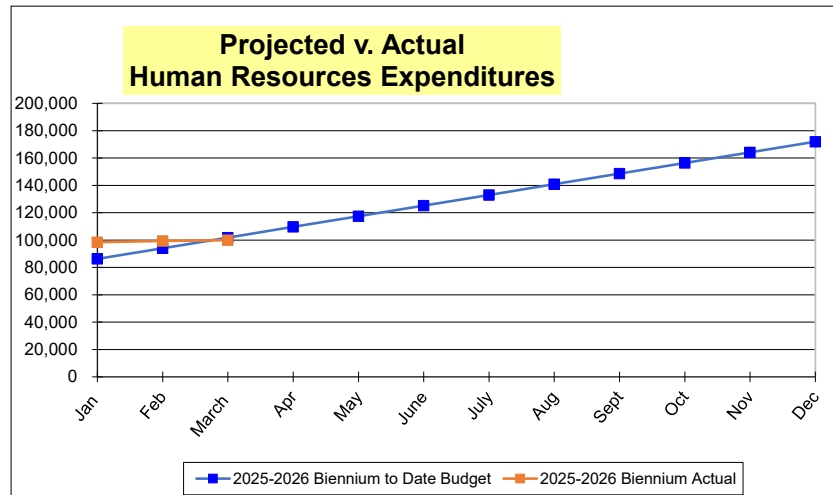
FINANCE & ADMINISTRATION

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	2,256,247	2,478,963
Feb	2,441,148	2,557,404
March	2,626,050	2,644,766
Apr	2,810,951	
May	2,995,853	
June	3,180,755	
July	3,365,656	
Aug	3,550,558	
Sept	3,735,459	
Oct	3,920,361	
Nov	4,105,262	
Dec	4,290,164	
2025-26	4,290,164	2,644,766
Year To Date		
Actual v. Projected		101%



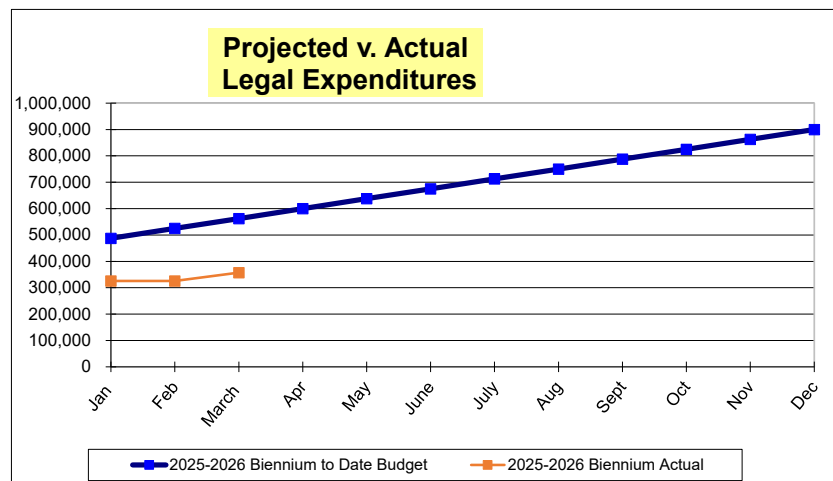
HUMAN RESOURCES

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	86,292	98,469
Feb	94,083	99,427
March	101,875	99,955
Apr	109,667	
May	117,458	
June	125,250	
July	133,042	
Aug	140,833	
Sept	148,625	
Oct	156,417	
Nov	164,208	
Dec	172,000	
2025-26	172,000	99,955
Year To Date		
Actual v. Projected		98%



LEGAL

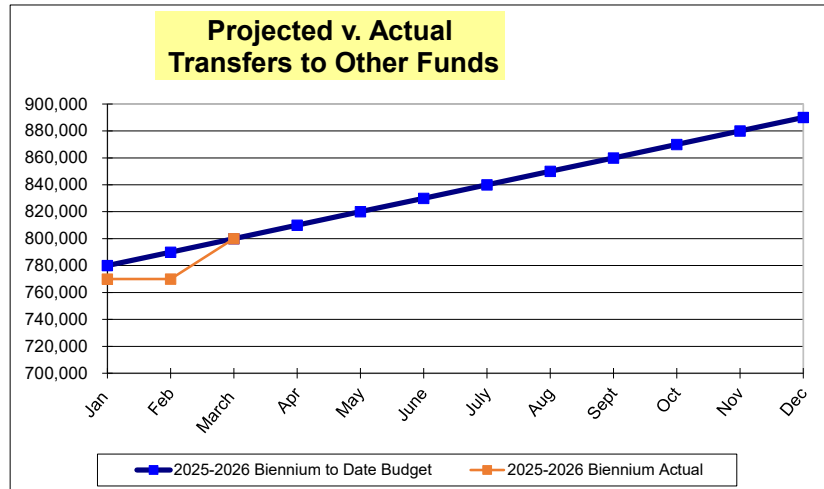
	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	487,500	325,690
Feb	525,000	325,690
March	562,500	357,302
Apr	600,000	
May	637,500	
June	675,000	
July	712,500	
Aug	750,000	
Sept	787,500	
Oct	825,000	
Nov	862,500	
Dec	900,000	
2025-26	900,000	357,302
Year To Date		
Actual v. Projected		64%



City of Kenmore
General Fund Expenditure Graphs
March 31, 2026

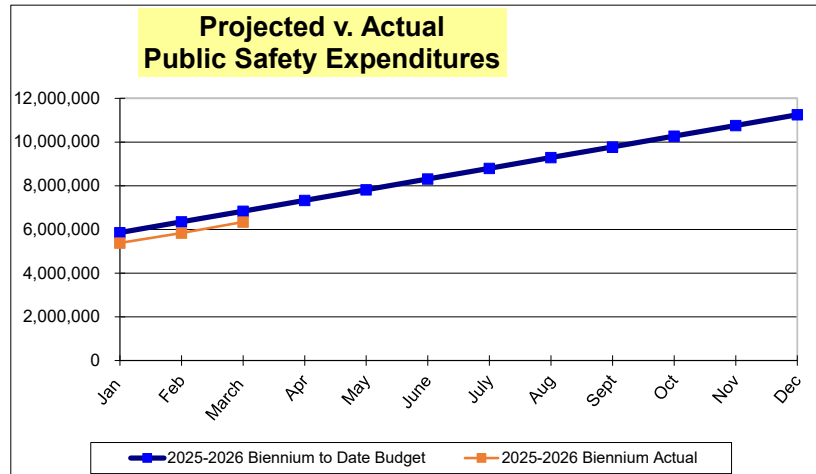
TRANSFERS TO OTHER FUNDS

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	780,000	770,000
Feb	790,000	770,000
March	800,000	800,000
Apr	810,000	
May	820,000	
June	830,000	
July	840,000	
Aug	850,000	
Sept	860,000	
Oct	870,000	
Nov	880,000	
Dec	890,000	
2025-26	890,000	800,000
Year To Date		
Actual v. Projected		100%



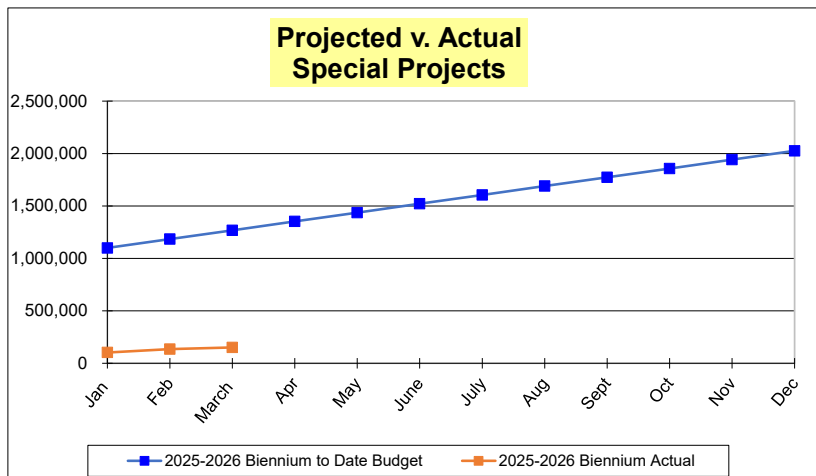
PUBLIC SAFETY

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	5,856,720	5,382,186
Feb	6,346,957	5,838,414
March	6,837,194	6,340,862
Apr	7,327,431	
May	7,817,668	
June	8,307,905	
July	8,798,142	
Aug	9,288,379	
Sept	9,778,616	
Oct	10,268,853	
Nov	10,759,090	
Dec	11,249,327	
2025-26	11,249,327	6,340,862
Year To Date		
Actual v. Projected		93%



SPECIAL PROJECTS

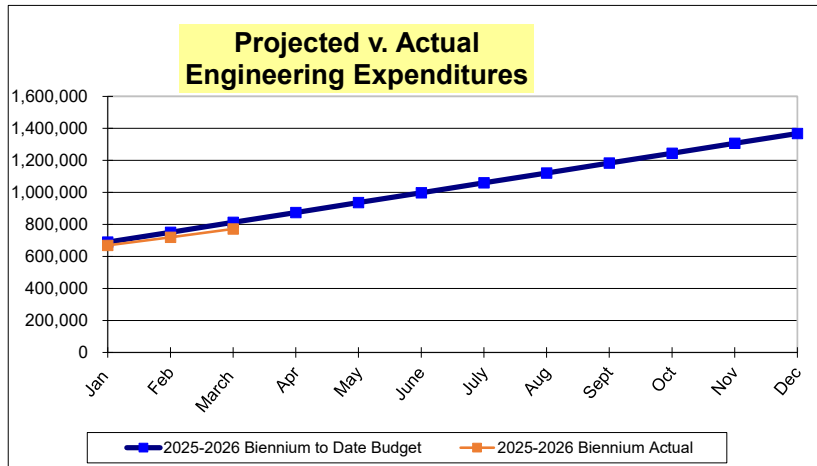
	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	1,100,116	102,601
Feb	1,184,293	135,253
March	1,268,470	151,001
Apr	1,352,647	
May	1,436,824	
June	1,521,002	
July	1,605,179	
Aug	1,689,356	
Sept	1,773,533	
Oct	1,857,710	
Nov	1,941,887	
Dec	2,026,064	
2025-26	2,026,064	151,001
Year To Date		
Actual v. Projected		12%



City of Kenmore
General Fund Expenditure Graphs
March 31, 2026

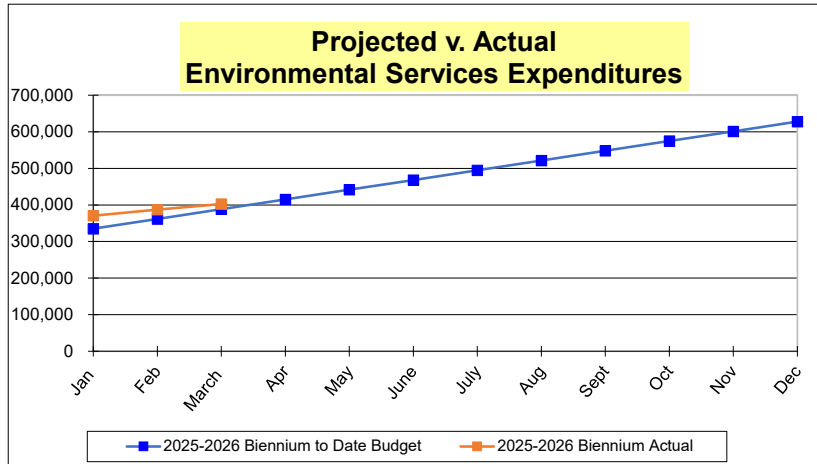
ENGINEERING

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	689,645	669,300
Feb	751,330	719,385
March	813,015	771,981
Apr	874,699	
May	936,384	
June	998,069	
July	1,059,754	
Aug	1,121,439	
Sept	1,183,124	
Oct	1,244,808	
Nov	1,306,493	
Dec	1,368,178	
2025-26	1,368,178	771,981
Year To Date		
Actual v. Projected		95%



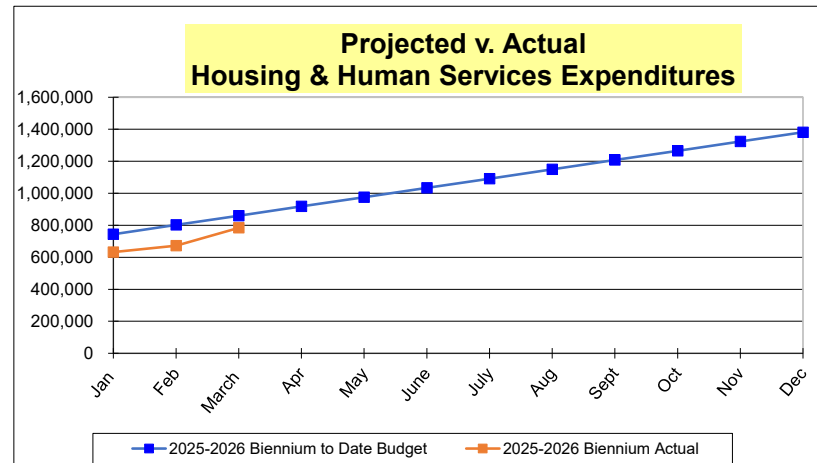
Environmental Services

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	335,183	370,528
Feb	361,795	387,393
March	388,406	402,424
Apr	415,018	
May	441,629	
June	468,241	
July	494,852	
Aug	521,463	
Sept	548,075	
Oct	574,686	
Nov	601,298	
Dec	627,909	
2025-26	627,909	402,424
Year To Date		
Actual v. Projected		104%



Housing & Human Services

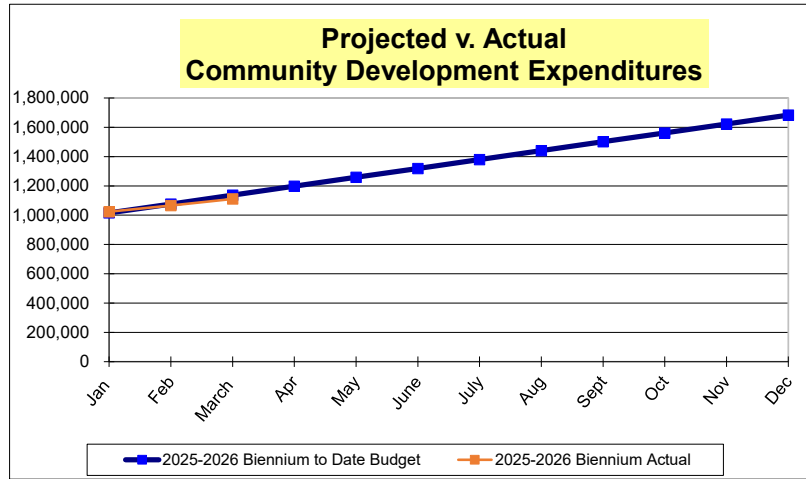
	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	743,816	632,459
Feb	801,774	672,791
March	859,732	783,753
Apr	917,690	
May	975,648	
June	1,033,606	
July	1,091,564	
Aug	1,149,522	
Sept	1,207,480	
Oct	1,265,438	
Nov	1,323,396	
Dec	1,381,354	
2025-26	1,381,354	783,753
Year To Date		
Actual v. Projected		91%



City of Kenmore
General Fund Expenditure Graphs
March 31, 2026

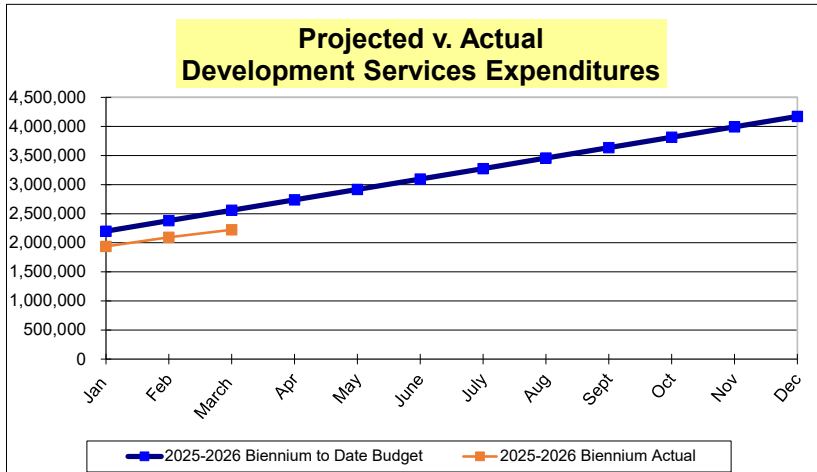
COMMUNITY DEVELOPMENT

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	1,015,617	1,023,816
Feb	1,076,307	1,066,049
March	1,136,997	1,110,772
Apr	1,197,686	
May	1,258,376	
June	1,319,066	
July	1,379,756	
Aug	1,440,446	
Sept	1,501,136	
Oct	1,561,825	
Nov	1,622,515	
Dec	1,683,205	
2025-26 Year To Date	1,683,205	1,110,772
Actual v. Projected		98%



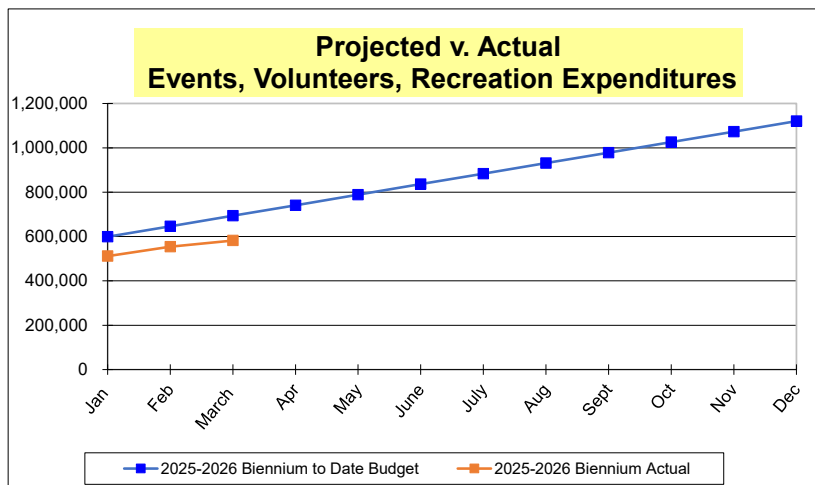
DEVELOPMENT SERVICES

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	2,199,450	1,937,943
Feb	2,378,829	2,095,432
March	2,558,208	2,224,119
Apr	2,737,587	
May	2,916,966	
June	3,096,346	
July	3,275,725	
Aug	3,455,104	
Sept	3,634,483	
Oct	3,813,862	
Nov	3,993,241	
Dec	4,172,620	
2025-26 Year To Date	4,172,620	2,224,119
Actual v. Projected		87%



EVENTS, VOLUNTEERS, RECREATION

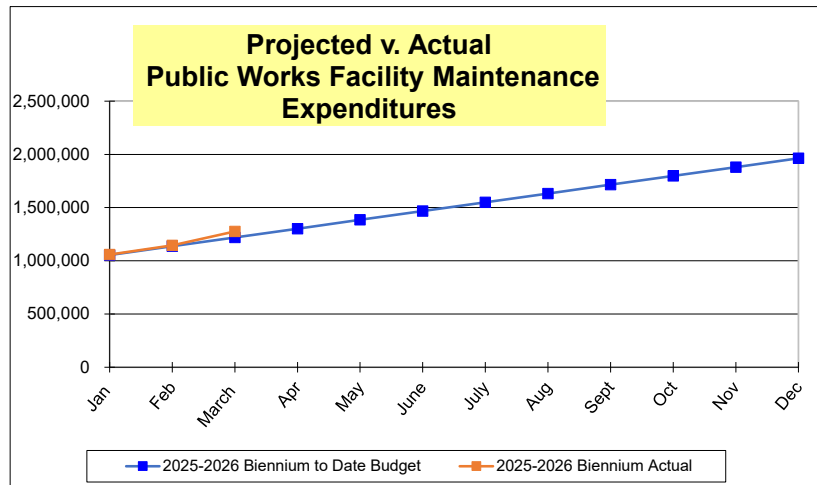
	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	599,032	511,563
Feb	646,433	554,357
March	693,834	581,846
Apr	741,235	
May	788,636	
June	836,038	
July	883,439	
Aug	930,840	
Sept	978,241	
Oct	1,025,642	
Nov	1,073,043	
Dec	1,120,444	
2025-26 Year To Date	1,120,444	581,846
Actual v. Projected		84%



City of Kenmore
General Fund Expenditure Graphs
March 31, 2026

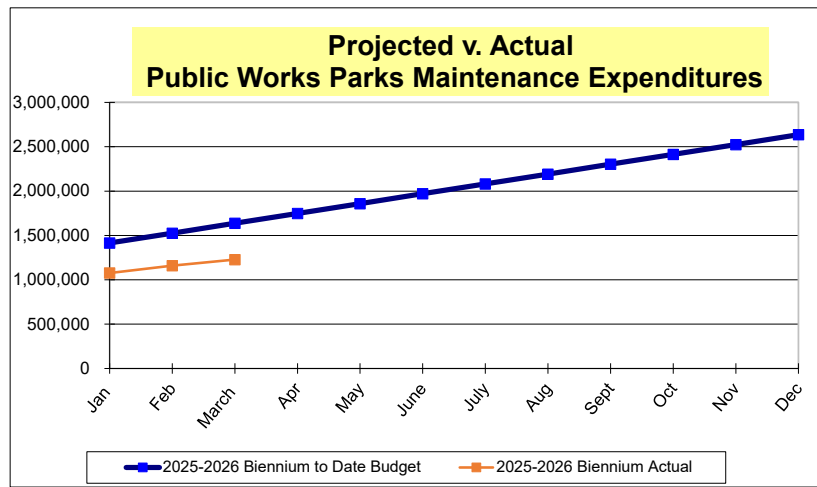
PUBLIC WORKS FACILITY MAINTENANCE

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	1,054,082	1,058,637
Feb	1,136,725	1,144,183
March	1,219,368	1,276,031
Apr	1,302,010	
May	1,384,653	
June	1,467,296	
July	1,549,939	
Aug	1,632,582	
Sept	1,715,225	
Oct	1,797,867	
Nov	1,880,510	
Dec	1,963,153	
2025-26	1,963,153	1,276,031
Year To Date		
Actual v. Projected		105%



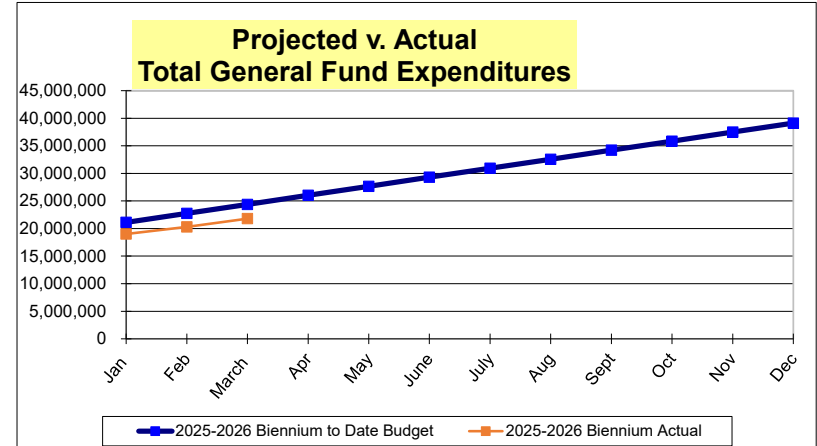
PUBLIC WORKS PARKS MAINTENANCE

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	1,415,522	1,076,259
Feb	1,526,472	1,159,628
March	1,637,421	1,228,054
Apr	1,748,371	
May	1,859,320	
June	1,970,270	
July	2,081,219	
Aug	2,192,168	
Sept	2,303,118	
Oct	2,414,067	
Nov	2,525,017	
Dec	2,635,966	
2025-26	2,635,966	1,228,054
Year To Date		
Actual v. Projected		75%



TOTAL GENERAL FUND EXPENDITURES

	2025-2026 Biennium to Date Budget	2025-2026 Biennium Actual
Jan	21,113,880	19,010,977
Feb	22,750,639	20,302,704
March	24,387,397	21,790,811
Apr	26,024,155	
May	27,660,914	
June	29,297,672	
July	30,934,430	
Aug	32,571,189	
Sept	34,207,947	
Oct	35,844,705	
Nov	37,481,464	
Dec	39,118,222	
2025-26	39,118,222	21,790,811
Year To Date		
Actual v. Projected		89%

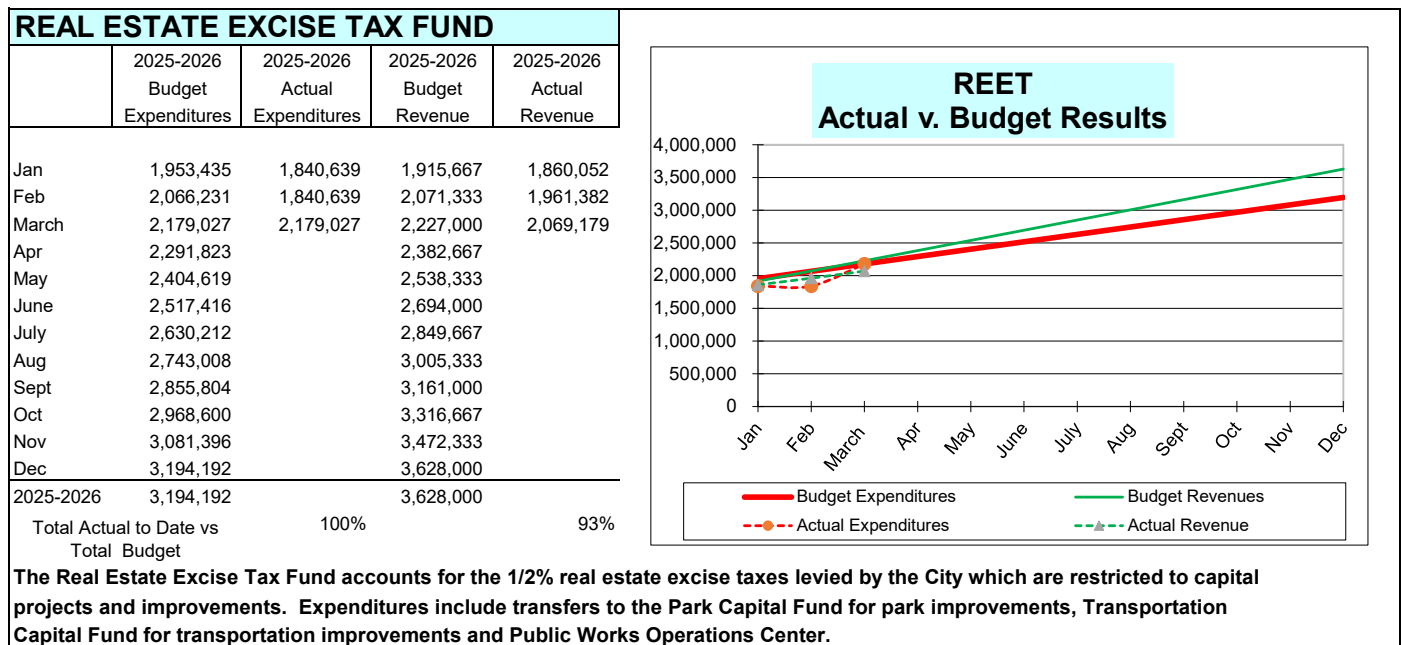
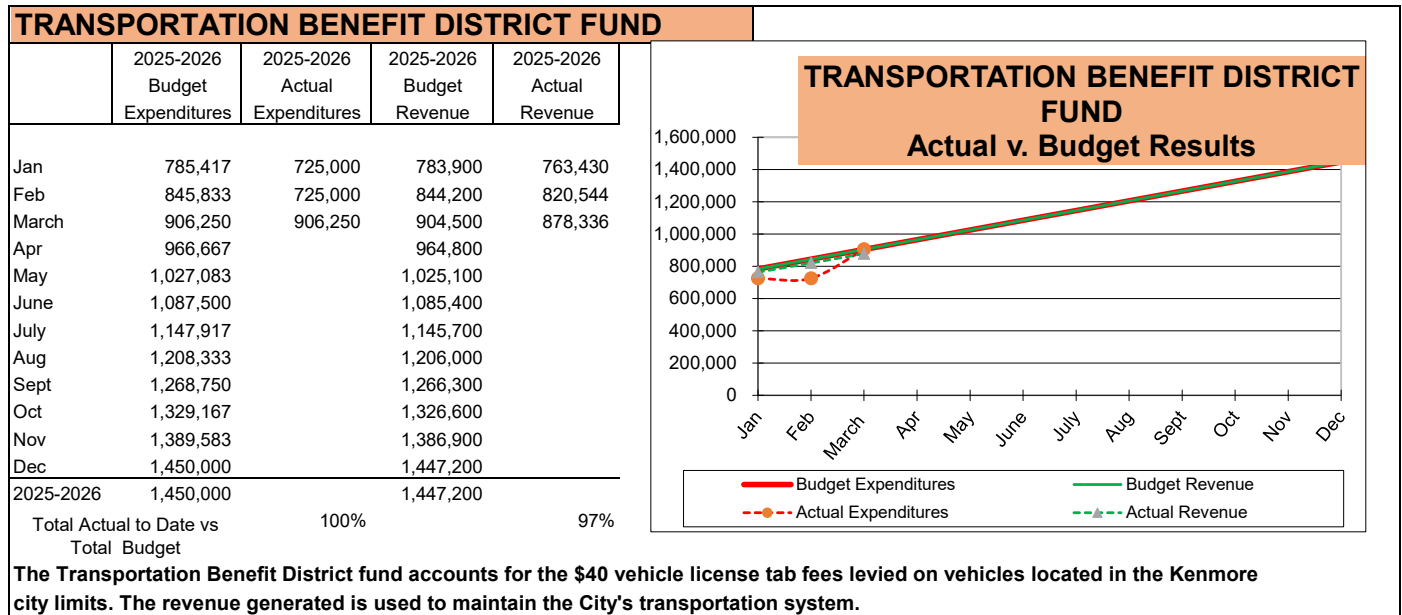


City of Kenmore
Street Fund Summary Report
March 31, 2026

CURRENT PERIOD 2025 - 2026				
	1st Quarter	BIENNIUM TO	% of	BUDGET
	<u>2026</u>	<u>DATE</u> <u>2025-2026</u>	<u>BUDGET</u>	<u>2025-2026</u>
REVENUES				
Beginning Fund Balance		2,384,161		2,384,161
Fuel Tax	102,741	489,002	64.7%	756,200
Investment Interest	17,837	106,482	78.9%	135,000
ROW Permit Fees/Inspections	31,616	539,122	98.3%	548,508
Multimodal Transportation	7,671	38,463	59.0%	65,234
Insurance Recovery	4,301	9,822	0.0%	0
MVA Transportation City/Plat Street Signs	6,752	34,372	59.0%	58,290
Transfer from TBD	181,250	906,250	62.5%	1,450,000
Total Revenues	352,168	2,123,512	70.5%	3,013,232

CURRENT PERIOD 2025 - 2026				
	1st Quarter	BIENNIUM TO	% of	BUDGET
	<u>2026</u>	<u>DATE</u> <u>2025-2026</u>	<u>BUDGET</u>	<u>2025-2026</u>
EXPENDITURES				
Salary and Benefits	145,523	622,002	59.1%	1,052,699
Maintenance & Operations	230,233	1,502,981	65.7%	2,286,025
Total Expenditures	375,756	2,124,983	63.6%	3,338,724
Revenue over (under) Expenditures	(23,588)	(1,472)		(325,492)
Ending Fund Balance		2,382,689		2,058,669

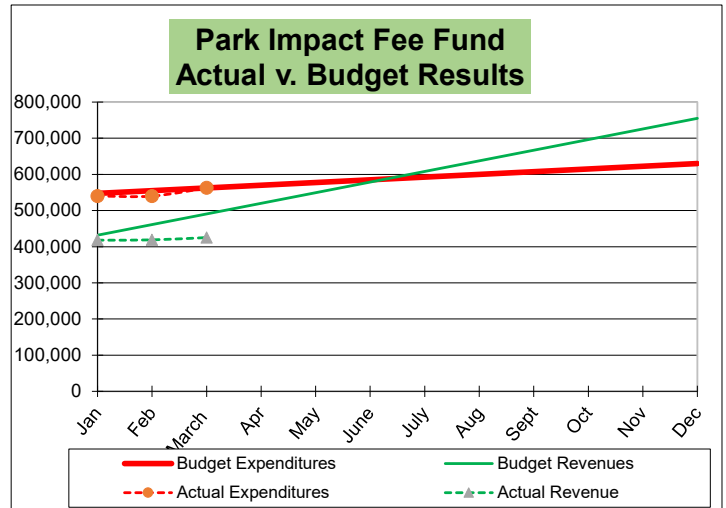
City of Kenmore
Other Funds Monthly Activity
March 31, 2026



City of Kenmore
Other Funds Monthly Activity
March 31, 2026

PARK IMPACT FEE FUND

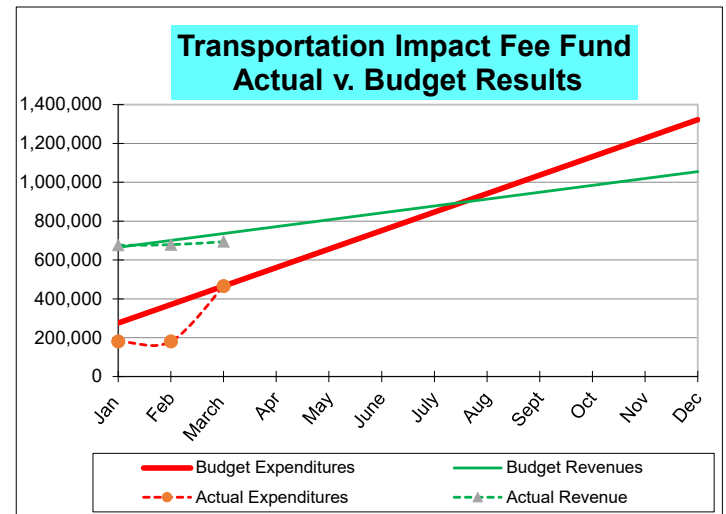
	2025-2026 Budget Expenditures	2025-2026 Actual Expenditures	2025-2026 Budget Revenue	2025-2026 Actual Revenue
Jan	547,500	540,000	431,875	418,120
Feb	555,000	540,000	461,250	418,903
March	562,500	562,500	490,625	425,335
Apr	570,000		520,000	
May	577,500		549,375	
June	585,000		578,750	
July	592,500		608,125	
Aug	600,000		637,500	
Sept	607,500		666,875	
Oct	615,000		696,250	
Nov	622,500		725,625	
Dec	630,000		755,000	
2025-2026	630,000		755,000	
Total Actual to Date vs Total Budget		100%		87%



This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

TRANSPORTATION IMPACT FEE FUND

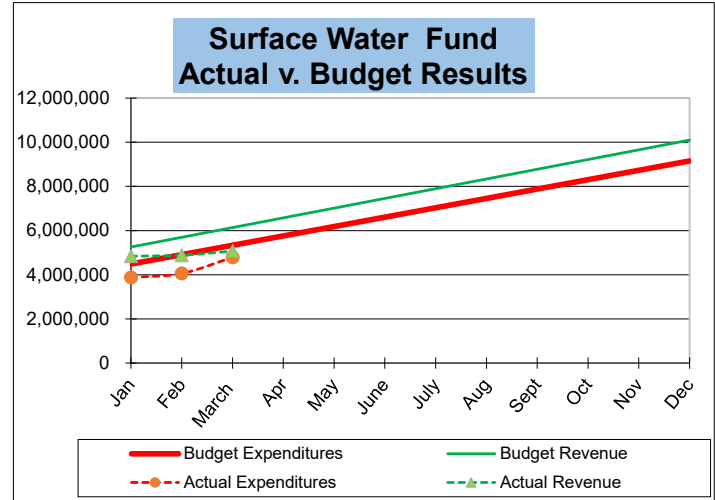
	2025-2026 Budget Expenditures	2025-2026 Actual Expenditures	2025-2026 Budget Revenue	2025-2026 Actual Revenue
Jan	275,574	180,418	665,417	675,780
Feb	370,729	180,418	700,833	678,654
March	465,885	465,885	736,250	694,215
Apr	561,040		771,667	
May	656,196		807,083	
June	751,352		842,500	
July	846,507		877,917	
Aug	941,663		913,333	
Sept	1,036,818		948,750	
Oct	1,131,974		984,167	
Nov	1,227,129		1,019,583	
Dec	1,322,285		1,055,000	
2025-2026	1,322,285		1,055,000	
Total Actual to Date vs Total Budget		100%		94%



This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.

City of Kenmore
Other Funds Monthly Activity
March 31, 2026

SURFACE WATER MANAGEMENT FUND				
	2025-2026 Budget Expenditures	2025-2026 Actual Expenditures	2025-2026 Budget Revenue	2025-2026 Actual Revenue
Jan	4,484,931	3,875,898	5,255,619	4,838,507
Feb	4,909,517	4,055,613	5,695,874	4,882,847
March	5,334,102	4,792,422	6,136,130	5,069,774
Apr	5,758,687		6,576,385	
May	6,183,272		7,016,640	
June	6,607,858		7,456,896	
July	7,032,443		7,897,151	
Aug	7,457,028		8,337,406	
Sept	7,881,613		8,777,661	
Oct	8,306,199		9,217,917	
Nov	8,730,784		9,658,172	
Dec	9,155,369		10,098,427	
2025-2026	9,155,369		10,098,427	
Total Actual to Date vs Total Budget		90%	83%	



This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

City of Kenmore
Investment Schedule
March 31, 2026

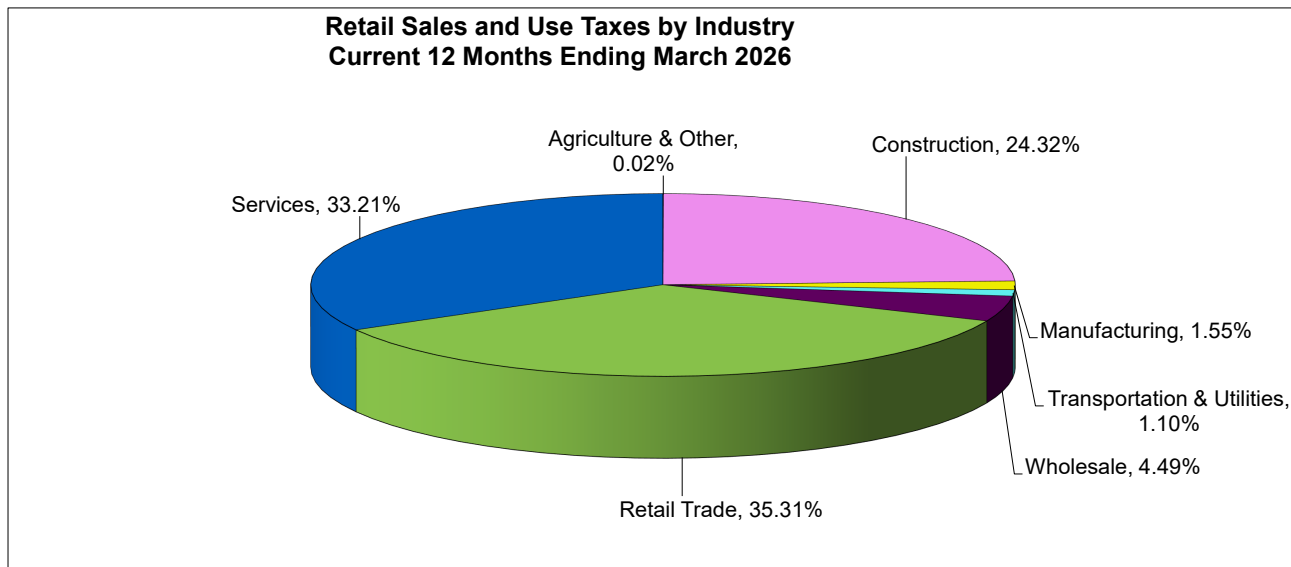
Average Yield to Maturity-Securities								Average Yield	3.45%
		Purchase		Maturity		Rate		Principal or	Yield
Investment #	Type	Date		Date				Balance	Equivalents
Time Value Investments									
912828R36	US TREAS	1/17/2024		5/15/2026		1.63%	3.98%	996,479.38	39,659.88
912828YU8	US TREAS	9/17/2024		11/30/2026		1.63%	3.34%	997,677.90	33,322.44
91282CEW7	US TREAS	1/14/2025		6/30/2027		3.25%	4.21%	1,539,877.50	64,828.84
91282CBB6	US TREAS	5/19/2025		12/31/2027		0.63%	3.82%	921,120.00	35,186.78
91282CBS9	US TREAS	3/26/2024		3/31/2028		1.25%	4.20%	1,485,163.35	62,406.56
91282CHK0	US TREAS	7/16/2024		6/30/2028		4.00%	4.16%	1,491,328.13	62,039.25
91282CJR3	US TREAS	5/2/2025		12/31/2028		3.75%	3.51%	1,008,100.00	35,384.31
91282CEB3	US TREAS	9/17/2024		2/28/2029		1.88%	3.35%	995,870.00	33,361.65
91282CEV9	US TREAS	11/14/2025		6/30/2029		1.97%	3.25%	1,492,200.00	48,496.50
91282CGJ4	US TREAS	3/4/2025		1/31/2030		3.50%	3.94%	1,470,600.00	57,941.64
91282CGZ8	US TREAS	5/2/2025		4/30/2030		3.50%	3.58%	996,300.00	35,667.54
91282CNN7	US TREAS	11/14/2025		7/31/2030		3.85%	3.88%	1,018,100.00	39,451.38
Total TVI Purchases								14,412,816.26	547,746.77

Banner Checking and Savings	0.02%	3,833,143.58	766.63
US Bank Money Market	3.36%	225,050.40	7,561.69
Columbia Bank Savings	3.97%	3,741,849.19	148,551.41
LGIP - Primary Account	3.71%	13,968,132.44	518,217.71
LGIP - Bond Proceeds Account	3.71%	11,292,375.59	418,947.13
		33,060,551.20	1,094,044.58

Total Accounts **\$ 47,473,367.46** **\$ 1,641,791.36**

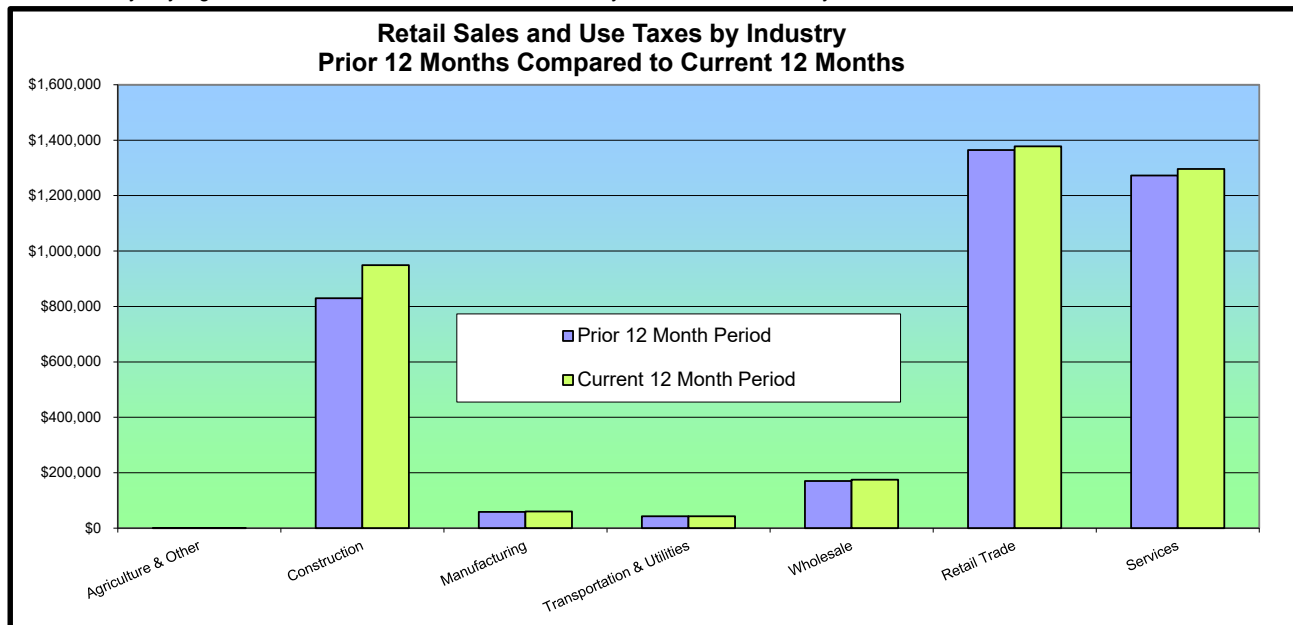
City of Kenmore
Retail Sales and Use Tax Distribution
March 31, 2026

Industry	Prior 12 Months ending March 2025	Current 12 Months ending March 2026	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$525	\$733	39.52%	0.02%
Construction	829,354	949,264	14.46%	24.32%
Manufacturing (Printing, Publishing, Other Manuf.)	58,588	60,405	3.10%	1.55%
Transp/Comm/Utilities (Telecomm., Air Transport.)	43,020	43,047	0.06%	1.10%
Wholesale (Lumber, Other Wholesale)	170,369	175,168	2.82%	4.49%
Retail Trade (Eating, Merchandise, Food Stores)	1,364,025	1,378,104	1.03%	35.31%
Services (Auction, Recreation, Auto Repair, Financial)	1,272,619	1,296,006	1.84%	33.21%
Totals	<u>\$3,738,500</u>	<u>\$3,902,727</u>	<u>4.39%</u>	100%
Increase/(Decrease)		<u>\$164,227</u>	<u>4.39%</u>	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City



CITY OF KENMORE

Finance

GENERAL & OTHER REVENUE FUNDS

Year To Date as of 3/31/2026
62.5% of Biennium Elapsed

July 27, 2026



REVENUES– General Fund, 3/31/2026

<u>REVENUES</u>	<u>BTD 3/31/26</u>	<u>Budget 25-26</u>	<u>%</u>
Property Taxes	6,413,194	12,498,430	51.3%
Sales and Use Taxes	4,856,964	7,450,866	65.2%
Utility Taxes	3,575,798	5,428,585	65.9%
Other Taxes	331,778	456,270	72.7%
Development Fees & Permits	2,622,381	3,645,396	71.9%
Franchise Fees	1,071,912	1,780,590	60.2%
Intergovernmental and Grants	2,111,946	3,007,994	70.2%
Investment Interest	550,909	600,000	91.8%
Transfers and Other Revenues	1,042,534	1,672,233	62.3%
Total Revenues	22,577,417	36,540,364	61.8%

EXPENDITURES – General Fund, 3/31/2026

<u>EXPENDITURES</u>	<u>BTD 3/31/26</u>	<u>Budget 25-26</u>	<u>%</u>
<u>Cost Center</u>			
City Council	286,961	427,493	67.1%
City Manager	2,105,389	3,194,453	65.9%
City Clerk	625,597	1,015,892	61.6%
Finance	2,644,766	4,290,164	61.6%
Human Resources	99,955	172,000	58.1%
Legal	357,302	900,000	39.7%
Interfund Transfers/Non Department	800,000	890,000	89.9%
Public Safety	6,340,862	11,249,327	56.4%
Special Projects	151,001	2,026,064	7.5%
Engineering	771,981	1,368,178	56.4%
Environmental Services	402,424	627,909	64.1%
Housing & Human Services	783,753	1,381,354	56.7%
Community Development	1,110,772	1,683,205	66.0%
Development Services	2,224,119	4,172,620	53.3%
Events, Volunteers, Recreation	581,846	1,120,444	51.9%
Public Works Facility Maintenance	1,276,031	1,963,153	65.0%
Public Works Parks Maintenance	1,228,054	2,635,966	46.6%
Total Expenditures	21,790,811	39,118,222	55.7%
Expenditures (over) under Revenues	786,606	(2,577,858)	

General Fund Reserves

20% Fund Balance Requirement - 2026	\$3.9 million
Actual Fund Balance - 3/31/2026	\$11 million

Reserve Policy

City shall maintain reserves of not less than 20% of annual operating expenditures

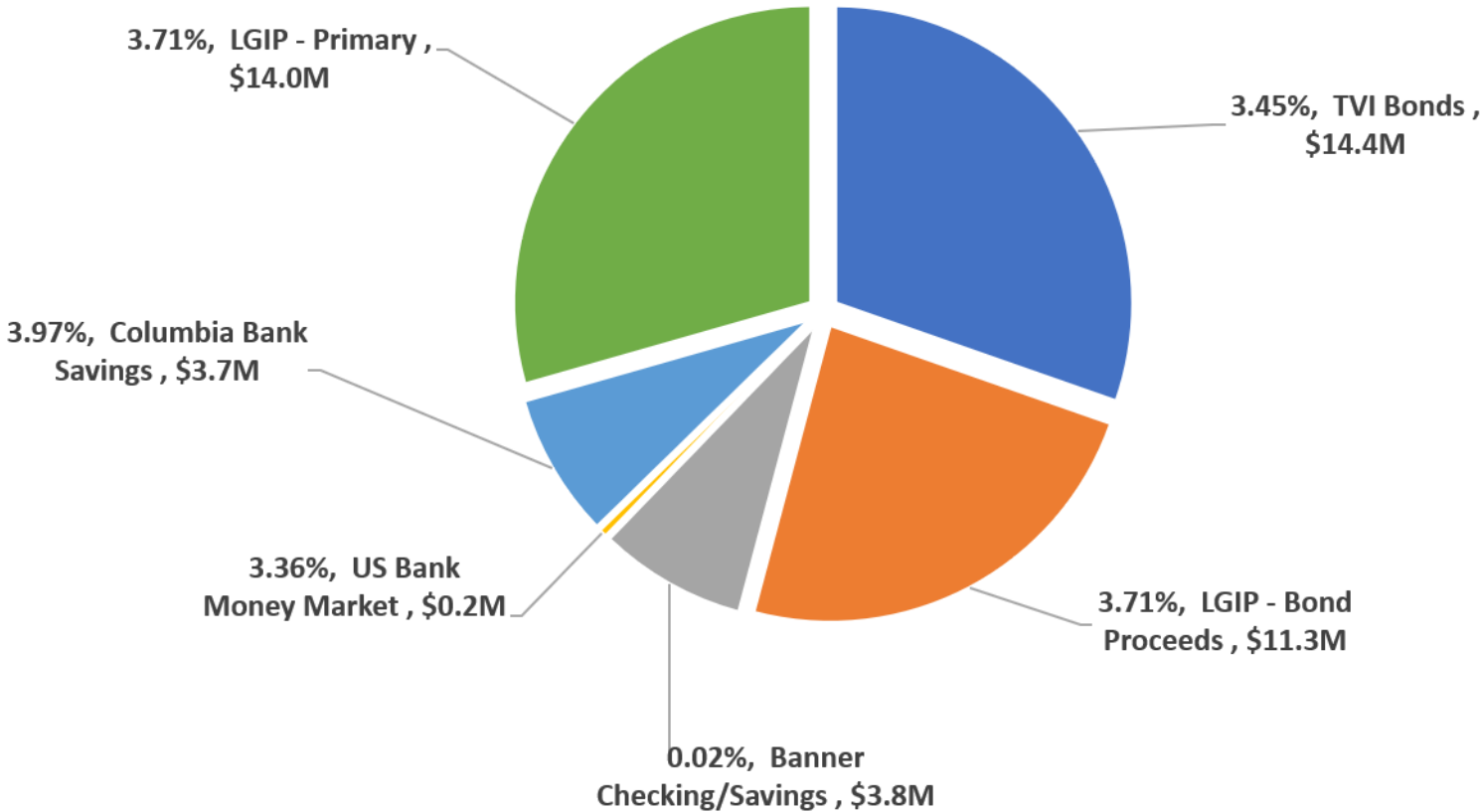
- To offset revenue shortfalls
- For unanticipated emergencies

INVESTMENT SCHEDULE, 3/31/26

		Average Yield to Maturity-Securities					Average Yield	3.77%
			Purchase	Maturity			Principal or	Yield
	Investment #	Type	Date	Date	Rate	Yield	Balance	Equivalents
Time Value Investments								
	912828R36	US TREAS	1/17/2024	5/15/2026	1.63%	3.98%	996,479	39,660
	912828YU8	US TREAS	9/17/2024	11/30/2026	1.63%	3.34%	997,678	33,322
	91282CEW7	US TREAS	1/14/2025	6/30/2027	3.25%	4.21%	1,539,878	64,829
	91282CBB6	US TREAS	5/19/2025	12/31/2027	0.63%	3.82%	921,120	35,187
	91282CBS9	US TREAS	3/26/2024	3/31/2028	1.25%	4.20%	1,485,163	62,407
	91282CHK0	US TREAS	7/16/2024	6/30/2028	4.00%	4.16%	1,491,328	62,039
	91282CJR3	US TREAS	5/2/2025	12/31/2028	3.75%	3.51%	1,008,100	35,384
	91282CEB3	US TREAS	9/17/2024	2/28/2029	1.88%	3.35%	995,870	33,362
	91282CEV9	US TREAS	11/14/2025	6/30/2029	1.97%	3.25%	1,492,200	48,497
	91282CGJ4	US TREAS	3/4/2025	1/31/2030	3.50%	3.94%	1,470,600	57,942
	91282CGZ8	US TREAS	5/2/2025	4/30/2030	3.50%	3.58%	996,300	35,668
	91282CNN7	US TREAS	11/14/2025	7/31/2030	3.85%	3.88%	1,018,100	39,451
Total TVI Purchases							\$ 14,412,816	\$ 547,747
				Banner Checking and Savings		0.02%	3,833,144	767
				US Bank Money Market		3.36%	225,050	7,562
				Columbia Bank Savings		3.97%	3,741,849	148,551
				LGIP - Primary Account		3.71%	13,968,132	518,218
				LGIP - Bond Proceeds Account		3.71%	11,292,376	418,947
							\$ 33,060,551	\$ 1,094,045
				Total Accounts			\$ 47,473,367	\$ 1,641,791



City of Kenmore Investments/Cash March 2026



STREET FUND REVENUES, 3/31/2026

<u>REVENUES</u>	<u>BTD 3/31/26</u>	<u>Budget 25-26</u>	<u>%</u>
Fuel Tax	489,002	756,200	64.7%
Investment Interest	106,482	135,000	78.9%
ROW Permit Fees/Inspections	539,122	548,508	98.3%
Multimodal Transportation	38,463	65,234	59.0%
Insurance Recovery	9,822	0	0.0%
MVA Transportation City/Plat Street Sign	34,372	58,290	59.0%
Transfer from TBD	906,250	1,450,000	62.5%
Total Revenues	2,123,512	3,013,232	70.5%

STREET FUND EXPENDITURES, 3/31/2026

<u>EXPENDITURES</u>	<u>BTD 3/31/26</u>	<u>Budget 25-26</u>	<u>%</u>
Salary and Benefits	622,002	1,052,699	59.1%
Maintenance & Operations	1,502,981	2,286,025	65.7%
Total Expenditures	2,124,983	3,338,724	63.6%
Revenue over (under) Expenditures	(1,472)	(325,492)	

- Street Fund has a cash balance of \$2.4M as of 3/31/26

Kenmore Automated Photo Enforcement (KAPE) Fund 105

<u>REVENUES</u>	<u>BTD 3/31/26</u>	<u>25-26 BUDGET</u>	<u>%</u>
Photo Enforcement Infractions	\$ 4,818,205	\$ 6,800,000	70.9%
Investment Interest	\$ 6,669	\$ 40,000	16.7%
Total Revenues	\$ 4,824,874	\$ 6,840,000	70.5%
<u>EXPENDITURES</u>	<u>BTD 3/31/26</u>	<u>25-26 BUDGET</u>	<u>%</u>
Salary and Benefits	\$ 370,181	\$ 724,934	51.1%
KAPE program costs (VM)	721,986	1,050,000	68.8%
King County Court Costs	1,940,607	2,000,000	97.0%
Pavement Preservation	26,999	450,000	6.0%
Traffic Count Program	157,906	634,004	24.9%
Supplies, Travel, Other	14,890	23,713	62.8%
Vehicles	52,724	-	0.0%
Transfer to Transportation Capital	900,000	1,475,000	61.0%
Transfer to General Fund - Police	125,000	350,000	35.7%
Total Expenditures	4,310,293	6,707,651	64.3%
Excess (deficiency) of Revenues over Expenditures	\$ 514,582	\$ 132,349	

Fund 105 has a cash balance of **\$742K** as of 3/31/26

Public Works Operations Center (PWOC) Fund 307

<u>REVENUES</u>	<u>BTD 3/31/26</u>	<u>25-26 BUDGET</u>	<u>%</u>
Investment Interest	\$ 677,496	\$ 550,000	123.2%
KC Department of Commerce Grant	-	408,160	0.0%
Fund Transfers	2,000,000	3,200,000	62.5%
Total Revenues	\$ 2,677,496	\$ 4,158,160	64.4%
<u>EXPENDITURES</u>	<u>BTD 3/31/26</u>	<u>25-26 BUDGET</u>	<u>%</u>
PW Operations Center Construction	\$ 3,933,813	\$ 15,200,000	25.9%
Salary & Benefits	199,771	-	0.0%
Debt payments, bank fees, interest	1,631,298	3,200,000	51.0%
City Hall Solar Expansion & EV Charging	-	160,960	0.0%
Senior Center Improvements	6,810	250,000	2.7%
Supplies, Travel, Other	750	-	0.0%
Total Expenditures	\$ 5,772,441	\$ 18,810,960	30.7%
Excess (deficiency) of Revenues over Expenditures	\$ (3,094,945)	\$ (14,652,800)	

Fund 307 has a cash balance of **\$14.0M** as of 3/31/26

SURFACE WATER MANAGEMENT

Fund 401

Fund 401	Biennium to Date 3/31/26	Budget 2025-2026	%
Storm Drain Fees	\$ 4,834,595	\$ 9,739,852	50%
Expenses*	\$ 4,792,422	\$ 9,155,369	52%
*All Fund 401 expenses are included in this line item.			

- SWM has a cash balance of \$318,622 as of 3/31/2026

IMPACT FEE REVENUE FUNDS

FUND	Biennium to Date 3/31/26	Budget 2025-2026	%	Cash Balance
Park Impact Fees	\$405,881	\$735,000	55%	\$485,486
Transportation Impact Fees	\$620,670	\$980,000	63%	\$1,795,371

REET / TRANSPORTATION BENEFIT DISTRICT (TBD) REVENUE FUNDS

FUND	BTD 3/31/26	Budget 2025-2026	%	Cash Balance
REET				
Fees Used for Transportation, Parks & Facilities Capital	\$2,069,179	\$3,628,000	57.0%	\$1,378,917
TBD				
Car Tab Fees Used for Road Maintainance	\$878,336	\$1,454,336	60.4%	\$127,304

Q1 2026 Summary

- 62.5% of the 2025-2026 Biennium has elapsed
- General Fund revenues are slightly under target; expenses are under target by about 6.8%
- Property Tax Revenue is below the 62.5% target due to cyclical property tax receipts in April and October
- Interest revenue BTD brought in \$551K for the GF or 91.8% of budget
- ROW permit fees (revenue) in Street Fund are at 98.3% of budget
- PWOC construction costs are ramping up in 2026

For comments and questions:

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Finance & Administration Director
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Subject/Topic:	Proposed Council Action/Motion:
Discussion and Potential Direction on a Zoning Approach for Parcels Adjacent to Swamp Creek <i>Near SR522/80th Ave NE Where Interim Regulations Currently Apply</i> Department: Community Development Prepared by: Brittany Chue, Senior Planner Debbie Bent, Assistant City Manager/ Community Development Director Attachments: - Staff Memo: Zoning Regulations for Parcels Adjacent to Swamp Creek near SR522/80th Ave NE Where Interim Regulations Currently Apply - PowerPoint Presentation (uploaded by 7/24/26)	☐ Information Only ☐ Receive and File ☒ Discuss ☒ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☐ Other: Motion(s) providing direction on a proposed zoning approach to replace interim regulations.

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
Initials & Date	N/A	N/A	Initials & Date	Initials & Date

Summary/Background:

Summary: At the 7/27/26 City Council meeting, staff are seeking City Council direction on a zoning approach for thirteen parcels adjacent to Swamp Creek near SR522/80th Ave NE where interim regulations currently apply. Attachment #1 provides additional background and outlines staff recommendations for City Council consideration.

Next Steps: If the City Council provides direction at the 7/27/26 City Council meeting, staff will prepare draft zoning code amendments for City Council review in the fall. Staff will then incorporate any additional feedback and request the City Council schedule a public hearing on proposed zoning code amendments.

Recommendations: Staff recommend that the City Council consider a policy and regulatory framework that aims to balance competing goals of higher residential and mixed-use development, Transit-Oriented Development (TOD), along the SR-522 corridor while advancing ecological protection of Swamp Creek and restoration of the Swamp Creek stream buffer habitat.

The majority of the thirteen parcels are developed, and existing conditions and any non-conformities can remain. Therefore, the opportunity for advancing both goals relies on incentives when parcels are redeveloped. Compliance with shoreline regulations (applicable to Swamp Creek) and surface water regulations is also advanced at the time of redevelopment.

Swamp Creek is regulated as a Shoreline of the State, along with the Sammamish River and Lake Washington shoreline. Shoreline regulations are adopted in the Kenmore Municipal Code Title 16. No amendments are proposed to shoreline regulations. Shoreline regulations are mandated by the state to be updated by June 2029 (last updated 2019 and adopted 2020). Staff will begin the shoreline work program update in 2028, along with a concurrent update of all critical area regulations, as there is significant overlap in both regulations.

Recommendation #1 - Eliminate the TOD overlay zone and rezone residential parcels (R12, R18, and R24) to Urban Residential (UR).

- Eliminating the TOD overlay zone as an option for development aligns with the zoning approach for other properties along the SR522 corridor.
- Rezoning residential parcels (R12, R18, R24) to Urban Residential zoning would apply to all parcels east of Swamp Creek, adjacent to 80th Ave NE, and one parcel west of Swamp Creek behind the bowling alley property.
- Rezoning from lower density residential to higher density residential maximizes the potential for housing units, supporting the high capacity SR522 transit corridor.
- Rezoning incorporates the requirement for inclusion of affordable housing units, when properties redevelop. 25% of the total housing units would be required to be affordable at 50% of Area Median Income (AMI).
- Reducing street setbacks from ten feet to zero feet for residential properties adjacent to 80th Ave NE also provides greater setback protection from Swamp Creek, supporting stream function.
- The shoreline jurisdiction is 200 feet on either side of a stream. The east side of Swamp Creek is designated as “Urban Conservancy” shoreline, requiring a minimum building setback of 165 feet (150-foot stream buffer and 15-foot building setback). Building height is restricted to 65 feet outside of the 165-foot setback from the stream. The recommendation is to allow an increase in height to 85 feet (outside the 200-foot shoreline jurisdiction) when the stream buffer is restored and enhanced. The recommendation provides an incentive for improving stream habitat and stream ecological function.

Recommendation #2 - Eliminate the TOD overlay zone and retain the Urban Corridor (UC) East zone for parcels west of Swamp Creek.

- Eliminating the TOD overlay zone as an option for development aligns with the zoning approach for other properties along the SR522 corridor, supporting the high capacity SR522 transit corridor.
- Most parcels west of Swamp Creek are zoned Urban Corridor East (one parcel is currently zoned R18). Retaining the UC East zone maximizes the potential for housing units, including affordable housing units, when properties are redeveloped. 25% of the total housing units would be required to be affordable at 50% of Area Median Income (AMI).
- The shoreline jurisdiction is 200 feet on either side of a stream. The west side of Swamp Creek is designated as “Swamp Creek Commercial” shoreline, requiring a minimum building setback of 70 feet (55-foot stream buffer and 15-foot building setback) for residential and commercial development. Building height is restricted to 35 feet between a distance of 0-112.5 feet from the stream and a maximum height of 65 feet between 112.5-200 feet from the stream. The recommendation is to allow an increase in height to 85 feet (outside the 200-foot shoreline jurisdiction) when the stream buffer is restored and enhanced. The recommendation provides an incentive for improving stream habitat and stream ecological function.
- Most of the area on the west side of Swamp Creek (with the exception of newer development) was developed before current stormwater regulation requirements and lacks stormwater detention and water quality treatment systems. As properties are redeveloped, compliance with stormwater regulations would be required, improving the water quality and stream habitat.

Previous Council Action(s):

2023 – 2026: Interim Zoning Regulations for Parcels Adjacent to Swamp Creek: In 2023, thirteen parcels adjacent to Swamp Creek retained their existing zoning, including the TOD overlay zone, pending completion of a Swamp Creek corridor study that would help inform future code amendments for this area.

- **2023 - 11/18/26 Interim Regulations:** In March 2023, the City adopted a reduced TOD district overlay for properties (thirteen parcels) close to Swamp Creek. Interim regulations were extended and applied to those parcels (Ordinance 23-0575). Interim regulations have been extended at six-month intervals, currently through 11/18/26 (Ordinance Nos. 23-0586, 24-0606, 24-0612, 25-0625, 25-0629, 25-0638, 26-0640).
- **2024 Swamp Creek Study:** Osborn Consulting evaluated 155 properties along Swamp Creek and Little Swamp Creek looking for opportunities for stream protection and habitat restoration. The results were presented to City Council on 9/16/24.
- **2025 - 2026 Zoning Approach:** On June 16, staff asked the City Council for direction on whether the current TOD regulations should be maintained or amended. The City Council provided direction on prioritizing ecological preservation while maintaining housing affordability requirements. (Agenda bill can be seen [here](#)). On July 28, staff presented policy

options on shoreline restoration incentives, and the City Council provided direction on increasing density and maintaining housing affordability, while limiting height to 65 feet for ecological preservation. (Agenda bill can be seen [here](#).)

2023 New Zoning Regulations for Transit Oriented Development (TOD): Ordinance 23-0574 (3/13/23) adopted municipal code and zoning map amendments related to a Transit-Oriented Development regulatory framework. The TOD overlay was eliminated, and TOD regulations were incorporated into zoning regulations for properties along the SR522 corridor east of 73rd Ave NE, and a new zone, Urban Residential, was created. Density allowances, height, and affordable housing requirements were increased. Other code amendments were included, and a summary is provided on the City's webpage [Transit-Oriented Development | City of Kenmore Washington](#). Thirteen parcels adjacent to Swamp Creek were "carved out" and retain interim TOD regulations.

2015-2022 Transit Oriented District (TOD) Overlay: Applied to properties along the SR522 corridor east of 73rd Ave NE to approximately 83rd Ave NE. Property owners could develop based on zoning regulations or choose TOD regulations, which provided for a higher density allowance along with an affordable housing requirement.

- **2015** – City adopted a TOD district overlay zone (Ordinance 15-0406).
- **2021** – City adopted a 6-month moratorium on development or land use in the TOD zone to expire on February 16th, 2022 (Ordinance 21-0530).
- **2022** – City adopted the following interim regulations within the TOD district overlay (Ordinance 22-0543). These regulations were extended at six-month intervals (Ordinance nos. 22-0555 and 23-0569):
 - 1) In the R-12, R-18, R-24, UC East, and DC zones in the TOD district overlay area, the minimum density for residential development shall be no less than the base density for the underlying zone;
 - 2) Except in the R-1 zone, townhouse development shall be prohibited.
 - 3) At least 25% of the total number of units in the development shall be low- or very low-income affordable housing units subject to the standards in KMC Chapter 18.77.

Fiscal Consideration:

Staff time to complete the modification of zoning regulations for City Council consideration.

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

Objective 7.3: Promote affordable housing and support services.

7.3.1 Prioritize, seek, and advocate for the development of mixed-used, accessible, affordable housing opportunities throughout Kenmore through partnerships with organizations that have a commitment to DEIA values.

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

City Council's 2026 Priority #2: Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

City Council's 2026 Priority #4: Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.

City Council's 2026 Priority #6: Enhance multimodal transportation, including pedestrian and bicycle safety.



Date: July 27, 2026

To: City Council

From: Brittany Chue, Senior Planner and Debbie Bent, Assistant City Manager/Community Development Director

Regarding: Zoning Regulations for Parcels Adjacent to Swamp Creek near SR522/80th Ave NE Where Interim Regulations Currently Apply

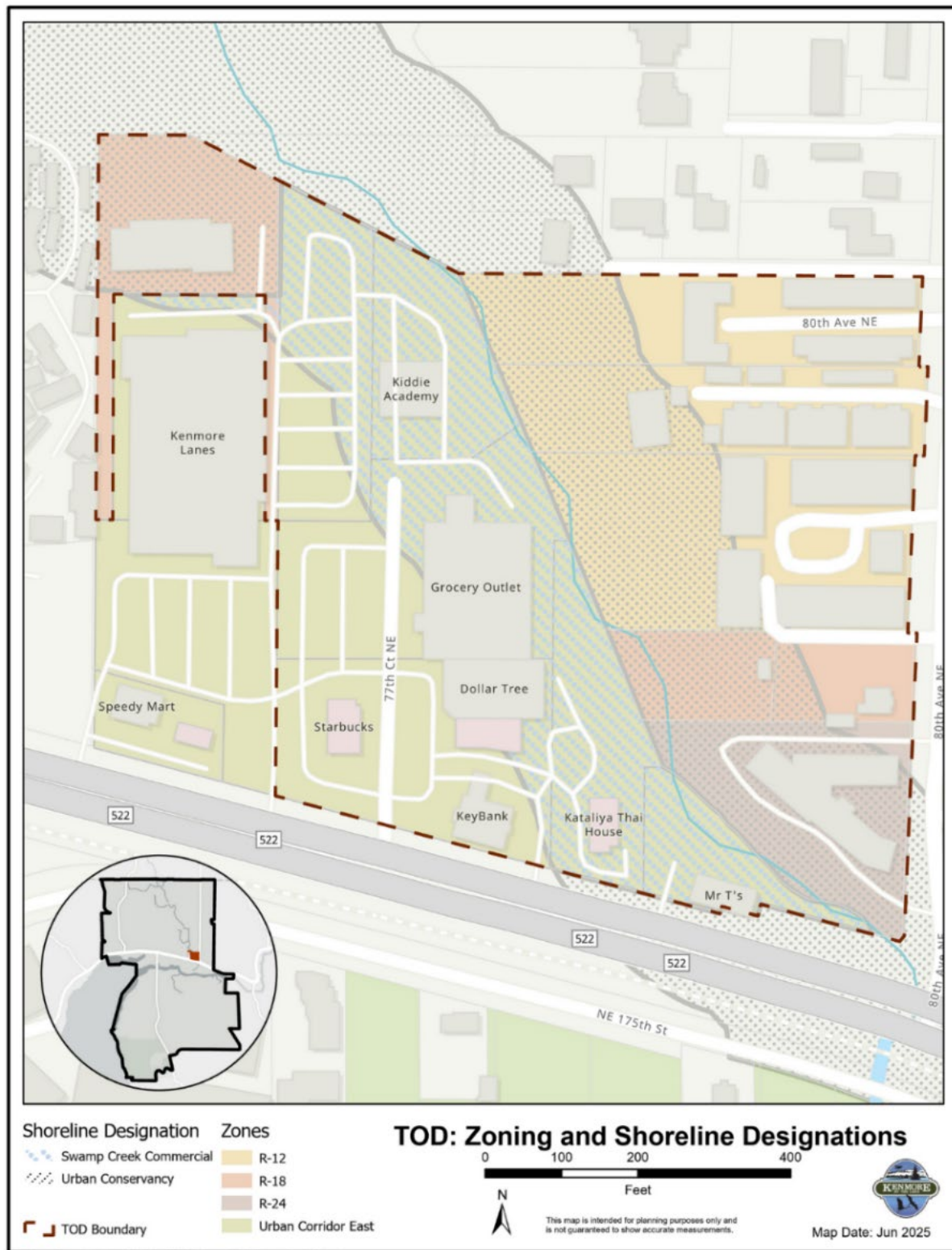
Summary and Recommendations

Staff recommends that the City Council consider a policy and regulatory framework that aims to balance competing goals of higher residential and mixed-use development, Transit-Oriented Development (TOD), along the SR-522 corridor while advancing ecological protection and restoration of the Swamp Creek stream buffer habitat. The majority of the thirteen parcels are developed, and existing buildings and non-conformities can remain. Therefore, the opportunity for advancing both goals relies on incentives when parcels are redeveloped. Compliance with shoreline regulations (applicable to Swamp Creek) and surface water regulations is also advanced at the time of redevelopment.

No amendments are proposed to Shoreline regulations. Shoreline regulations are mandated by the state to be updated by June 2029 (last updated 2019 and adopted 2020). Staff will begin that work program in 2028 along with a complete update of all critical area regulations.

Figure 1 shows the existing zoning and shoreline (Swamp Creek) designation for the thirteen parcels.

Figure 1. TOD: Zoning and Shoreline Designations.



Recommendation #1 - Eliminate the TOD overlay zone and rezone residential parcels (R12, R18, and R24) to Urban Residential (UR). The rezone would apply to all parcels east of Swamp Creek, adjacent to 80th Ave NE and one parcel west of Swamp Creek behind the bowling alley property. This approach maximizes the potential for housing units, including affordable housing units when properties are redeveloped. Reducing street setbacks from 10 feet to 0 feet for residential properties adjacent to 80th Ave NE also provides a greater setback from Swamp Creek. Allowing an increased height from 65 feet to 85 feet (outside the shoreline jurisdiction) provides an incentive for stream buffer restoration and enhancement. Refer to Tables 1 and 4 below.

Recommendation #2 - Eliminate the TOD overlay zone and retain the Urban Commercial zone for parcels west of Swamp Creek. This approach maximizes the potential for housing units, including affordable housing units, when properties are redeveloped. Allowing an increased height from 65 feet to 85 feet (outside the shoreline jurisdiction) as an incentive to provide stream buffer restoration and enhancement. Refer to Tables 2 and 3 below.

Tables 1-4 compare the underlying zoning, TOD overlay, and recommended regulations, summarized below.

Table 1. Zoning Comparison for TOD – Residential Parcels.

Residential Parcels - Zoning Comparison					
Standards	Zones			Overlay Zone	Proposed Rezone
	R-12	R-18	R-24	TOD	Urban Residential
Minimum Street Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft. - SR-522; 0 ft. - Other streets
Minimum Side/Rear Setback	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Maximum Height	60 ft.	60 ft.	60 ft.	65 ft.	65 ft. (only 85 ft. if the stream buffer is enhanced)
Density: Dwelling Units/Acre	12-18	18-27	24-36	60-150	60-150
Affordability	0%	0%	0%	10%	25%
Estimated Affordable Housing Units*	0 units			5 existing units, 34 potential units	114 potential units
Estimated Total Housing Units (including affordable)*	142 existing units			53 existing units, 344 potential units	458 potential units

*Estimated potential units are based on housing model assumptions, refer to analysis section below.

Table 2. Zoning Comparison for TOD – Commercial Parcels.

Commercial Parcels - Zoning Comparison			
	Zone	Overlay Zone	Proposed
Standards	UC East	TOD	UC East (with adjusted height)
Minimum Street Setback	10 ft.	10 ft.	10 ft.
Minimum Side/Rear Setback	20 ft.	20 ft.	20 ft.
Maximum Height	85 ft.	65 ft.	65 ft. (only 85 ft. if buffer is enhanced)
Density: Dwelling Units/Acre	60-150	60-150	60-150
Affordability	25%	10%	25%
Estimated Affordable Housing Units	176 potential units	55 potential units	176 potential units
Estimated Total Housing Units (including affordable)	704 potential units	542 potential units	704 potential units

Tables 3 and 4 below show building height increases based on distance to Swamp Creek. The maximum height allowed decreases the closer the building is to Swamp Creek. Within 200 ft. of Swamp Creek is the shoreline jurisdiction, where shoreline (stream) and critical area regulations apply. Beyond 200 ft., the underlying zoning regulations apply to height. The proposed incentive for increasing height with buffer enhancements applies only to development outside the 200-ft shoreline jurisdiction.

Table 3. Shoreline Setbacks and Height for TOD Commercial Parcels (parcels west of Swamp Creek)

Shoreline Setbacks and Height for TOD Commercial Parcels	
Setback (distance between building & Swamp Creek)	Height
0 ft. - 70 ft.	0 ft.
70 ft. - 112.5 ft.	35 ft.
112.5 ft. - 200 ft.	65 ft.
Beyond 200 ft.	Existing: 85 ft. Proposed: 85 ft. with buffer enhancement, 65 ft. without

Table 4. Shoreline Setbacks and Height for TOD Residential Parcels (parcels east of Swamp Creek and one parcel west of Swamp Creek)

Shoreline Setbacks and Height for TOD Residential Parcels	
Setback (distance between building & Swamp Creek)	Height
0 ft. - 165 ft.	0 ft.
165 ft. - 200 ft.	35 ft.
Beyond 200 ft.	Existing: 65 ft. Proposed: 85 ft. with buffer enhancement, 65 ft. without

The recommendations for commercial parcels to remain as UC East and residential parcels to be rezoned to Urban Residential would lead to a **total capacity of 1,162 housing units**, including **290 affordable units**, compared to the current TOD capacity: 886 potential housing units, including 89 affordable units. The difference between the parcels being zoned as UC East and Urban Residential compared to TOD is an increase of **276 housing units**, equivalent to 5 Beachwood II buildings (Beachwood II has 53 apartment units) or 1 Spencer 68 Apartment Complex (Spencer 68 has 223 apartment and townhouse units).

Background

The City of Kenmore is planning for future Bus Rapid Transit and is designated as a High-Capacity Transit Community. While prior Council action established TOD standards and affordable housing requirements, thirteen parcels near Swamp Creek were placed under Interim Regulations to allow further environmental study. The Interim Regulations were extended an additional six months at the [5/18/26 City Council meeting](#) to allow time to propose and adopt amended zoning regulations for the 13 parcels.

The completed Swamp Creek Prioritization Study indicates that these parcels present opportunities for ecological improvement through redevelopment rather than strict preservation. Results of the assessment were presented to the [City Council on 9/16/24](#). As a result, this memo outlines a policy approach that combines increased development capacity with incentive-based restoration strategies.

This memorandum:

- Summarizes existing conditions and prior Council direction
- Presents key findings related to ecological restoration potential
- Outlines policy strategies to balance TOD growth and environmental goals

At the previous [7/28/25 City Council](#) meeting, City Council evaluated the TOD carve-out area based on the Osborn study on ecological preservation to determine if current development regulations were consistent with environmental preservation of the area, and recommended increased density as an incentive for developers while maintaining the existing height. Council recommended limiting the height to 65 feet. However, increased density cannot be achieved unless the height is increased. The existing height limit is 85 feet for Urban Corridor East parcels with a maximum density of 150 du/ac. Staff recommends maintaining the 85-foot height if paired with buffer improvements.

History 2022-2024



The Planning Commission had a TOD Panel discussion with developers on [2/15/22](#), who made the following recommendations:

- Parking: Support reducing minimum parking requirements in favor of demand-based or maximum parking standards, especially given proximity to transit.
- Height: The current 65-foot limit is seen as too restrictive. Developers indicated a preference for heights in the 75–85 foot range to allow more flexibility, accommodate site constraints (high water tables), and make projects more affordable.
- Density: Maximum density caps (e.g., 150 du/ac) were viewed as limiting and misaligned with building form. Panelists preferred using FAR and lot coverage as more flexible tools tied to building height.

- Affordable Housing Requirements and MFTE: While the current 10% requirement offers flexibility, there was support for increasing affordability targets (potentially up to 20–25%) if requirements are clear and paired with strong incentives. The MFTE program is a key tool, but it needs more clarity.

The Planning Commission made recommendations on [3/1/22](#) based on the TOD Developer's panel:

- Parking and design flexibility: Mixed views on reducing parking; support for flexibility in setbacks, open space, and added height with environmental considerations.
- TOD expansion: Interest in extending TOD standards downtown and increasing regulatory flexibility.
- Affordable housing and MFTE: Support for 25% affordability and MFTE.

On [3/13/23](#), the City Council adopted Ordinances 23-0574 and 23-0575, which:

- Incorporated TOD standards into underlying zoning districts
- Established the Urban Residential zoning designation, allowing increased height, density, and affordability.
- Required 25 percent affordable housing in new development

The Urban Residential zone was created as a result of an improved TOD zone. At that time, the Council adopted Interim Regulations for thirteen parcels adjacent to Swamp Creek near SR-522 and 80th Avenue NE to allow additional study of environmental conditions (see Figure 2).

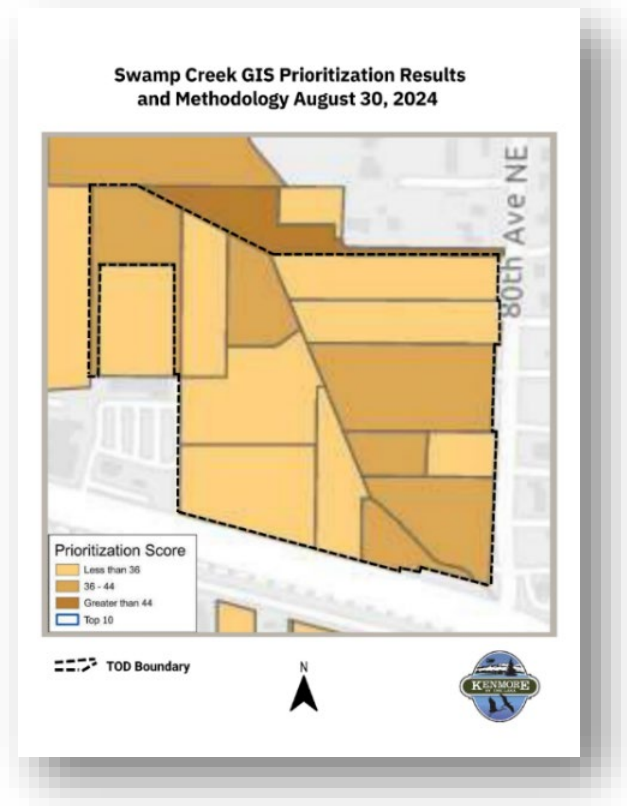
Figure 2. Aerial View of TOD Carve-out Area



The Swamp Creek Prioritization Study (2024) evaluated these parcels for restoration potential. Key findings include:

- No parcels ranked as high priority for preservation
- Six parcels identified as medium priority
- Seven parcels identified as low priority

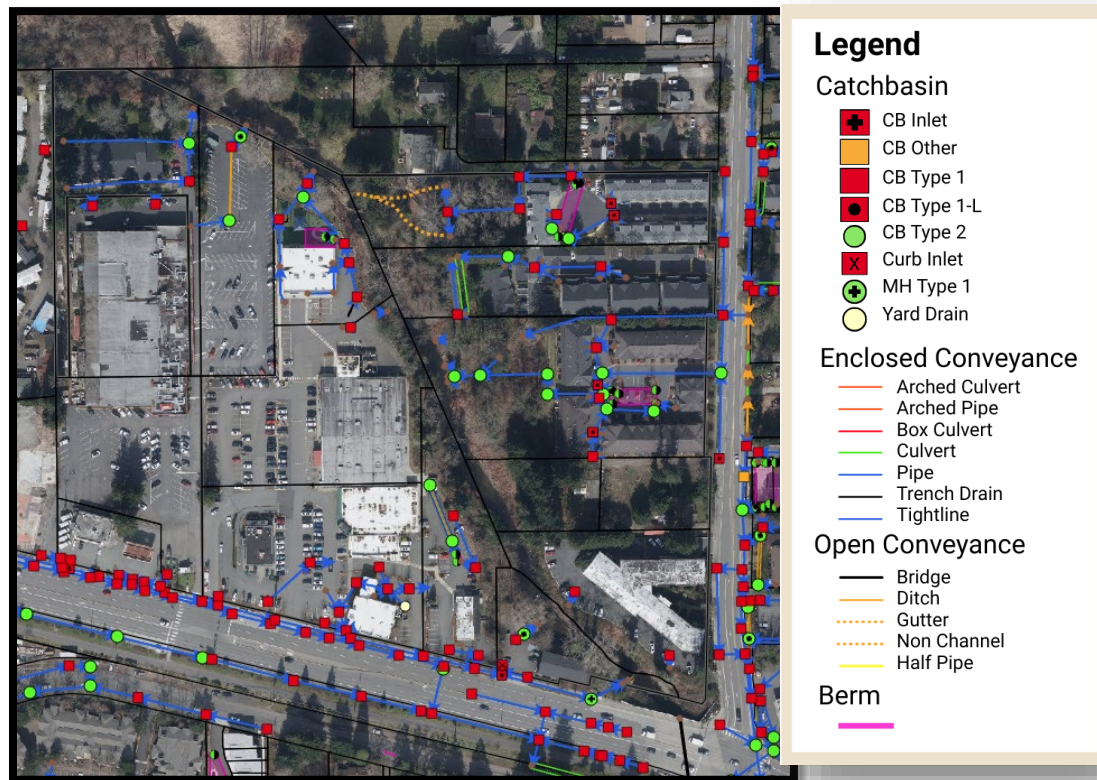
Figure 3. Swamp Creek – Osborn Study Results



Parcels within 200 feet of Swamp Creek are also subject to shoreline regulations adopted in 2019 and updated in 2020. Existing buffer requirements will remain in place until the Shoreline Master Program update in 2029.

Since much of the corridor is already developed with impervious surfaces, redevelopment presents an opportunity to increase housing capacity and improve ecological function.

Figure 4. Stormwater System in TOD parcels



The figure above illustrates the existing stormwater infrastructure within the TOD area. Since most of the commercial area on the west side of the Creek was developed before current stormwater regulations (with the exception of newer development, which was subject to newer stormwater regulations), several parcels lack stormwater collection and treatment systems. As a result, runoff from these properties can flow directly into Swamp Creek, carrying pollutants such as oil, grease, heavy metals, sediment, and other contaminants that degrade water quality and aquatic habitat.

Encouraging redevelopment within the TOD area presents an opportunity to improve these conditions. New development would be required to meet current stormwater management standards by incorporating stormwater detention systems or low-impact development (LID) and green infrastructure techniques, such as bioretention facilities, permeable pavement, rain gardens, and other systems designed to manage stormwater close to its source. These approaches can help to capture, infiltrate, and treat runoff before it reaches Swamp Creek. Over time, redevelopment can reduce the amount of untreated stormwater entering the stream, improving water quality and supporting the long-term health and ecological function of Swamp Creek.

Analysis

Staff evaluated the development potential of the 13 TOD parcels and developed a model to estimate housing units with various buffer options (see Appendix A for more information). Staff is recommending removing the TOD overlay zoning and replacing it with the underlying zones to maintain the 85-foot height limit, which can only be achieved if developers restore or enhance the shoreline buffer.

Staff is recommending a height limit of 85 feet instead of 65 feet because high density cannot be achieved otherwise. The maximum height can only be achieved if it is paired with ecological restoration. Developers will only be able to have increased height and develop more units if they restore or enhance the shoreline buffer. This recommendation supports housing affordability and prioritizes the restoration of Swamp Creek.

Table 5. Comparison of total housing units for parcels on the west side of Swamp Creek, development through UC East or TOD zoning regulations.

Parcels*	Maximum housing units with UC East (85' height)	Affordable housing units - UC East (25% affordability)	Maximum housing units with TOD (65' height)	Affordable housing units - TOD (10% affordability)	Difference in total housing units between UC East and TOD	Difference in affordable housing units between UC East and TOD
Bowling Alley Parking	140	35	105	11	35	24
Grocery Outlet	249	62	186	19	63	43
Key Bank, Starbucks	255	64	191	19	64	45
Kataliya**	60	15	60	6	0	9
Total units	704	176	542	55	162	121

*Kiddie Academy and Mister T's are unbuildable as multi-family dwellings because they would not be able to meet the minimum density requirements of 60 du/ac, but can remain as commercial uses.

**Multi-family dwelling could only be developed in the Kataliya parcel if the buffer is reestablished or enhanced because buffer enhancement provides a building setback reduction of five feet, which is necessary to meet the minimum du/ac requirement for that parcel. See Appendix A for more information.

Table 5 shows a comparison of total housing units for parcels on the west side of Swamp Creek if parcels were to develop with Urban Corridor East (UC East) zoning regulations compared to TOD regulations. This model assumes developers will max out the potential for housing development by building as many units as possible through multi-family housing. Multi-family housing is the only residential housing type allowed under TOD and UC East parcels. The model also assumes developers will attempt to build farther from the Creek to maximize height potential first, before building closer to the Creek.

If developers build multi-family housing in the TOD parcels under UC East zoning, 704 total housing units could be built, with 176 of those units being affordable. If developers choose to build under the TOD incentive overlay zoning, 542 total housing units could be built, with 55 of those units being affordable. Allowing the TOD zone to remain could result in a **loss of 162 potential housing units**, with **121 of those units being affordable**.

A loss of 162 potential housing units is approximately equivalent to:

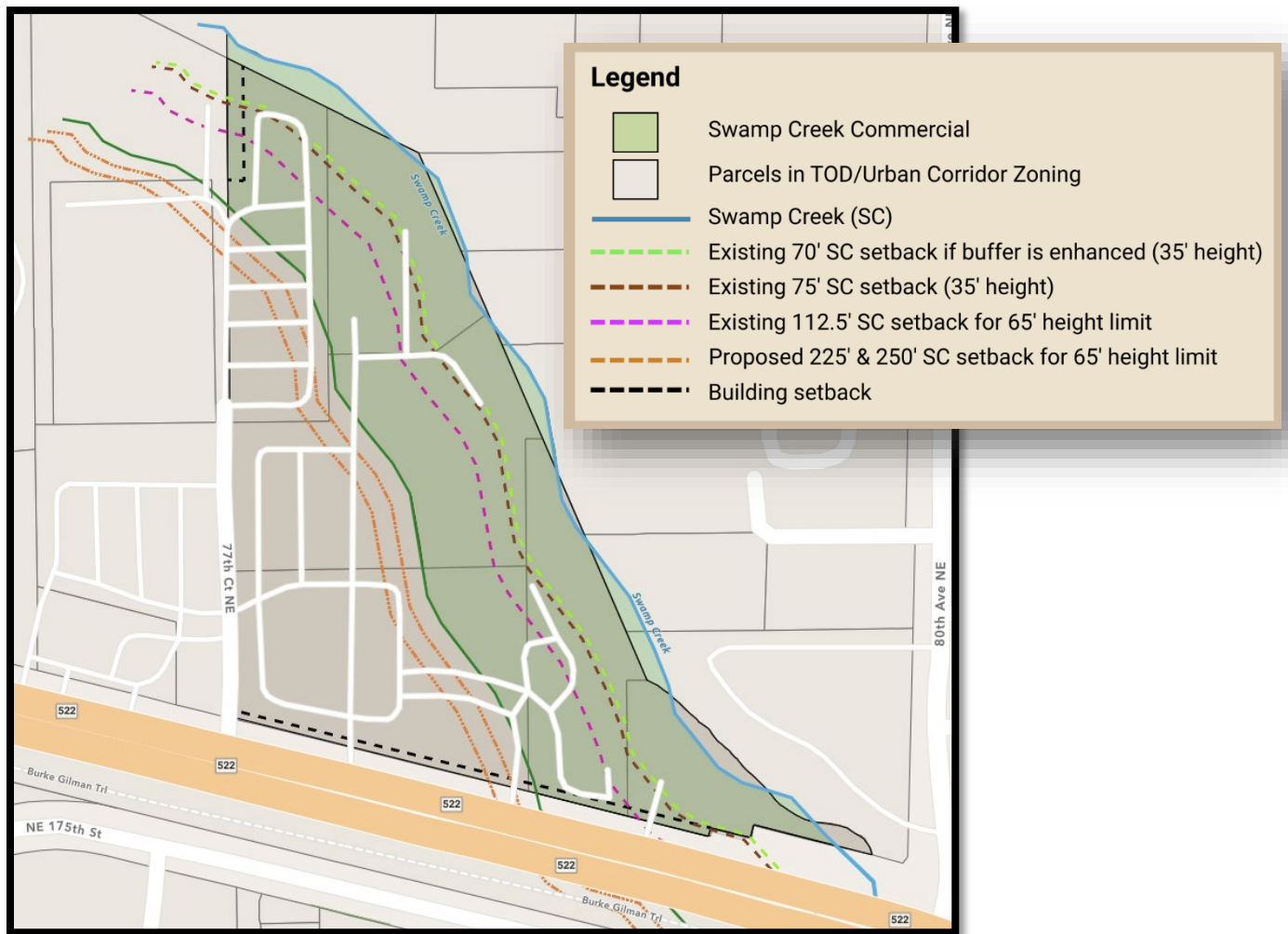
three Beachwood II buildings (53 units each)



or two Linq buildings (94 units each)



Figure 5. TOD Parcels – Commercial side, west side of Swamp Creek



The figure above shows the existing Swamp Creek setbacks, building setbacks, and proposed creek setbacks for TOD parcels on the commercial side (Figure 5). Housing units for Table 5 were calculated based on the setbacks shown in Figure 5. For more information on the methodology and calculations for housing units, please see Appendix A. The Swamp Creek setback lines represent the existing height limits based on the distance between the Creek and development.

Staff explored the possibility of expanding the Swamp Creek setback by 25 feet (with a 225' buffer) or 50 feet (with a 250' buffer) at the 65' height limit to determine the impact on housing units. Beyond the 225' or 250' buffer, the height limit would increase to 85'. See the table below for a summary:

Table 6. Comparison of Potential Housing Units with Different Setbacks.

Parking Lot Parcel	Units	Difference between 225' and 250' setback	Difference between current setback and whole parcel limited to 65' height
Current 70' setback	140	15 units	35 units
Current 75' setback	137		
225' setback for 65' height limit	141		
250' setback for 65' height limit	126		
Whole parcel at 65' height limit	105		
Grocery Outlet Parcel			
Current 70' setback	249	10 units	63 units
Current 75' setback	243		
225' setback for 65' height limit	240		
250' setback for 65' height limit	230		
Whole parcel at 65' height limit	186		
Key Bank Parcel			
Current 75' setback	255	0 units	191 units
225' setback for 65' height limit	255		
250' setback for 65' height limit	255		
Whole parcel at 65' height limit	191		
Total Difference		25 housing units	289 housing units

*Only three of the parcels on the commercial UC East side extend beyond the shoreline buffer, where a setback beyond 200' could apply.

There was not a significant difference in housing units when the setback is extended to 225' or 250' for a 65' height limit. There was a larger difference in housing units when the whole parcel is limited to 65' instead of an 85' height limit. Therefore, there is an increased ecological and development incentive to limit the parcel to 65', unless developers enhance or restore the buffer.

Staff recommends that parcels within 250 feet of Swamp Creek on the UC East side to be limited to 65 feet in height, unless developers enhance the Swamp Creek setback. This will allow developers a maximum height of 85 feet. Developers can enhance or restore the buffer through various methods, such as removing impervious surface area and/or planting native vegetation.

Recommendation: Staff recommends removing the TOD overlay zone to encourage the development of housing units, which will also improve stormwater and surface water drainage systems, improving the ecological restoration of Swamp Creek. Staff also recommends limiting UC East parcels within 250 feet of Swamp Creek to a 65-foot height limit, unless the buffer is enhanced, allowing an 85-foot maximum height.

Residential side of TOD

The differences in housing units and affordable housing units can be seen in the figure below. For more information on calculations, see Appendix A.

Table 7. Housing units in R-12, R-18, and R-24 compared with TOD and proposed Urban Residential zoning.

Parcels by developable area (sq. ft.)*	Maximum housing units with R-12, R-18, and R-24	Maximum housing units with TOD (65' height)	Affordable housing units - TOD (10% affordability)	Maximum housing units with Urban Residential (85' height)	Affordable housing units - Urban Residential (25% affordability)
6,699	16	16	2	22	5
35,935	28	88	9	117	29
35,480	27	87	9	115	29
55,372	42	135	14	180	45
7,513	18	18	2	24	6
Total units	131	344	36	458	114

*Two parcels were excluded from the analysis. 258 sq. ft. parcel is unbuildable, and Beachwood II is currently being built.

Staff recommends rezoning the TOD residential parcels to Urban Residential to have more housing units and affordable housing. **Compared to the underlying R-12/R-18/R-24 zoning, TOD adds 213 more potential housing units, and Urban Residential adds 327 more potential housing units than the underlying zone.** Additionally, TOD and Urban Residential zoning have affordable housing requirements, whereas the underlying residential zoning does not.

Recommendation: Staff recommends rezoning residential parcels to Urban Residential to encourage the development of housing units and affordable housing. Parcels within 250 feet of Swamp Creek will be limited to 65 feet, unless the buffer is enhanced, allowing an 85-foot maximum height.

Table 8. Pros and Cons of Converting R-12, R-18, and R-24 parcels to Urban Residential zoning

Pros	Cons
Allows for reduced setbacks on 80 th Ave, encouraging building away from Swamp Creek	Facades may look more urban than suburban
Supports affordable housing through affordability requirements, higher density, and height (e.g., Beachwood II)	May increase development costs through 25% affordability requirement for housing units
Mixed-use potential with restaurants, offices, and housing	May increase vehicle and pedestrian traffic, but infrastructure improvements (drainage, sidewalks) will help

Figure 6. TOD Housing Units

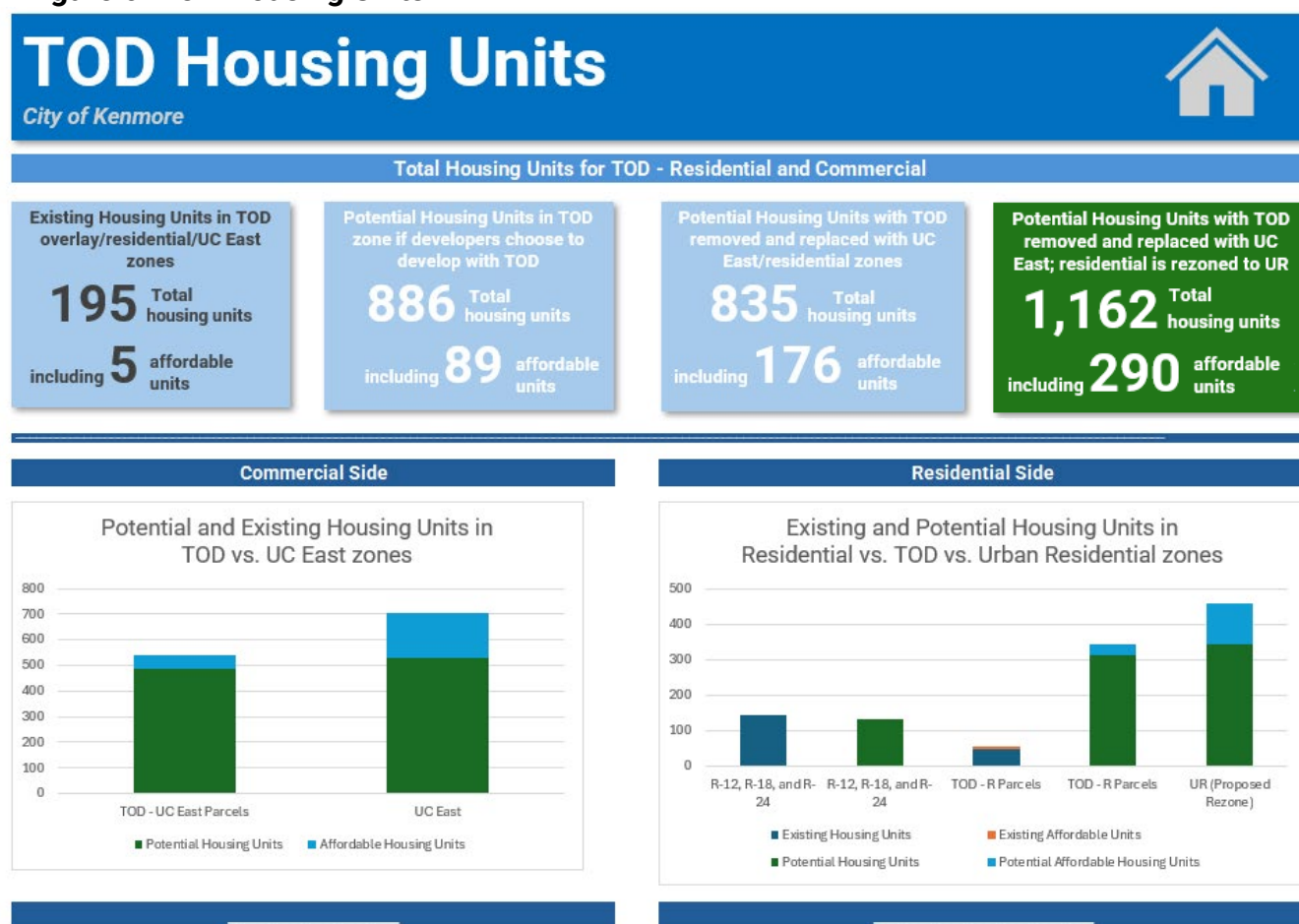


Figure 6 outlines the total number of existing and potential housing units in the TOD zone. The TOD zone currently has 195 total housing units, including 5 proposed affordable units. If every parcel developed under the TOD zone, there could be 886 potential housing units, including 89 affordable units. If the TOD zone was removed and every parcel developed under its underlying zoning (UC East and residential zones), there could be 835 total housing units, including 176 affordable units. If the TOD zone was removed and replaced with UC East for commercial parcels and the residential parcels were rezoned to Urban Residential, the housing capacity would increase to 1,162 total housing units, including 290 affordable units. Housing units are

maximized by increasing height limits from 65' to 85' under UC East and Urban Residential zones, which can only be achieved by improving the shoreline buffer and, therefore, improving ecological conditions for Swamp Creek.

Height Differential

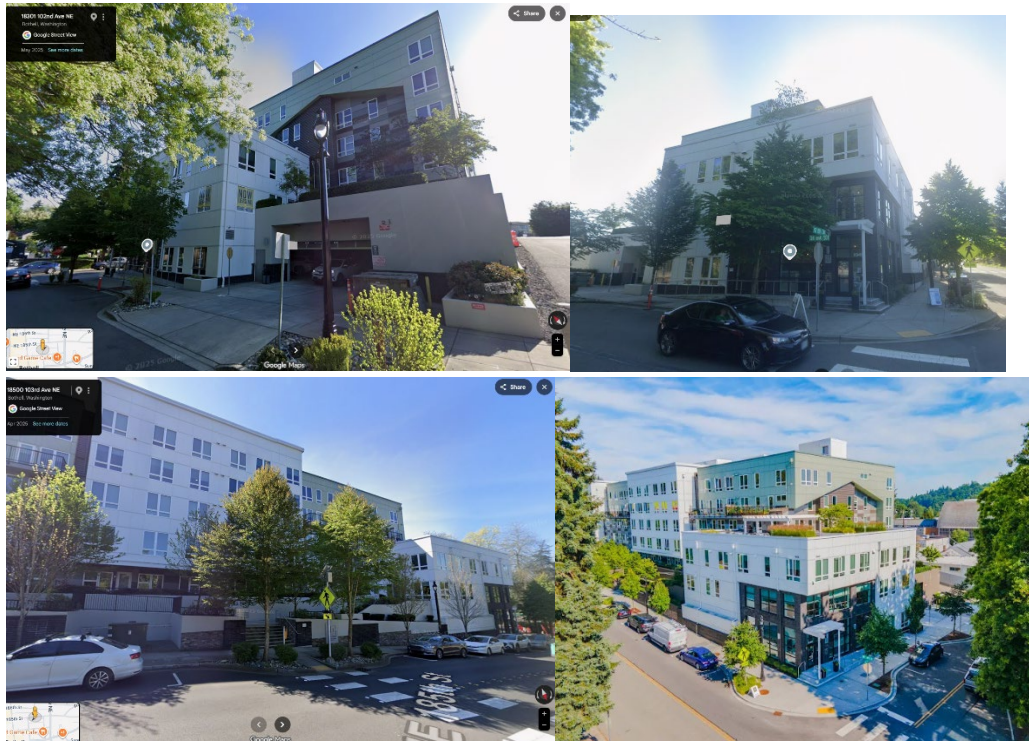
The diagram below conveys building height at different levels, 3, 6, and 8-stories, to represent various heights from 35 feet, 65 feet, and 85 feet, respectively.

Canva

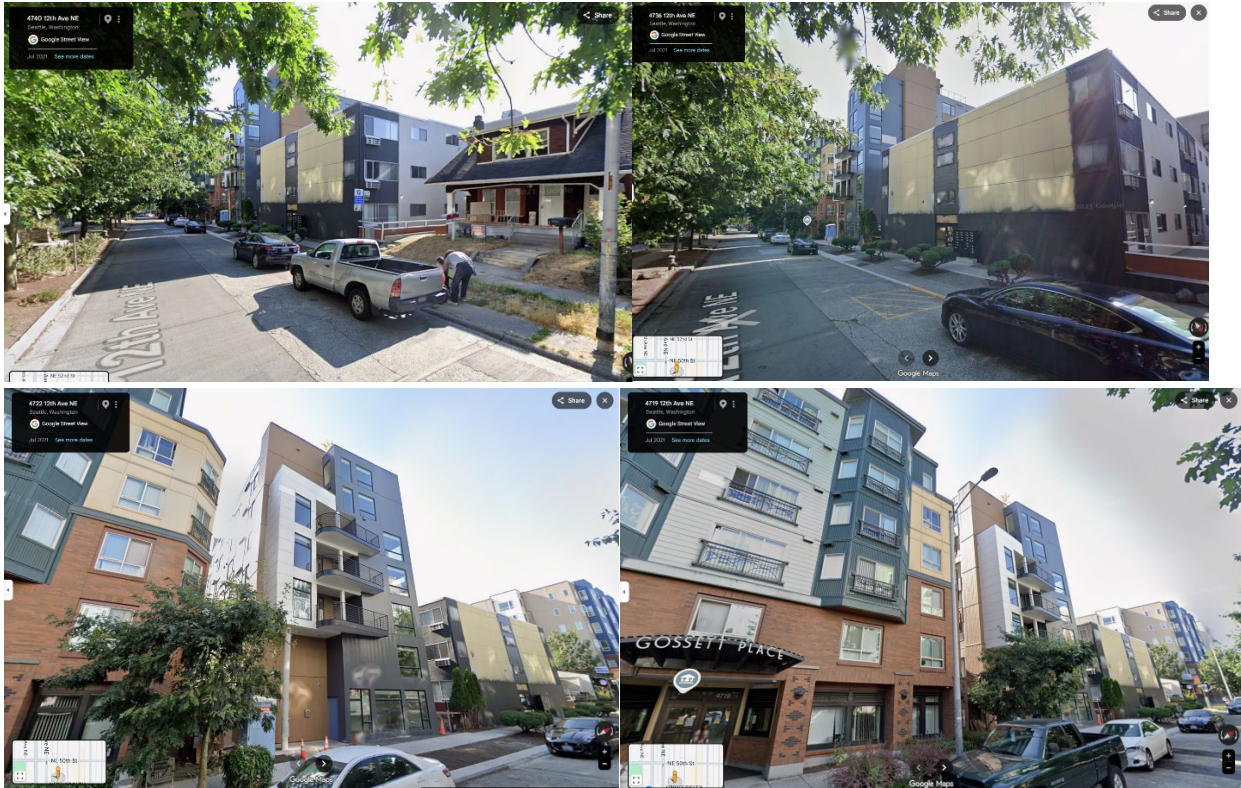


Real-life examples of height differentials

Edition Apartments, 102nd AVE and NE 185th Street, Bothell



3-story building next to a 2-story and 7-story building in 12th Ave NE, Seattle



Appendix A

TOD Model

To examine existing and potential housing units in the TOD area, a model was created using existing setbacks and proposed setbacks if height was reduced from 85' (UC East) to 65' (TOD).

First, staff looked at the buildable area in square footage and number of units for the Linq, Spencer 68, Flyway, and Beachwood II (proposed building in the TOD area). Beachwood II was used as an example because it follows TOD guidelines, so it would most closely resemble future multi-family development in the area. Beachwood II has 53 total proposed units, including studios, 1-bedroom, and 2-bedroom, ranging from 430-1,075 sq. ft.

	Linq 	Spencer 68 	Flyway 	Beachwood II 
Lot size	47,846 sq. ft.	79,279 sq. ft. for Building E & 3 other buildings	38,768.4 sq. ft.	21,600 sq. ft.
Building area (sq. ft.)	Ground floor is 20,000 sq. ft., approximate building footprint (about 42% of the site area)	Building E: 46,498 sq. ft.	36,132 sq. ft.	Level 2 is 10,854 sq. ft. as an approximate building footprint (about 50% of the site area)
Height	Average: 69'1", highest is peak (Evergreen Health corner) at 76'10"	Building E: 64'10"	53' 5 15/64"	64'11"
Number of units	94 units	48 units	27 units	53 units
Number/percentage of affordable units	None	56 affordable units in total for the complex	None	5 units (50-70% AMI)
Residential or mixed-use	Multi-family w/ Associated Office & Parking Garage	Multi-family with parking garage	Mixed-use: apartment, parking, and retail	Multi-family with parking garage

The model makes the following assumptions:

1. TOD parcels will be redeveloped in the future.
2. Developers will build multi-family housing on TOD parcels.
3. Developers will build the maximum number of housing units possible.
4. Developers will build units ranging from 430-1,075 sq. ft., with a similar spread to Beachwood II.
5. Other development and zoning regulations will remain the same (including the Swamp Creek setback).
6. There are no other topographical or development challenges (e.g., soil, infrastructure, utilities).
7. The map measurements are approximate to an on-the-ground survey.
8. Developable area is comprised of the total area where development (buildings, parking) can occur based on the parcel area, Swamp Creek setbacks, building setbacks, and the maximum height allowed from the Swamp Creek Commercial shoreline buffer, Urban Corridor East zone, and TOD zone.
9. Assuming the building footprint will take up approximately 50% of the developable area, and other parts of the site can be utilized for landscaping, utilities, and parking, as well as assuming developers will build more units with greater height first.
10. Based on Beachwood II's building height of 65 feet, building footprint of 10,854 sq. ft., and 53 total units, each building unit consists of approximately 205 sq. ft. of building footprint area (10,854 sq. ft. divided by 53 units). Assuming 418 sq. ft. of building footprint per unit for 35' height, 205 sq. ft. per unit for 65' height, and 154 sq. ft. per unit for 85' height.
 - a. $65 \text{ ft} \div 10 \text{ ft per floor} = 6 \text{ floors}$
 - b. $53 \text{ units} \div 6 \text{ floors} = 8.83 \text{ units per floor}$
 - c. $35 \text{ ft} \div 10 \text{ ft per floor} = 3 \text{ floors}$
 - d. $8.83 \text{ units} \times 3 \text{ floors} = 26 \text{ total units for a 3-story building}$
 - e. $10,854 \text{ sq. ft.} \div 26 \text{ units} = 418 \text{ sq. ft. of building footprint per unit}$
 - f. (same process as above to determine 154 sq. ft. per unit for 85' height)

Limitations of model:

1. This is a high-level conceptual model, which uses GIS to measure parcels and setbacks. The model provides approximate estimates but may not reflect real world, on the ground data (surveys are done at the time of development to measure distances between Swamp Creek to determine the building setback, as well as exact parcel measurements, which could affect the number of housing units that could be built).
2. There is high variability with development, where developers can choose the number of units and unit sizes, as well as the layout of how a site will look. A developer may build on a larger portion of the developable area or a smaller one, and can include mixed-use

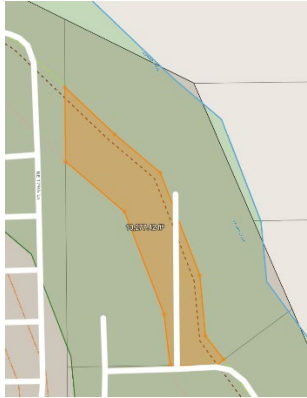
buildings with commercial on the ground floor, affecting the number of housing units that would be built.

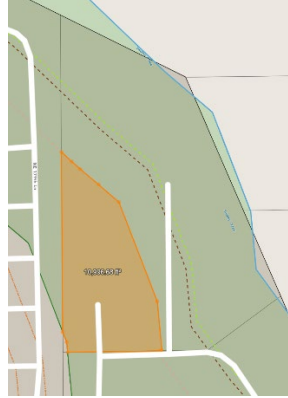
3. Shoreline requirements may change in a couple of years with the new state shoreline requirements.

Red text – multi-family is unbuildable per code based on density requirements

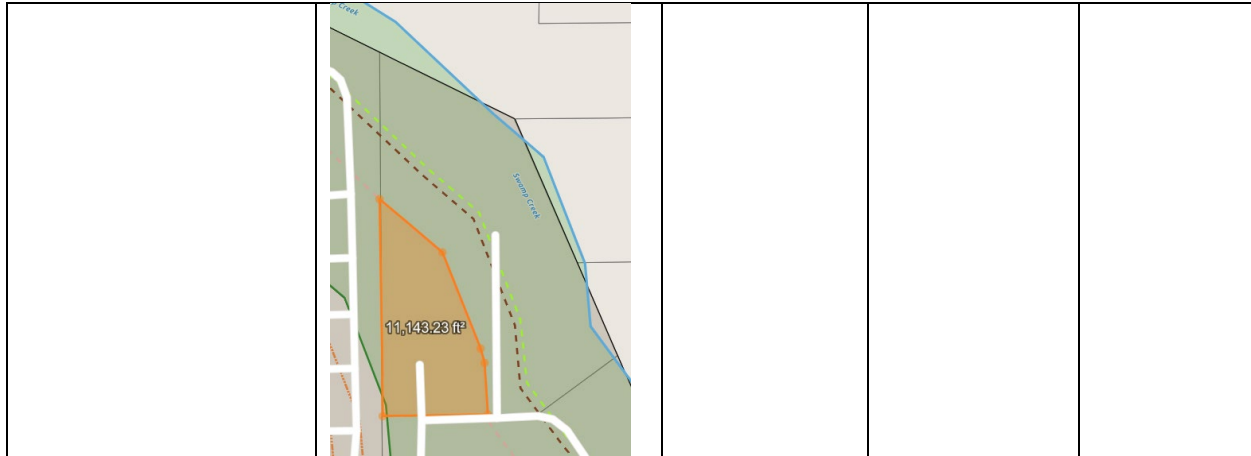
Kiddie Academy Parcel: 0.96 acres or 41,817.6 sq. ft.

- Would have to provide a minimum of 58 units of multi-family housing based on the minimum density requirements of 60 du/ac in UC East and TOD zoning (0.96 acres * 60 du/ac = 58 units)
- Could provide up to 144 housing units at a maximum (0.96 acres * 150 du/ac = 144 units)
- Maximum height of 35 feet and 65 feet in the shoreline buffer, maximum height of 65 feet (TOD) or 85 feet (Urban Corridor East) outside of the buffer

Existing and Proposed Scenarios	Developable Area Diagrams	Developable Area*	Building Footprint Area**	Estimated Housing Units***
A) Current 70' development setback w/restored or enhanced buffer	Developable area at 35' height: 10,277 sq. ft.  Developable area at 65' height: 10,997 sq. ft.	Total developable area: 21,324 sq. ft.	Approximate building footprint: 10,662 sq. ft. Total building footprint for units at 65' height: 10,662 sq. ft. (10,662 sq. ft. divided by 205 sq. ft.) = 52 units	52 total units

	 Developable area at 85' height: 50 sq. ft. 			
B) Current 75' development setback	Developable area at 35' height: 8,484 sq. ft.  Developable area at 65' height: 10,997 sq. ft.	Total developable area: 19,531 sq. ft.	Approximate building footprint: 9,766 sq. ft. Total building footprint for units at 65' height: 9,766 sq. ft. (9,766 sq. ft. divided by 205 sq. ft.) = 48 units	48 units

	 Developable area at 85' height: 50 sq. ft. 			
C) Whole parcel at 65' height	Developable area at 35' height: 8,484 sq. ft.  Developable area at 65' height: 11,143 sq. ft.	Total developable area: 19,627 sq. ft.	Approximate building footprint: 9,814 sq. ft. Total building footprint for units at 65' height: 9,814 sq. ft. (9,814 sq. ft. divided by 205 sq. ft.) = 48 units	48 units



Since Urban Corridor zoning and TOD zoning require a minimum density of 60 dwelling units per acre, multi-family is unbuildable because the parcel would need to provide 58 housing units at a minimum. The parcel currently allows the development of commercial uses, but would not allow housing to be developed based on the parcel size, unless if the parcel were to be combined with other parcels. To allow housing in this parcel, the minimum density would have to decrease or the zone would have to allow for other Middle Housing types that are lower density.

Parking lot near bowling alley, northern parcel: 1.14 acres or 49,658.4 sq. ft.

- Would have to provide 68 units of housing at a minimum (1.14 acres * 60 du/ac)
- Could provide up to 171 units of housing at a maximum (1.14 acres * 150 du/ac)
- Maximum height of 35 feet and 65 feet in the shoreline buffer, maximum height of 65 feet (TOD) or 85 feet (Urban Corridor East) outside of the buffer

Existing and Proposed Scenarios	Developable Area Diagrams	Developable Area	Building Footprint Area	Estimated Housing Units
A) Current 70' development setback w/restored or enhanced buffer	Developable area at 35' height: 5,860 sq. ft.	Total developable area: 43,202 sq. ft.	Approximate building footprint (43,202 sq. ft. x 0.50 of site area): 21,601 sq. ft. Total building footprint for units at 85' height: 21,601 sq. ft.	140 units

	 Developable area at 65' height: 12,935 sq. ft.  Developable area at 85' height: 24,407 sq. ft.		(21,601 sq. ft. divided by 154 sq. ft.) = 140 units	
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B) Current 75' development setback	Developable area at 35' height: 5,006 sq. ft.  Developable area at 65' height: 12,935 sq. ft.  Developable area at 85' height: 24,407 sq. ft.	Total developable area: 42,348 sq. ft.	Approximate building footprint: 21,174 sq. ft. Total building footprint for units at 85' height: 21,174 sq. ft. (21,174 sq. ft. divided by 154 sq. ft.) = 137 units	137 units
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C) Proposed 225' setback based on enhanced shoreline buffer (assuming enhanced 70' shoreline setback for 35' height limit)	Developable area at 35' height: 5,860 sq. ft.  Developable area at 65' height: 19,109 sq. ft.	Total developable area: 43,367 sq. ft.	Approximate building footprint: 21,684 sq. ft. Total building footprint for units at 85' height: 21,684 sq. ft. (21,684 sq. ft. divided by 154 sq. ft.) = 141 units	141 units

	 Developable area at 85' height: 18,398 sq. ft. 			
D) Proposed 250' setback based on enhanced shoreline buffer (assuming enhanced 70' shoreline setback for 35' height limit)	Developable area at 35' height: 5,860 sq. ft.	Total developable area: 43,552 sq. ft.	Approximate building footprint: 21,776 sq. ft. Total building footprint for units at 85' height: 12,498 sq. ft. (12,498 sq. ft. divided by 154 sq. ft.) = 81 units	126 units

	 Developable area at 65' height: 25,194 sq. ft.  Developable area at 85' height: 12,498 sq. ft.		Total building footprint for units at 65' height: 21,776 sq. ft. – 12,498 sq. ft. = 9,278 sq. ft. (9,278 sq. ft. divided by 205 sq. ft.) = 45 units	
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E) Whole parcel at 65' height	Developable area at 35' height: 5,860 sq. ft.  Developable area at 65' height: 37,380 sq. ft.	Total developable area: 43,240 sq. ft.	Approximate building footprint: 21,620 sq. ft. Total building footprint for units at 65' height: 21,620 sq. ft. (21,620 sq. ft. divided by 205 sq. ft.) = 105 units	105 units

				
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Grocery Outlet, middle parcel: 1.99 acres or 86,684.4 sq. ft.

- Would have to provide 119 units of housing at a minimum (1.99 acres * 60 du/ac)
- Could provide 299 units of housing at a maximum (1.99 acres * 150 du/ac)
- Maximum height of 35 feet and 65 feet in the shoreline buffer, maximum height of 65 feet (TOD) or 85 feet (Urban Corridor East) outside of the buffer

Existing and Proposed Scenarios	Developable Area Diagrams	Developable Area	Building Footprint Area	Estimated Housing Units
A) Current 70' development setback w/restored or enhanced buffer	Developable area at 35' height: 11,877 sq. ft.  Developable area at 65' height: 25,249 sq. ft. 	Total developable area: 76,598 sq. ft.	Approximate building footprint: 38,299 sq. ft. Total building footprint for units at 85' height: 38,299 sq. ft. (38,299 sq. ft. divided by 154 sq. ft.) = 249 units	249 units

	Developable area at 85' height: 39,472 sq. ft. 			
B) Current 75' development setback	Developable area at 35' height: 10,043 sq. ft.  Developable area at 65' height: 25,249 sq. ft.  Developable area at 85' height: 39,472 sq. ft. 	Total developable area: 74,764 sq. ft.	Approximate building footprint: 37,382 sq. ft. Total building footprint for units at 85' height: 37,382 sq. ft. (37,382 sq. ft. divided by 154 sq. ft.) = 243 units	243 units
C) Proposed 225' setback based on enhanced shoreline buffer (assuming enhanced 70' shoreline setback for	Developable area at 35' height: 11,877 sq. ft. 	Total developable area: 76,399 sq. ft.	Approximate building footprint: 38,200 sq. ft. Total building footprint for units at 85' height: 33,335 sq. ft.	240 units

35' height limit)	Developable area at 65' height: 31,187 sq. ft.  Developable area at 85' height: 33,335 sq. ft. 		(33,335 sq. ft. divided by 154 sq. ft.) = 216 units Total building footprint for units at 65' height: 38,200 sq. ft. - 33,335 sq. ft. = 4,865 sq. ft. (4,865 sq. ft. divided by 205 sq. ft.) = 24 units	
D) Proposed 250' setback based on enhanced shoreline buffer (assuming enhanced 70' shoreline setback for 35' height limit)	Developable area at 35' height: 11,877 sq. ft.  Developable area at 65' height: 36,331 sq. ft.  Developable area at 85' height: 27,928 sq. ft. 	Total developable area: 76,136 sq. ft.	Approximate building footprint: 38,068 sq. ft. Total building footprint for units at 85' height: 27,928 sq. ft. (27,928 sq. ft. divided by 154 sq. ft.) = 181 units Total building footprint for units at 65' height: 38,068 sq. ft. - 27,928 sq. ft. = 10,140 sq. ft. (10,140 sq. ft. divided by 205 sq. ft.) = 49 units	230 units

E) Whole parcel at 65'	Developable area at 35' height: 11,877 sq. ft.  Developable area at 65' height: 64,484 sq. ft. 	Total developable area: 76,361 sq. ft.	Approximate building footprint: 38,181 sq. ft. Total building footprint for units at 65' height: 38,181 sq. ft. (38,181 sq. ft. divided by 205 sq. ft.) = 186 units	186 units
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Key Bank, Dollar Tree, and Starbucks parcel: 1.89 acres or 82,328.4 sq. ft.

- Would have to provide 113 units of housing at a minimum (1.89 acres * 60 du/ac)
- Could provide 284 units of housing at a maximum (1.89 acres * 150 du/ac)
- Maximum height of 35 feet and 65 feet in the shoreline buffer, maximum height of 65 feet (TOD) or 85 feet (Urban Corridor East) outside of the buffer

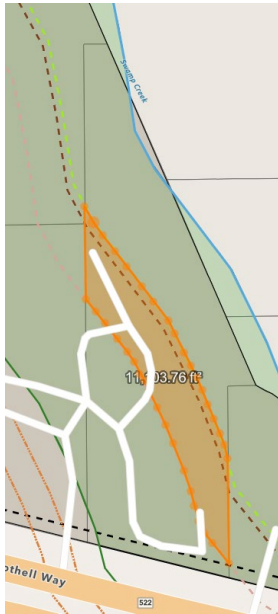
Existing and Proposed Scenarios	Developable Area Diagrams	Developable Area	Building Footprint Area	Estimated Housing Units
A) Current 75' development setback (70' development setback if buffer is enhanced/restored; does not apply as parcel is beyond 75' setback)	Developable area at 35' height: 1,433 sq. ft.  Developable area at 65' height: 14,694 sq. ft.	Total developable area: 78,440 sq. ft.	Approximate building footprint: 39,220 sq. ft. Total building footprint for units at 85' height: 39,220 sq. ft. (39,220 sq. ft. divided by 154 sq. ft.) = 255 units	255 units

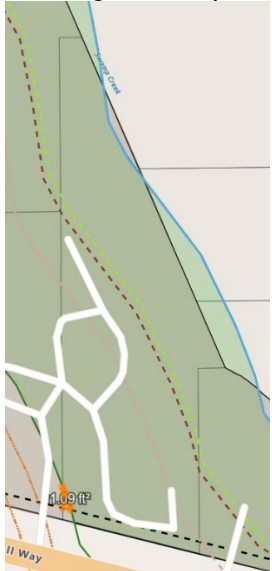
	 Developable area at 85' height: 62,313 sq. ft. 			
B) Proposed 225' setback based on enhanced shoreline buffer (assuming enhanced 70' shoreline setback for 35' height limit)	Developable area at 35' height: 1,433 sq. ft.  Developable area at 65' height: 22,076 sq. ft.  Developable area at 85' height: 54,930 sq. ft. 	Total developable area: 78,439 sq. ft.	Approximate building footprint: 39,220 sq. ft. Total building footprint for units at 85' height: 39,220 sq. ft. (39,220 sq. ft. divided by 154 sq. ft.) = 255 units	255 units
C) Proposed 250' setback based on enhanced	Developable area at 35' height: 1,433 sq. ft.	Total developable area: 78,466 sq. ft.	Approximate building footprint: 39,233 sq. ft.	255 units

shoreline buffer (assuming enhanced 70' shoreline setback for 35' height limit)	 Developable area at 65' height: 29,328 sq. ft.  Developable area at 85' height: 47,705 sq. ft. 		Total building footprint for units at 85' height: 39,220 sq. ft. (39,220 sq. ft. divided by 154 sq. ft.) = 255 units	
D) Whole parcel at 65' height	Developable area at 35' height: 1,433 sq. ft.  Developable area at 65' height: 76,973 sq. ft. 	Total developable area: 78,406 sq. ft.	Approximate building footprint: 39,203 sq. ft. Total building footprint for units at 65' height: 39,203 sq. ft. (39,203 sq. ft. divided by 205 sq. ft.) = 191 units	191 units

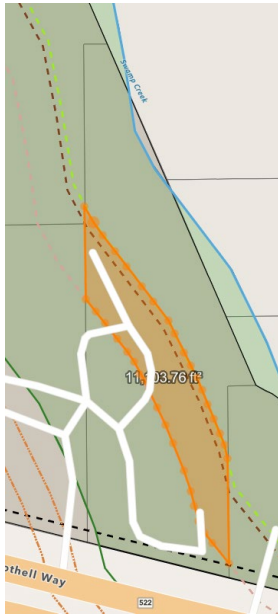
Kataliya parcel: 0.97 acres or 42,253.2 sq. ft.

- Would have to provide 58 units of housing at a minimum (0.97 acres * 60 du/ac)
- Could provide 146 units of housing at a maximum (0.97 acres * 150 du/ac)
- Maximum height of 35 feet and 65 feet in the shoreline buffer, maximum height of 65 feet (TOD) or 85 feet (Urban Corridor East) outside of the buffer

Existing and Proposed Scenarios	Developable Area Diagrams	Developable Area	Building Footprint Area	Estimated Housing Units
A) Current 70' development setback w/restored or enhanced buffer	Developable area at 35' height: 11,104 sq. ft.  Developable area at 65' height: 13,217 sq. ft.	Total developable area: 24,402 sq. ft.	Approximate building footprint: 12,201 sq. ft. Total building footprint for units at 65' height: 12,201 sq. ft. (12,201 sq. ft. divided by 205 sq. ft.) = 60 units	60 units

	 Developable area at 85' height: 81 sq. ft. 			
B) Current 75' development setback	Developable area at 35' height: 9,363 sq. ft.	Total developable area: 22,661 sq. ft.	Approximate building footprint: 11,331 sq. ft. Total building footprint for units at 65' height:	55 units

	 Developable area at 65' height: 13,217 sq. ft.  Developable area at 85' height: 81 sq. ft.		11,331 sq. ft. (11,331 sq. ft. divided by 205 sq. ft.) = 55 units	
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C) Whole parcel at 65' height	Developable area at 35' height: 11,104 sq. ft.  Developable area at 65' height: 13,308 sq. ft.	Total developable area: 24,412 sq. ft.	Approximate building footprint: 12,206 sq. ft. Total building footprint for units at 65' height: 12,206 sq. ft. (12,206 sq. ft. divided by 205 sq. ft.) = 60 units	60 units



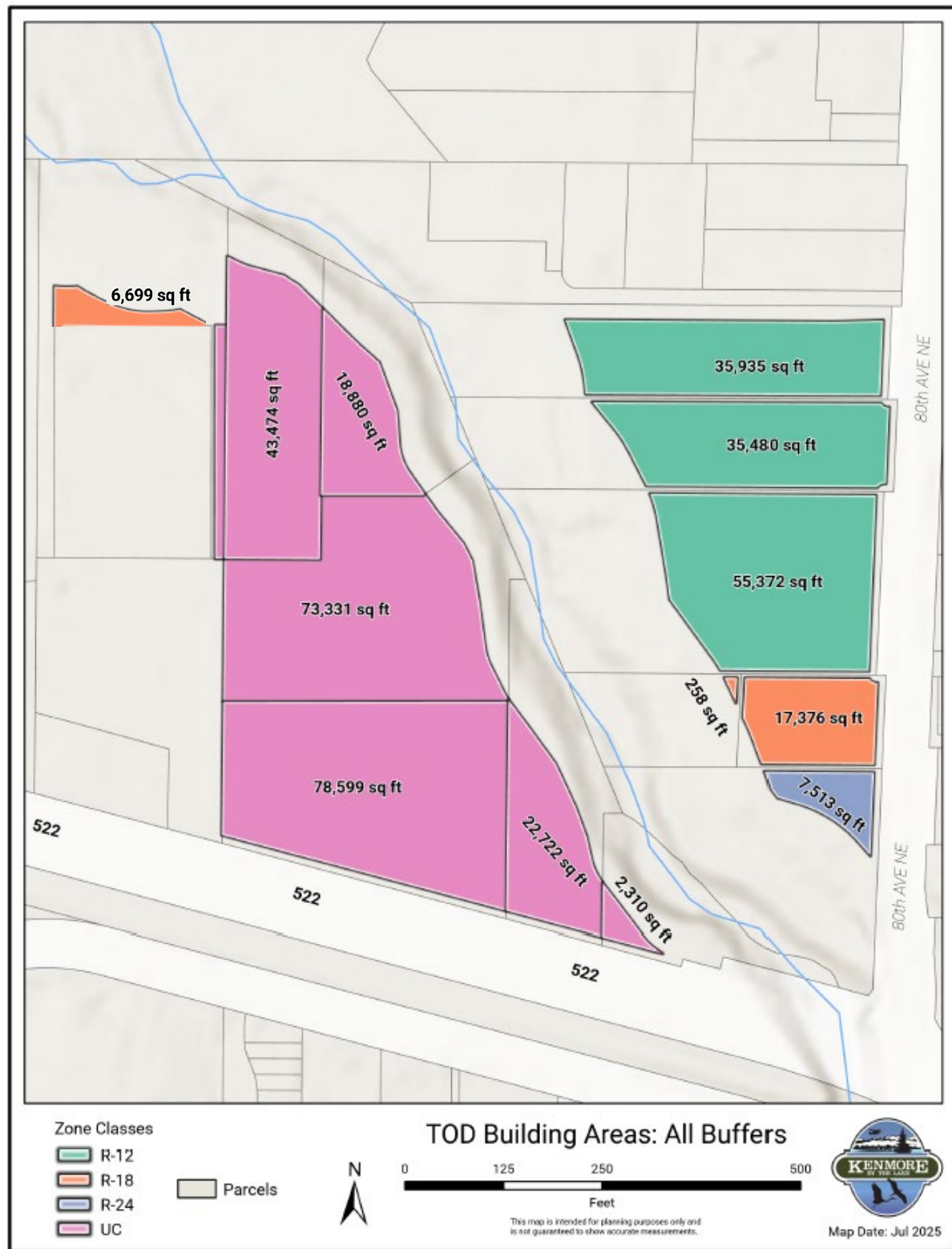
Mister T's parcel: 0.57 acres or 24,829.2 sq. ft.

- Would have to provide 34 units of housing at a minimum (0.57 acres * 60 du/ac)
- Could provide 86 units of housing at a maximum (0.57 acres * 150 du/ac)
- Maximum height of 35 feet and 65 feet in the shoreline buffer, maximum height of 65 feet (TOD) or 85 feet (Urban Corridor East) outside of the buffer

Existing and Proposed Scenarios	Developable Area Diagrams	Developable Area	Building Footprint Area	Estimated Housing Units
A) Current 70' development setback w/restored or enhanced buffer	Developable area at 35' height: 3,200 sq. ft. 	Total developable area: 3,200 sq. ft.	Approximate building footprint: 3,200 sq. ft. Total building footprint for units at 35' height: 3,200 sq. ft. (3,200 sq. ft. divided by 418 sq. ft.) = 8 units	8 units
B) Current 75' development setback	Developable area at 35' height: 2,077 sq. ft. 	Total developable area: 2,077 sq. ft.	Approximate building footprint: 2,077 sq. ft.	5 units

			Total building footprint for units at 35' height: 2,077 sq. ft. (2,077 sq. ft. divided by 418 sq. ft.) = 5 units	
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TOD Parcels Developable Area



Residential Unit Analysis, comparing residential zones to TOD and Urban Residential

Zone	Parcels by size (sq. ft.)	Maximum density (60' height, max. density of 18 du/ac for R-12, 27 du/ac for R-18, and 36 du/ac for R-24)**	Maximum units allowed based on density	Feasible units allowed based on developable area and height	Actual units (lower unit count based on feasibility and density)
R-18	1.32	27	36	16	16
R-12	1.56	18	28	88	28
R-12	1.48	18	27	87	27
R-12	2.32	18	42	135	42
R-24	1.38	36	50	18	18
Total units					131

Zone	Parcels by developable area (sq. ft.)*	Building Footprint Area in sq. ft. (65' height)	Max. housing units with TOD (65' height)	Affordable housing units - TOD (10% affordability)	Max. housing units with Residential (60' height)**	Difference in total housing units between TOD and Residential zones	Difference in affordable housing units between TOD and Residential zones
R-18	6,699	3350	16	2	16	0	2
R-12	35,935	17968	88	9	28	60	9
R-12	35,480	17740	87	9	27	60	9
R-12	55,372	27686	135	14	42	93	14
R-24	7,513	3757	18	2	18	0	2
Total units			344	36	131	213	36

*Two parcels were excluded from the analysis. 258 sq. ft. parcel is unbuildable, and Beachwood II is currently being built.

**Affordable Housing is not required in R-12, R-18, and R-24. There is a maximum density of 18 du/ac for R-12, 27 du/ac for R-18, and 36 du/ac for R-24.

Zone	Parcels by developable area (sq. ft.)*	Building Footprint Area in sq. ft. (65' height)	Max. housing units with TOD (65' height)	Affordable housing units - TOD (10% affordability)	Max. housing units - Urban Residential (85' height)	Affordable housing units - Urban Residential (25% affordability)	Difference in total housing units between TOD and UR zones	Difference in affordable housing units between TOD and UR zones
R-18	6,699	3350	16	2	22	5	6	3
R-12	35,935	17968	88	9	117	29	29	20
R-12	35,480	17740	87	9	115	29	28	20
R-12	55,372	27686	135	14	180	45	45	31
R-24	7,513	3757	18	2	24	6	6	4
Total units			344	36	458	114	114	78

*Two parcels were excluded from the analysis. 258 sq. ft. parcel is unbuildable, and Beachwood II is currently being built.

CITY OF KENMORE

City Council Meeting

Zoning Regulation Amendments for Parcels Adjacent to Swamp Creek

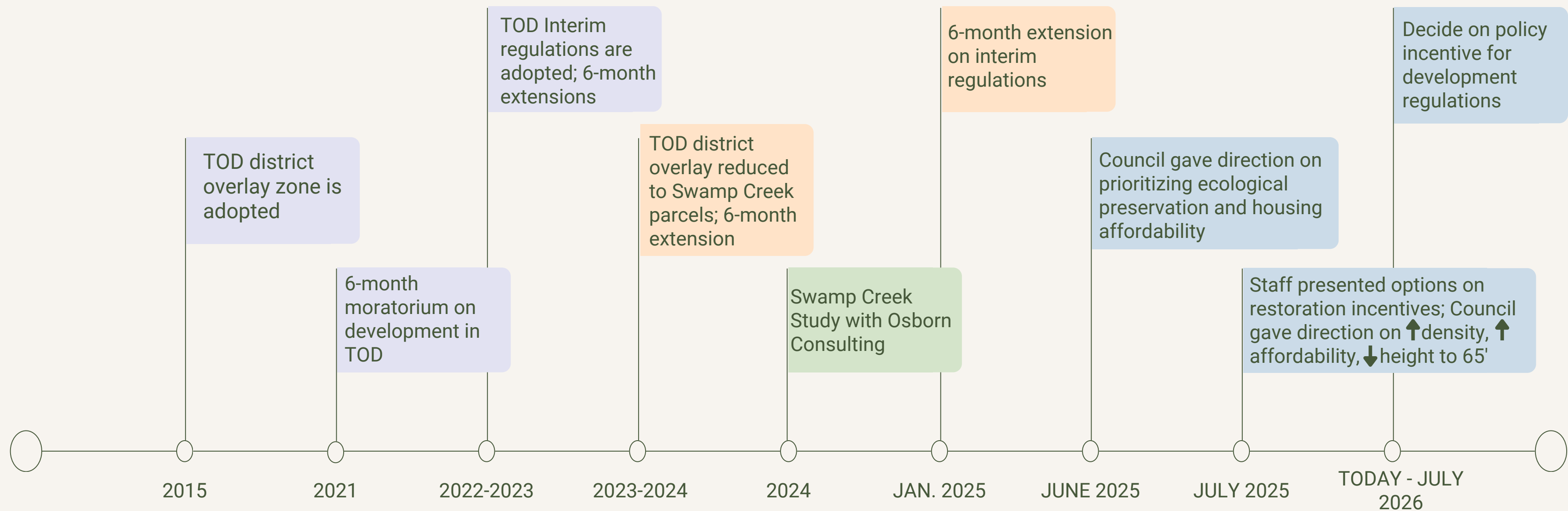
Near SR522/80th Ave NE

Where Interim Regulations Currently Apply

July 27, 2026



Transit-Oriented Development (TOD) History



LEGEND:

Development Regulations

6-month Extension on Interim Regulations

Swamp Creek - Environmental Preservation

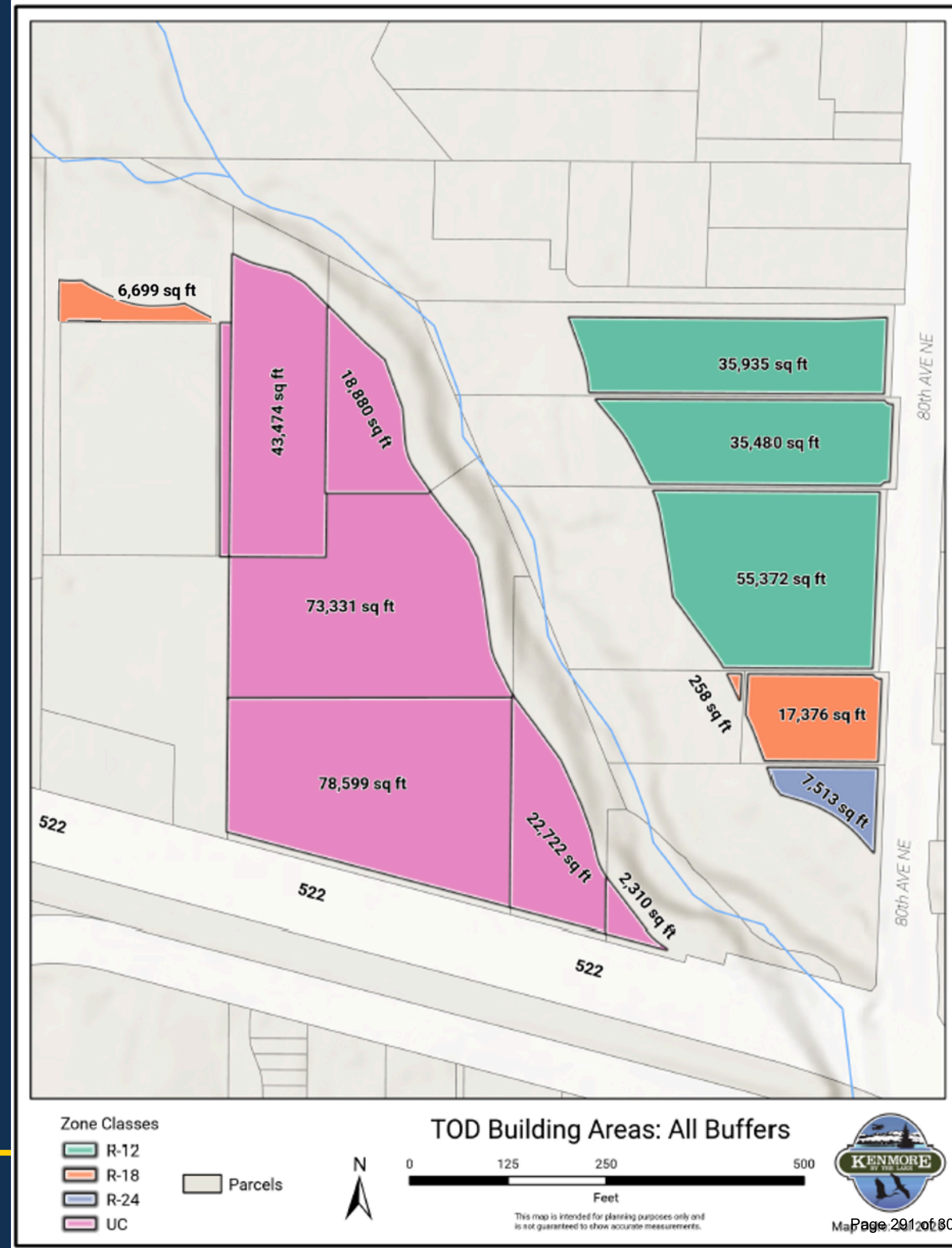
Evaluating TOD Regulations with Swamp Creek Preservation

Challenges

- **Development:** Swamp Creek has large buffer areas that make development difficult
- **Pedestrian connectivity:** Swamp Creek makes it harder to connect residential and commercial areas

Only 50% of the TOD zone is developable

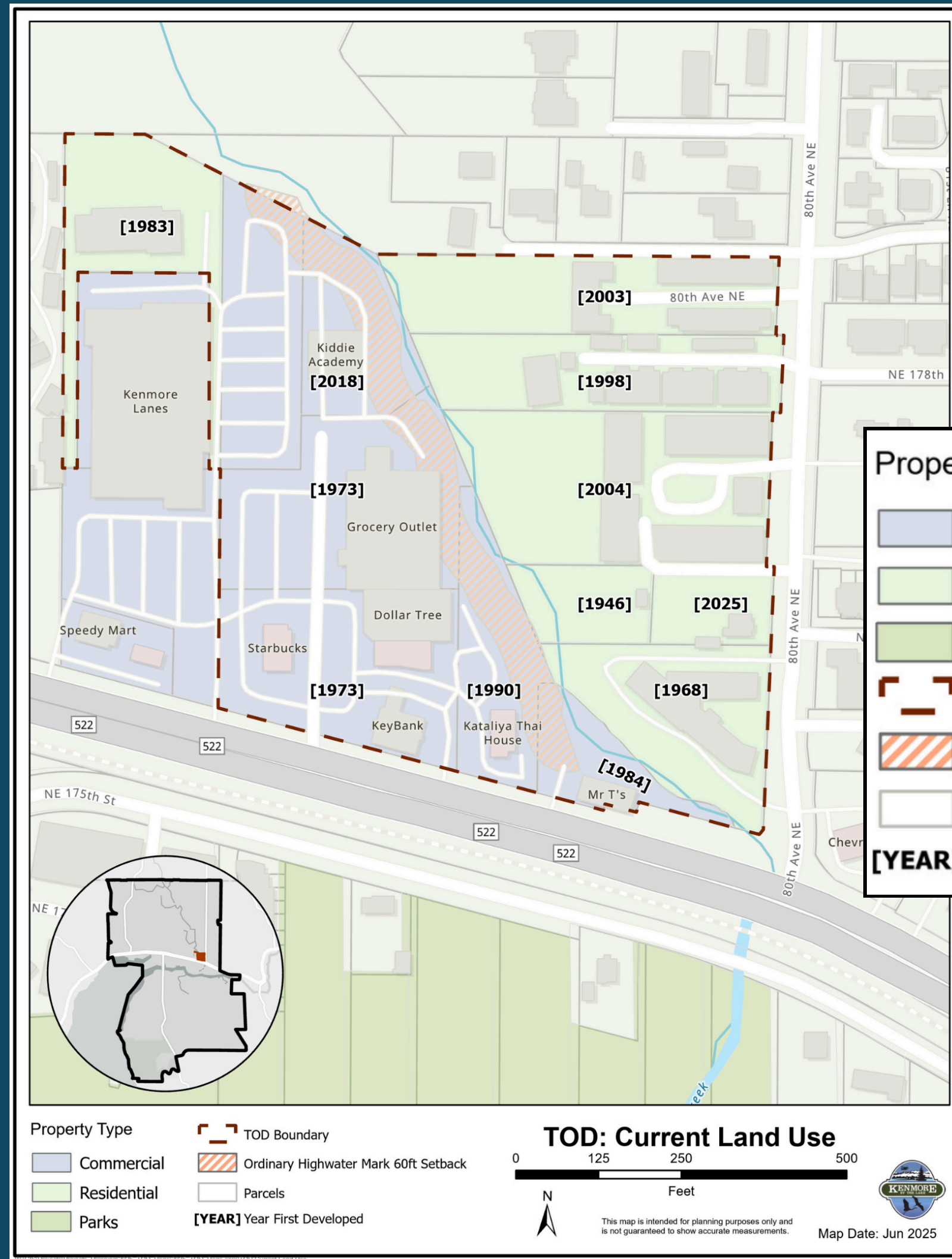
- Compared to 85% developable for other R-12, R-18, and R-24 parcels and 90% for other UC East parcels



Challenges

Building Codes and Environment

- Most of the TOD area is already developed
- Buildings on the west side of Swamp Creek are older than the east side



Challenges

Stormwater System

- Untreated runoff flows into Swamp Creek and degrades water quality
- Redevelopment would require modern stormwater management and green infrastructure



TOD & Swamp Creek Overview

Past development has impacted stream health

Now, there is a need to protect and **restore Swamp Creek**



Buffer areas are used to prevent development in critical areas



Housing becomes expensive because land is more scarce, making housing less affordable



Environmental protection becomes difficult on already developed land



TOD & Swamp Creek

Mitigation Through Code

Environmental Preservation

Shoreline

- Swamp Creek has setbacks to protect its habitat in the shoreline code

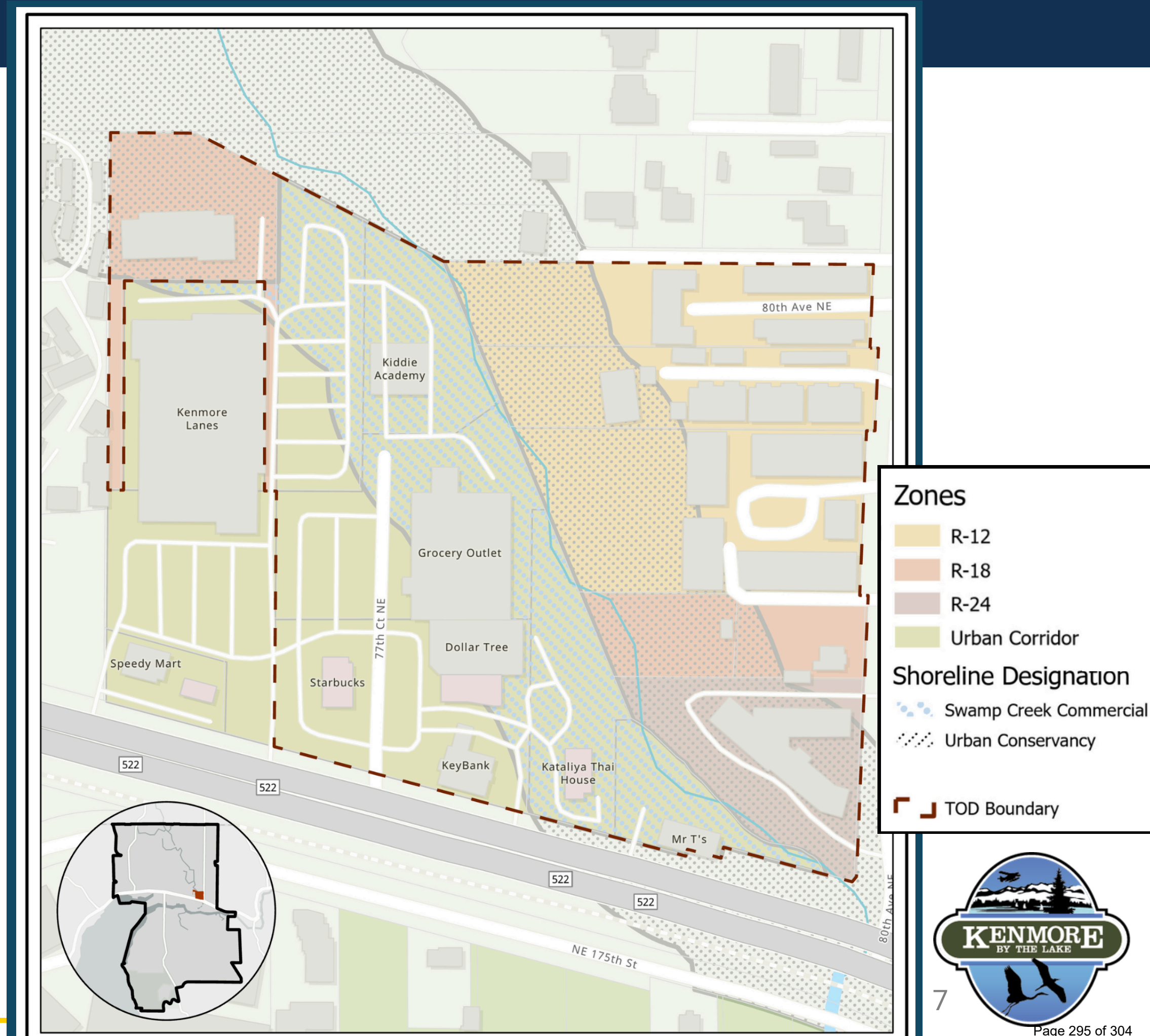
Affordable Housing

TOD

- TOD zone supports active transit and mixed-use

Underlying zones

- West side of Creek is primarily commercial
- East side of Creek is residential



TOD & Swamp Creek Overview

Historic vs. Newer Development



Worse for the environment:

- Fewer stormwater or environmental regulations



Better for the environment:

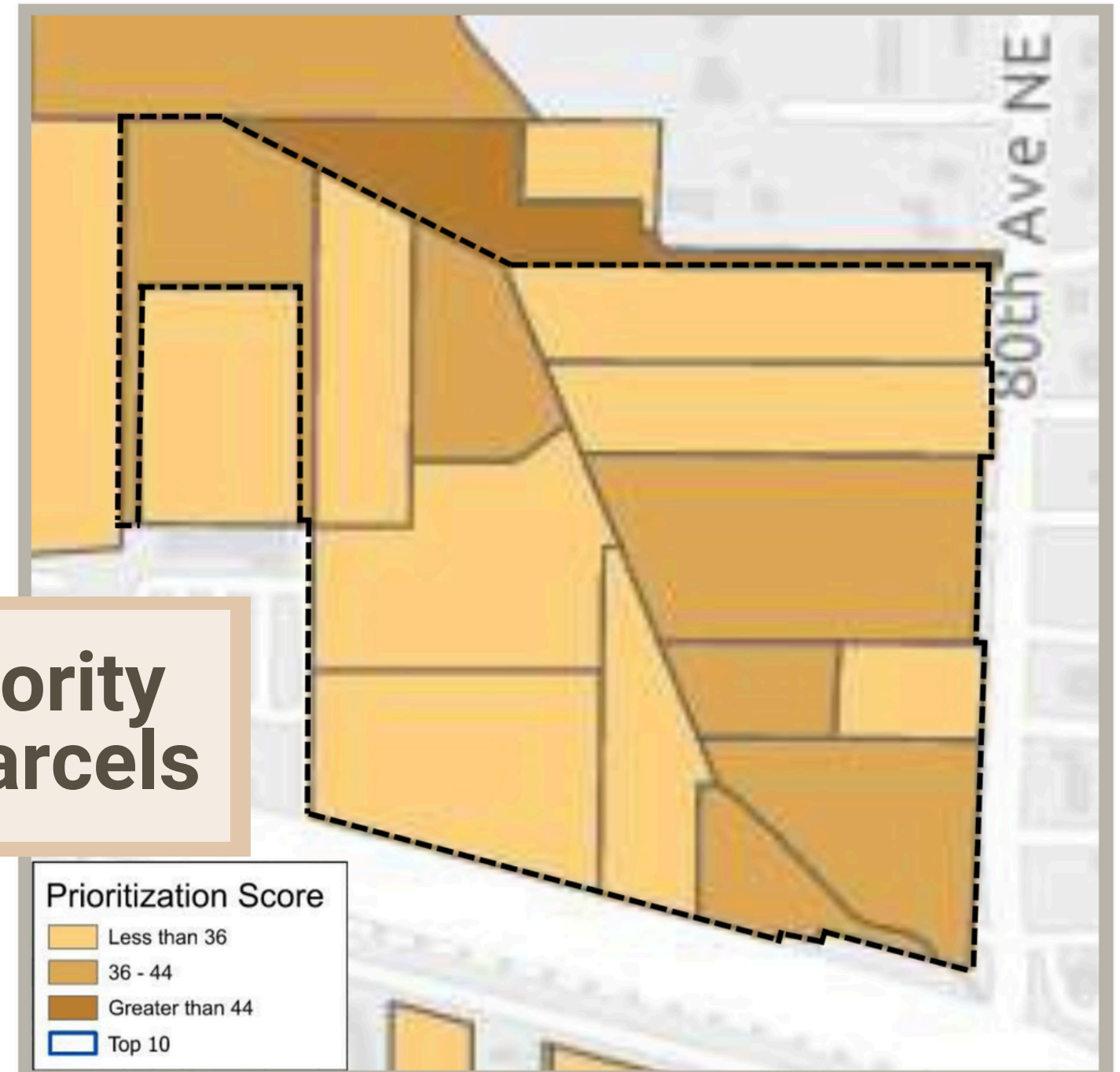
- Low-impact development
- Green infrastructure

TOD zone has 6 medium priority parcels and 7 low priority parcels

Swamp Creek study assessed and ranked parcels:

- The higher the parcel's ranking, the **greater the environmental benefit** of conserving or restoring the parcel.

Swamp Creek GIS Prioritization Results and Methodology August 30, 2024



Prioritization Score

- Less than 36
- 36 - 44
- Greater than 44
- Top 10

TOD Boundary



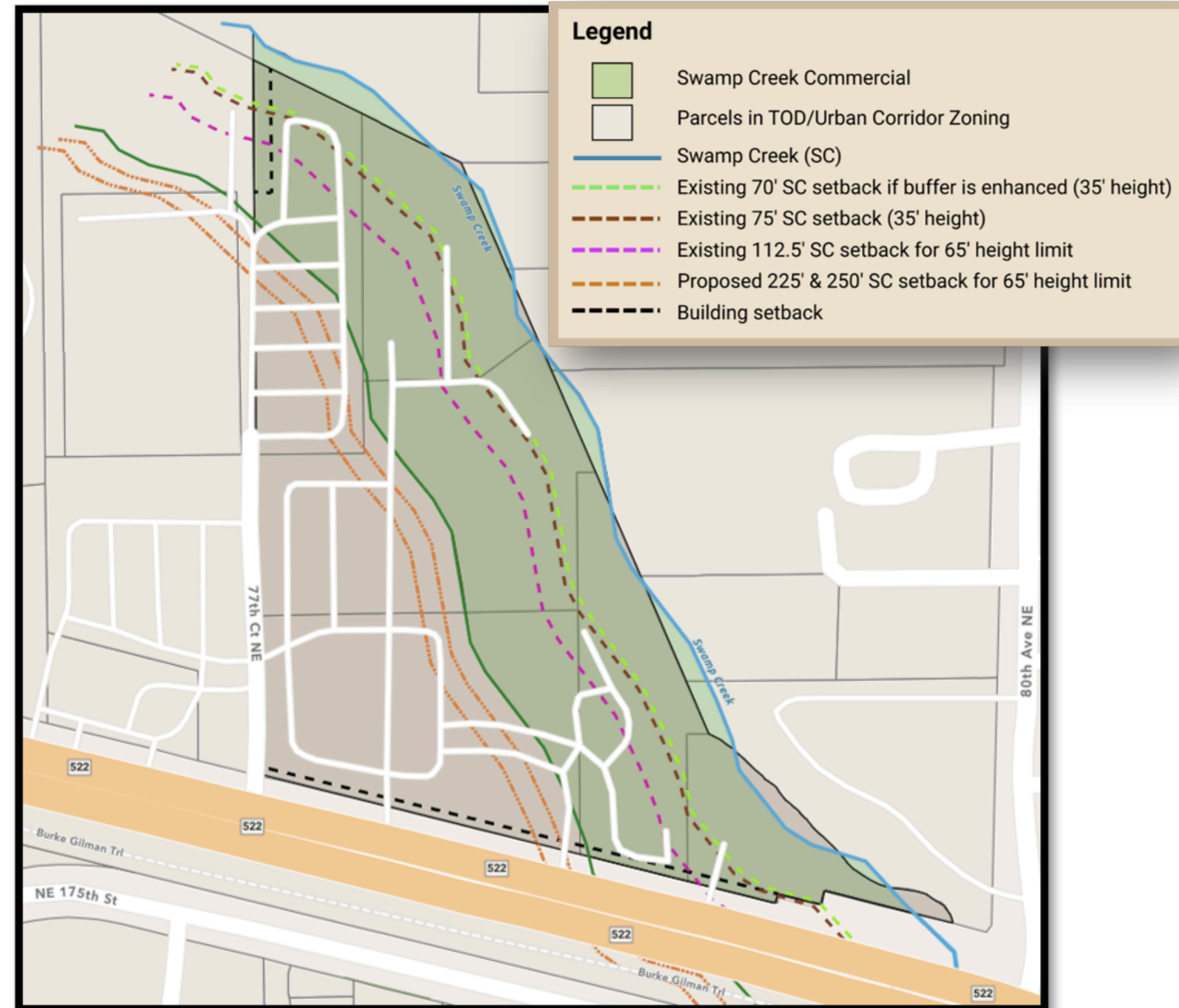
TOD Housing Units Model

Purpose:

Estimate housing unit impact for different setbacks

Method:

1. Used an existing TOD project (Beachwood II) to determine unit size and number of units per buildable area
2. Estimated buildable areas at different setback levels
3. Calculated housing units and affordable housing units with different scenarios



TOD & Swamp Creek Overview

Affordable housing is needed
AND
Environmental protection is needed



Housing Units Model

Housing units and affordable housing units were calculated for different scenarios (**comparing max. height of 65 ft. or 85 ft.**)

- a. Existing TOD zone
- b. Existing Urban Corridor East, R-12, R-18, and R-24 zones
- c. Existing Urban Corridor East and proposed Urban Residential zones



Proposed Beachwood II Apartments

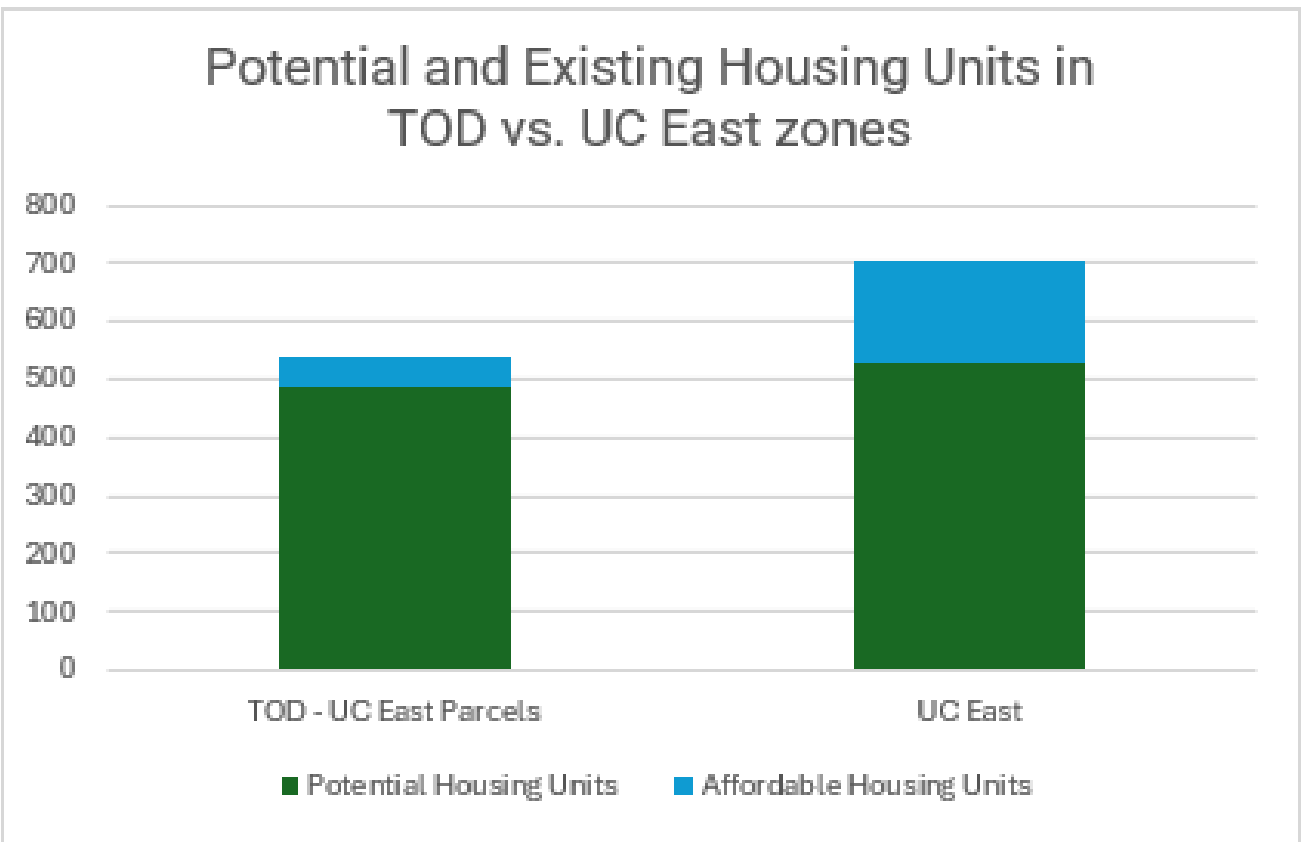
High density helps with both

TOD Housing Units

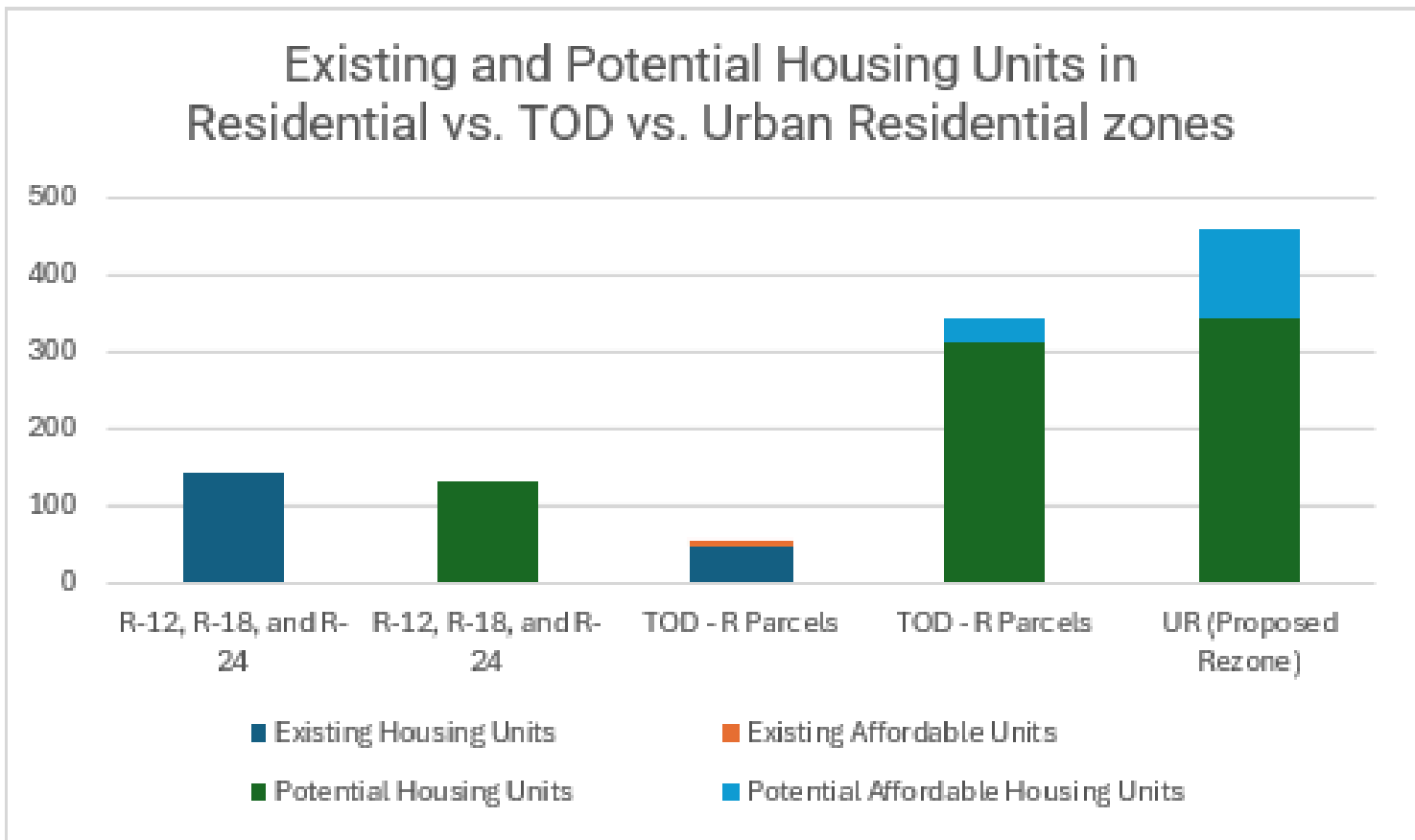
City of Kenmore



Commercial Side



Residential Side



Urban Corridor East yields:

- **162 more** housing units for commercial parcels than TOD

Urban Residential yields:

- **114 more** housing units than TOD
- **316 more** housing units than the existing underlying residential zones

TOD Housing Units

City of Kenmore



Total Housing Units for TOD - Residential and Commercial

Existing Housing Units in TOD overlay/residential/UC East zones

195 Total housing units
including **5** affordable units

Potential Housing Units in TOD zone if developers choose to develop with TOD

886 Total housing units
including **89** affordable units

Potential Housing Units with TOD removed and replaced with UC East/residential zones

835 Total housing units
including **176** affordable units

Potential Housing Units with TOD removed and replaced with UC East; residential is rezoned to UR

1,162 Total housing units
including **290** affordable units

UC East and Urban Residential zones yield more affordable housing units and total housing units than the TOD and R-12, R-18, & R-24 zones

UC East and Urban Residential:

- **276 more potential housing** units than TOD - approximately equivalent to 5 Beachwood II buildings (53 units each)



Proposed Beachwood II Apartments

Options

1. Residential Parcels: remove the TOD overlay zone and rezone residential parcels in the TOD zone (R-12, R-18, and R-24) to Urban Residential

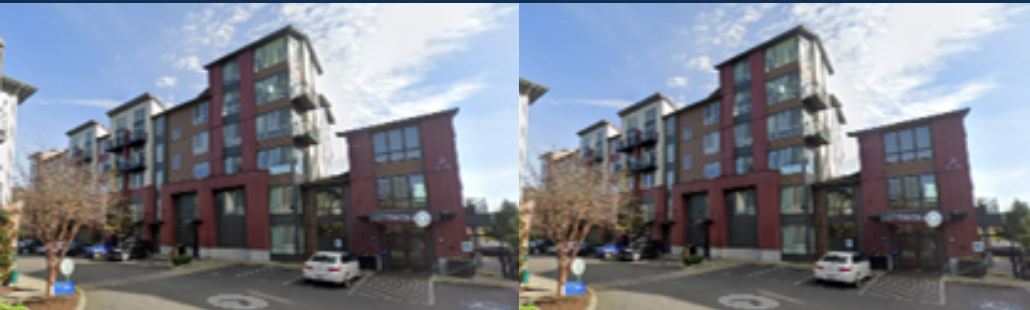
Residential and TOD Zones Comparison

Standards	R-12, R-18, R-24	TOD	Urban Residential
Street Setback	10 ft.	10 ft.	10 ft. - SR-522; 0 ft. - other streets
Maximum Height	60 ft.	65 ft.	85 ft. (enhanced buffer); 65 ft. without
Density	12-24 du/ac	60-150 du/ac	60-150 du/ac
Affordability	0%	10%	25%

Urban Residential leads to

- **114 more housing** units than TOD
- **316 more housing** units than R12, R18, & R24

114 potential housing units is approximately equivalent to two Spencer 68 buildings



Options

2. Commercial Parcels: Remove the TOD overlay zone, allowing parcels to remain in the Urban Corridor East zone

UC East and TOD Zones Comparison

Standards	UC East	TOD
Maximum Height	85 ft. (enhanced buffer); 65 ft. without	65 ft.
Density	60-150 du/ac	60-150 du/ac
Affordability	25%	10%

For 3 parcels on the UC East side

- Housing units will not be impacted as they extend beyond the shoreline buffer

For the remaining 3 UC East parcels

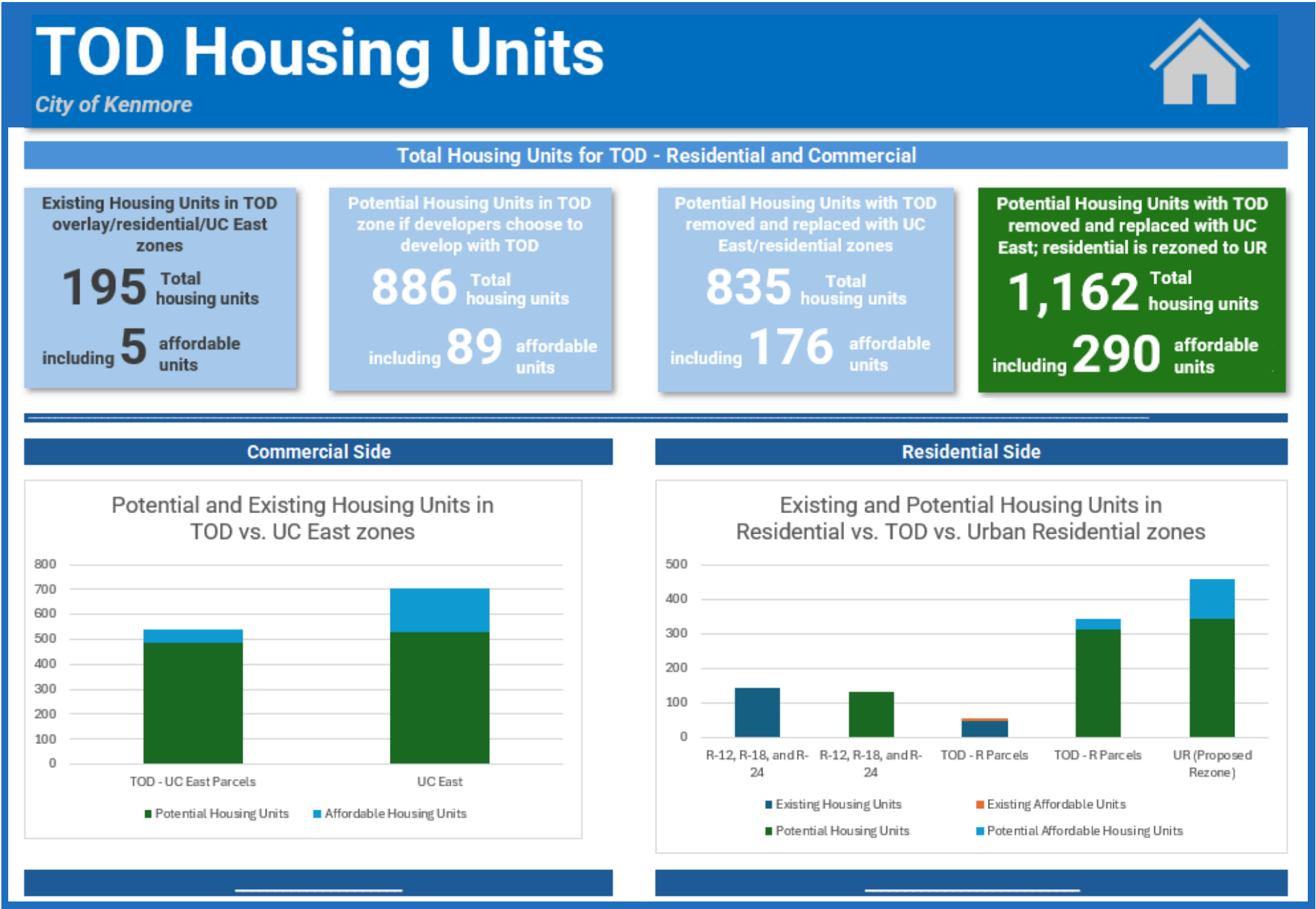
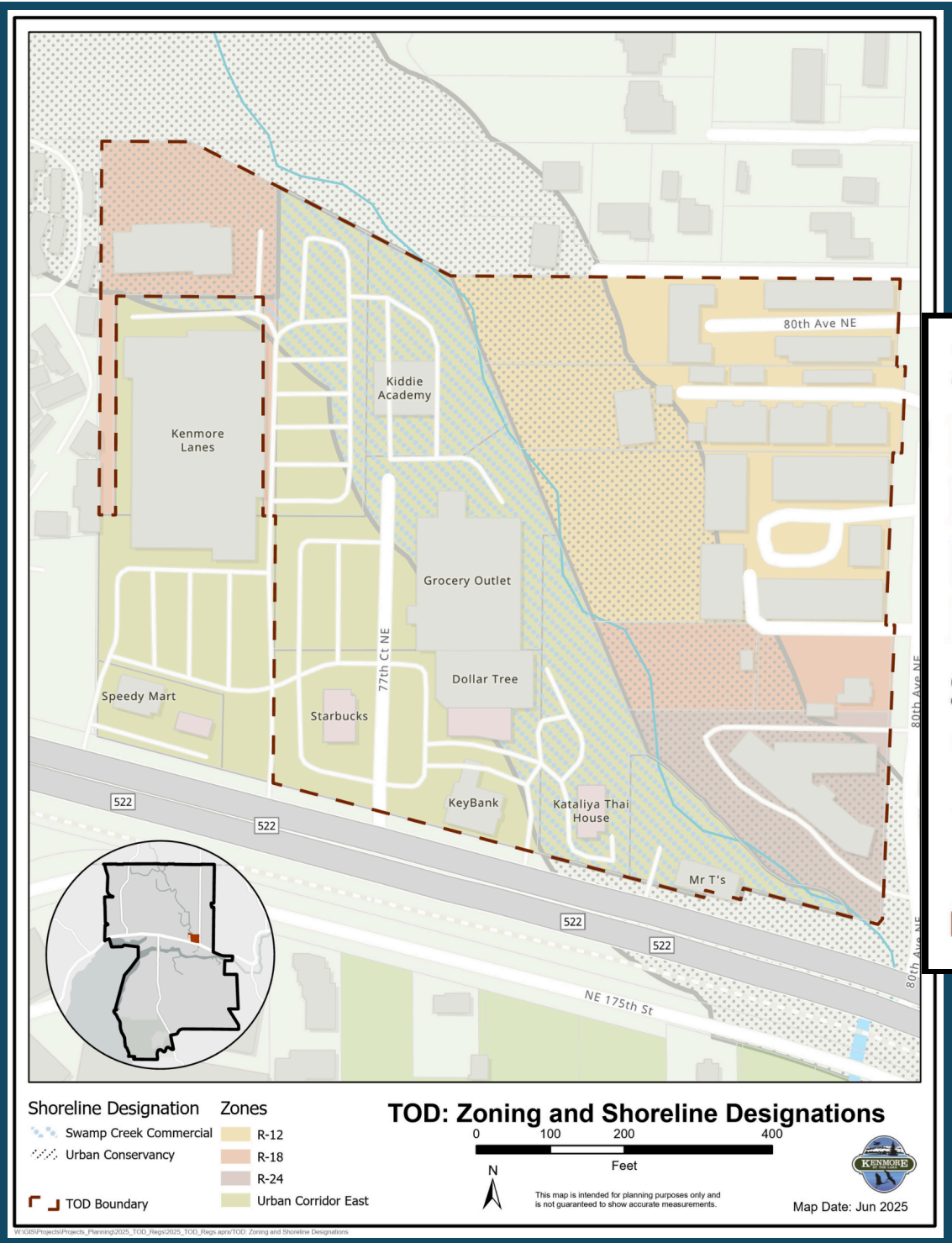
- **162 additional housing** units (from an 85' height limit for buffer enhancement instead of 65')

162 potential housing units is approximately equivalent to three Beachwood II buildings



Policy Questions

- 1. Do you have any modifications to options 1 or 2?
- 2. Any other options or recommendations?



For comments and questions:

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